



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

# Request for Quotation

RFO NUMBER
COR61390

PAGE
1

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

RFO COPY

VENDOR

**MINGHINI'S GENERAL CONTRACTORS, INC.**  
 51 TRUMPET LANE  
 MARTINSBURG WV 25404

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	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
0001	1	LS		968-20		\$560,000. <sup>00</sup>
<p><b>BUILDING CONSTRUCTION</b></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 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>						

RECEIVED  
 08 DEC 11 PM 1:03  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Craig H. Collis</i>	304-263-9988	12-11-08	
FILE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>President</i>	55-067-9581		

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."

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**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  
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Request for  
 Quotation

RFQ NUMBER  
 COR61390

PAGE  
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ADDRESS 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
10/20/2008				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	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 <i>Craig H. Collis</i>	TELEPHONE 304-263-9988	DATE 12-11-08
TITLE President	FEIN 55-067 9581	ADDRESS CHANGES TO BE NOTED ABOVE

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





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 Purchasing Division  
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request for  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	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
<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 &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Craig H. Collis</i>	TELEPHONE 304-263-9988	DATE 12-21-2008
TITLE President	FAX 55-067-9581	ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Purchasing Division  
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# Request for Quotation

RFQ NUMBER  
**COR61390**

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

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

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

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: *Craig H. Collis* TELEPHONE: **304-263-9988** DATE: **12-11-2008**  
 TITLE: *President* FEIN: **55-0679581** ADDRESS CHANGES TO BE NOTED ABOVE

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



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**Request for  
 Quotation**

RFQ NUMBER  
 COR61390

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	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 ✓ 11-20-2008 NO. 2 ✓ 12-02-2008 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.  <i>Craig H. Collis</i> ..... SIGNATURE <i>Minghini's General Contractors Inc</i> ..... COMPANY <i>12-11-2008</i> ..... DATE  REV. 11/96  CONTRACTORS LICENSE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Craig H. Collis</i>	TELEPHONE 304-263-4988	DATE 12-11-2008	
TITLE PRESIDENT	FEDIN 55-067-9581	ADDRESS CHANGES TO BE NOTED ABOVE	

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
**CDR61390**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

BUYER

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

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

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	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: ... <i>Minghini's General Contractors Inc</i></p> <p>CONTRACTORS LICENSE NO.: ... <i>WV000056</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 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 *Craig H. Collis* TELEPHONE *304-263-9988* DATE *12-11-2008*  
 TITLE *President* FERN *55-0679581* ADDRESS CHANGES TO BE NOTED ABOVE

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





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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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**Request for  
 Quotation**

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RFQ COPY  
 TYPE NAME/ADDRESS HERE

**DIVISION OF CORRECTIONS  
 MARTINSBURG CORRECTIONAL  
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BID OPENING DATE: **11/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
REV. 1/2005						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				JOHN ABBOTT-----		
REQ. NO.:				COR61390-----		
BID OPENING DATE:				11/25/2008-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:				304-263-0109		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Cary H. Collis</i>	TELEPHONE 304-263-9988	DATE 12-11-2008
TITLE President	FEIN 55-0679581	ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

RFQ NUMBER  
**COR61390**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

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

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

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				304-263-0109		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <u>Craig H. Collis</u>						
***** THIS IS THE END OF RFQ COR61390 ***** TOTAL:						<u>\$560,000.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Craig H. Collis TELEPHONE: 304-263-9988 DATE: 12-11-2008

E: President FEIN: 55-0679581 ADDRESS CHANGES TO BE NOTED ABOVE

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

All Bids must be submitted in accordance with the Bidding Documents issued by the Architect and the Request for Quotations issued by the West Virginia Department of Administration, Purchasing Division. Bidding Documents may be obtained upon request to:

Silling Associates, Inc.  
405 Capitol Street, Suite 300  
Charleston, WV 25301

The project involves an addition to the existing Martinsburg Correctional Center for administrative and meeting room space as well as additional parking area.

A \$100.00 deposit is required for each set. Qualified Prime Bidders interested in submitting bids may receive a maximum of two complete sets of drawings and specifications. Deposits will be refunded to Bidders who return the plans and specifications, in good condition, to the Architect within ten (10) days following the Bid opening.

Additional sets may be obtained from Charleston Blueprint (304-343-1063) by Prime Contractors, Subcontractors, material dealers and suppliers by paying the actual cost of printing, binding and mailing; however, such charges will not be refunded. Partial sets of Bid Documents will not be issued.

Each Bidder must be a registered vendor with the Purchasing Section of the Department of Administration prior to issuance of a Purchase Order Contract.

Bids shall be submitted on the Bid Form bound in the Bidding Documents. Each Bidder is required to obtain a Request for Quotations from the appropriate buyer in the West Virginia Department of Administration, Purchasing Section, and to follow all instructions contained therein. The Request for Quotations should be stapled to the Bid Form and submitted with the Bid.

Request for quotations may be obtained upon request to:

State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305-0130  
304-558-2063

All Prime Bidders are required to attend the prebid meeting to familiarize themselves with the Project location, site conditions and other relevant information. Attendance at the prebid meeting is mandatory for bid qualification.

MARTINSBURG CORRECTIONAL CENTER

DEPOSITORIES FOR BIDDING DOCUMENTS

Bidding Documents may be examined without charge at the following locations:

Silling Associates, Inc.  
405 Capitol Street, Suite 300  
Charleston, WV 25301

F. W. Dodge Corporation  
No. 2 Players Club Drive  
Charleston, WV 25311

DODGE/SCAN

Contractor's Association of West Virginia  
2114 Kanawha Boulevard, East  
Charleston, WV 25311

Kanawha Valley Builders Association  
1627 Bigley Avenue  
Charleston, WV 25311

Pittsburgh Builder's Exchange  
Building Industry Center  
2270 Noblestown Road  
Pittsburgh, PA 15025

Construction Employers Association of  
North Central, West Virginia  
2611 Fairmont Avenue Extension  
Suite B  
Fairmont, WV 26554

Construction Employer's Council  
21 Armory Drive  
Wheeling, WV 26003

Associated Builders and Contractors  
319 W. Howard Street  
Hagerstown, MD 21740

Parkersburg Marietta Contractors  
4424-B Emerson Avenue  
Parkersburg, WV 26104

ADDITIONS & ALTERATIONS  
MARTINSBURG CORRECTIONAL CENTER  
MARTINSBURG, WV

BID FORM

TO THE OWNER: DIVISION OF CORRECTIONS  
617 LEON SULLIVAN WAY  
CHARLESTON WV 25301

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth below for the sum of:

1. BASE BID: General Construction  
Five Hundred Sixty Thousand Dollars  
100  
100 Dollars (\$ 560,000.<sup>00</sup> ).

In the event of a difference between the written amount and the number amount, the written amount shall prevail.

ALTERNATES

If any or all of the following alternate proposals are accepted, my/our Base Bid set forth herein above will be increased by the amounts set opposite the respective alternate headings. In the event of a difference between the written amount and the number amount, the written amount shall prevail.

ALTERNATE NO.1

Provide and install security architectural finishes and security mechanical and electric components as indicated on drawings.

- ADD Twenty Four Thousand Dollars  
100  
100 Dollars (\$ 24,000.<sup>00</sup> )

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: 12-11-2008

BY: Craig H. Collis  
(SIGNATURE, IN INK) Craig H. Collis

TITLE: President

FIRM NAME: Minghini's General Contractors Inc.

ADDRESS: 51 Trumpet Lane  
Martinsburg, WV 25404

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](http://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: Minghini's General Contractors Inc.

Authorized Signature: Craig H. Collis Date: 12-11-2008



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

# Request for Quotation

REQ NUMBER  
 COR61390

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

TUESDAY

SHIP TO

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	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
1001	1	LS	968-20	BUILDING CONSTRUCTION		

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Craig H. Colby TELEPHONE 304-263-9988 DATE 12-11-08  
 TITLE President FAX 304-679581  
 ADDRESS CHANGES TO BE NOTED ABOVE  
 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABEL FOR 'VENDOR'



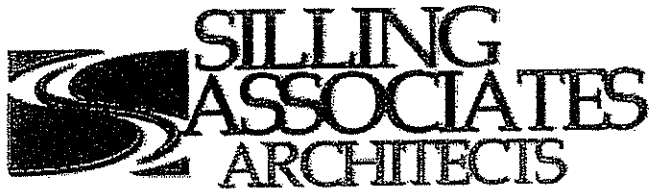
**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
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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.
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8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
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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."

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**INSTRUCTIONS TO BIDDERS**

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5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
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405 Capitol Street, Upper Atrium  
 Charleston, WV 25301-1727  
 304.346.0565 - Fax 304.346.1522  
 www.silling.com

### ADDENDUM NO. 2

Date: December 1, 2008

Project: MARTINSBURG CORRECTIONAL CENTER  
 ADDITIONS & ALTERATIONS

Architect: Silling Associates, Inc.  
 405 Capitol Street, Upper Atrium  
 Charleston, WV 25301

Owner: WV Division of Corrections

The following amendments, addenda, additions and deletions shall be made to the contract documents titled as above. Insofar as the contract documents are at variance with Addendum Number One, this Addendum shall govern. Bidders shall acknowledge receipt of the Addendum on the Bid Form included in the Project Manual.

### QUESTIONS & CLARIFICATIONS

Q1: Spec section 07531-6, 3.6A calls for walk pads to be installed on the roof. Is it possible to get a layout of these walking pads?

A: Please include four (4) 18" x 18" walk pads to be field located around roof top units per owner's recommendation.

Q2: Spec section 05120-1, 1.3B-1 calls for the fabricator to participate in the AISC Quality Certification Program and to be designated an AISC Certified Plant or a minimum of ten years experience, with a quality control program in place and submit a copy of their quality control manual with the bid. Do to the size of this project will this be required for this project?

A: Section 05120, 1.3, B. to read:

B. Fabricator Qualifications: Engage a qualified fabricator experienced in fabricating structural steel similar to that indicated for this Project and with a record of successful in service performance, as well as sufficient production capacity to fabricate structural steel with out delaying the Work.

(END OF SECTION 05120, 1.3, B.)

Q3: Please confirm type of glazing to be used for skylights; Bronze over clear or polycarbonate clear over white?

A: Bronze over Clear.

Q4: Please provide a spec for the security metal ceiling to be included in Alternate #1.

A: Refer to attached spec section 09500.

Q5: Please provide a detail of how to bear the new steel in the areas that have existing brick and block wall construction. Currently there is no detail depicting this condition.

A: Add the following note to Detail 5/S2

Note: Where new beam bears on existing wall, beam is to penetrate any existing veneer and bear on CMU back up. Grout fill CMU below beam bearing a minimum of three cells in depth and embed bearing plate as shown.

Once beams are installed patch / repair surrounding masonry to match existing construction.

#### **MECHANICAL DRAWINGS**

**INCLUDE THE FOLLOWING ITEMS:**

Item 1: Specification Section 15854 – Rooftop Air Handling Units:

a. The following options shall be required for the rooftop unit: Double wall construction, Stainless steel drain pans, Modulating hot gas reheat, Digital scroll compressor - modulates from 10-100%, VFD on power exhaust fan for space pressure control.

#### **STRUCTURAL DRAWINGS**

**INCLUDE THE FOLLOWING ITEMS:**

Item 1: On sheet number S2, revise W12x26 on column line A between column lines 1 and 2 to read W21x44.

-Refer to attached S-SK1

**REMINDER: PLEASE SUBMIT ALL CONSTRUCTION-RELATED QUESTIONS IN WRITING VIA FAX OR EMAIL TO THE PROJECT ARCHITECT AT THE FOLLOWING NUMBER/ADDRESS.**

SILLING ASSOCIATES, INC.  
 ATTN: JASON RUTLEDGE  
 304.346.1522 (FAX)-Most preferable way  
[jrutledge@silling.com](mailto:jrutledge@silling.com)

END OF ADDENDUM NO. 2

## SECTION 09500 – METAL CEILING PANELS

## PART 1 – GENERAL

## 1.1 SCOPE

- A. Furnish and install the Metaline Security Ceiling System as manufactured and supplied by Interfinish, a division of the Chicago Metallic Corp. or equal.
- B. All metal components of system must be manufactured by the same manufacture.

## 1.2 RELATED WORK

- A. Division 15 Heating, Ventilating and Air Conditioning.
- B. Division 16 Lighting.

## 1.3 REFERENCES

- A. American Society for Testing Materials
  - 1. A-361- Specification for steel sheet, galvanized by hot dip process.
  - 2. C-423- Test method for sound absorption and sound absorption coefficients by reverberation room method.
  - 3. C-635- Standard specification for metal suspension systems for tile and lay-in panels.
  - 4. C 636 – Standard recommended practice for installation of metal suspension systems for acoustical tile and lay-in panels.
  - 5. E –84 – Test method for surface burning characteristics of building materials.

## 1.4 SUBMITTALS

- A. Submit descriptive literature along with installation recommendations and practices as illustrated in Interfinish literature.
- B. Samples
  - 1. Submit 5 sample kits containing appropriate metal ceiling panels.
- C. Certification
  - 1. Furnish certification of materials and system conforming to specification requirements.

## 1.5 PROJECT CONDITIONS

- A. Environmental Requirements
  - 1. Verify area is weather tight and dry.
  - 2. Installation shall occur only when temperature and humidity conditions closely approximate interior conditions that will exist when area is complete and occupied.
- B. Trade Requirements
  - 1. Heating and cooling system shall be in operation in order to establish a suitable climate.

2. All wet trades work to be dry and complete before installation.
3. **Note:** Ceiling system contractors to insure that there is NO overlap between different metal ceiling systems.

#### 1.5 MAINTENANCE

##### A. Replacement Material

1. Furnish additional material equal to 2% of the ceiling system area.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURER

- A. Metaline Security Ceiling System as manufactured by Interfinish Metal Ceilings, a division of Chicago Metallic Corp. or equal

#### 2.2 MATERIALS

##### A. Metaline Security Ceiling System Panels

1. Panels shall measure a nominal 1ft. by 1ft. or 2ft. by 2ft. and be formed from a G-90 hot-dipped galvanized steel as per A.S.T.M. A-361.
2. The metal from which the panels are formed shall receive a factory-applied baked enamel finish, per A.S.T.M. D-523, that is applied to the metal prior to forming. The color shall be Interfinish -001 White, with the metal receiving a 0.8 mil finish coat over a 0.2 prime coat.
3. The panel shall be formed with upturned legs on all four sides of the panel that angle outward from the face of the panel 97.1 degree angle from the face of the panel. The resulting profile will permit the upturned legs of the panel to snap-in and lock under the bulb of the grid.
4. The panels shall be provided with an additional security feature, a half slot, located on each panel leg, 4-1/4 in. from each corner, which will serve to prevent objects, that have been forced through and around the panels at the corners, from being slid along the side of the panel in an effort to disengage the panel leg from the bulb of the grid component.
5. The panel shall be perforated. The perforation pattern shall be non-directional and shall consist of .078in. diameter perforations on .216in. diagonal centers.

##### B. Suspension System Components and Perimeter Treatment

1. Main Runner Component
2. The main runner shall measure 1 1/2in. high by 12ft. long and shall have a 15/16in. wide face.
3. The face of the main runner shall coated with an Interfinish -01 white finish. The finish shall be a baked polyester enamel and shall be an identical match to that on the security panels.
4. The bulb of the main runner shall be rectangular in shape and oversized so as to provide a larger surface under which the panels are to lock.
5. The main runners shall posses non- directional bayonet style couplings. Hook style ends will not be accepted.

##### C. Cross Tee Component

1. The cross tee shall measure 1-1/2in. high by 2ft. and 4ft. in length and have a 15/16in. wide face.
2. The finish shall be identical to that of the main runner.
3. The bulb of the cross tee shall be identical to that found on the main runner.
4. The cross tee components shall possess stab-in end tabs for lateral pull out protection.
5. The ends of the cross tees shall butt to the face of the main runner.

#### D. Perimeter Treatment

1. Wall Channel
2. Wall channel moldings shall measure 15/16in. by 1-9/16in. I.D. by 3/4in. and be manufactured from a minimum thickness of 25ga. Steel.
3. Wall angle shall measure 15/16in. by 15/16in. and be manufactured from a minimum thickness 25ga. Steel.

#### E. Accessories

1. Acoustical Insulation
2. Blanket Insulation
3. The insulation shall be black fiberglass in a 1in. by 11lb. thickness. The system shall achieve an N.R.C. rating of no less than .80.
4. Security fasteners shall be used to attach panels to wall angle and to attach access panels to suspension system components. The fasteners shall be #10 by 1/2in. torx head security screws with center reject pin with white finish heads that match finish of panels.

#### F. Compression Member Struts

1. Compression member struts shall be made available for down bracing purposes. The struts shall be of a design as shown in Interfinish literature and shall be manufactured to a length as shown in architect's drawings.

#### G. Access Panels

1. Access panels measuring 2ft. by 2ft. shall be made available. The access panels shall be offered with the same metal type and thickness, perforation pattern, and paint finish as the security panels. The access panels shall be formed with all sides at a 90-degree angle to the face of the panel so as to provide ease of removal and re-installation. The access panel shall be held in place by security screws (described above) that are screw-attached through the suspension system into the panel.
2. Provide access panels at each VAV box, Fire and Volume Dampers in Ductwork and Plumbing Valve indicated on the drawings.

### PART 3 – EXECUTION

#### 3.1 INSPECTION AND PREPARATION

- A. Inspect area in which ceiling is to be installed in order to identify any conditions that might diversely affect the installation of the ceiling system. Do not start work until these conditions are corrected. Verify that all work performed by other trades above the ceiling has been completed prior to installation.

- B. Field measure the area in which the ceiling system is to be installed and establish the layout in order to create appropriate borders and minimize out of square conditions.

### 3.2 INSTALLATION

#### A. Suspension System Components and Perimeter Treatment.

1. Install perimeter wall channel or angle to walls with anchors every 12in. along the length of the chosen perimeter treatment.
2. Main runner components shall be installed on 48-inch centers, and shall be suspended directly from the existing structure by not less than 12-gauge steel hanger wire spaced on 48-inch centers along the length of the component. All hanger wires shall be wrapped tightly at least 3 full turns.
3. Attach compression posts at a center spacing as recommended by the factory along the length of each main runner and to the existing structure by means of an industry approved standard every 4 ft. In areas where there is an obstruction, such as ductwork or wiring, strut shall be placed at nearest point but on a cross tee rather than a main runner. A compression post shall then be tied to the hanger wire at the uppermost and lowermost point of the post. This shall be done by using a plastic tie. Details of the strut and the installation of the strut are detailed in the "Metaline Compression Member Detail " of the Interfinish manual.
4. Main runners shall be interconnected by 4ft. cross tees installed on 24in. centers to form 24in. by 48in. modules. Wherever shown on the design plans, these modules shall be divided by 24in. cross tees and installed perpendicular to the 4ft. module forming cross tee components to form 24in. by 24in. modules.
5. As noted on the design plans affix additional hanger wires to grid components for enhanced support as warranted.

#### B. Metaline Panels and Related Items.

1. Insert the Metaline panel through the grid module from below. The panel then should be inserted downward, and snapped into the grid module. Once installed the face of the panels shall rest on the inside surfaces of the horizontal flanges of the main runners and cross tees, with the legs of the panel snapping and locking underneath the rectangular bulb of the grid.
2. Mount panels to the perimeter treatment, either channel or angle. Attach panels to perimeter treatment with #10 security screws . The placement should begin 3in. in from each edge of the panel, and occur every 6in. in between.
3. Mount access panels to the grid components using #10 security screws attached through the ceiling grid and into the access panels. The screws should be located at each corner of the access panel and 6in. on center along each side, in between.
4. Lay poly-wrapped acoustical pads into grid modules so that the pads rest upon the backside of the Metaline panel. If an acoustical blanket is required lay the blanket over the top of the grid system..

### 3.3 REPAIR AND CLEAN

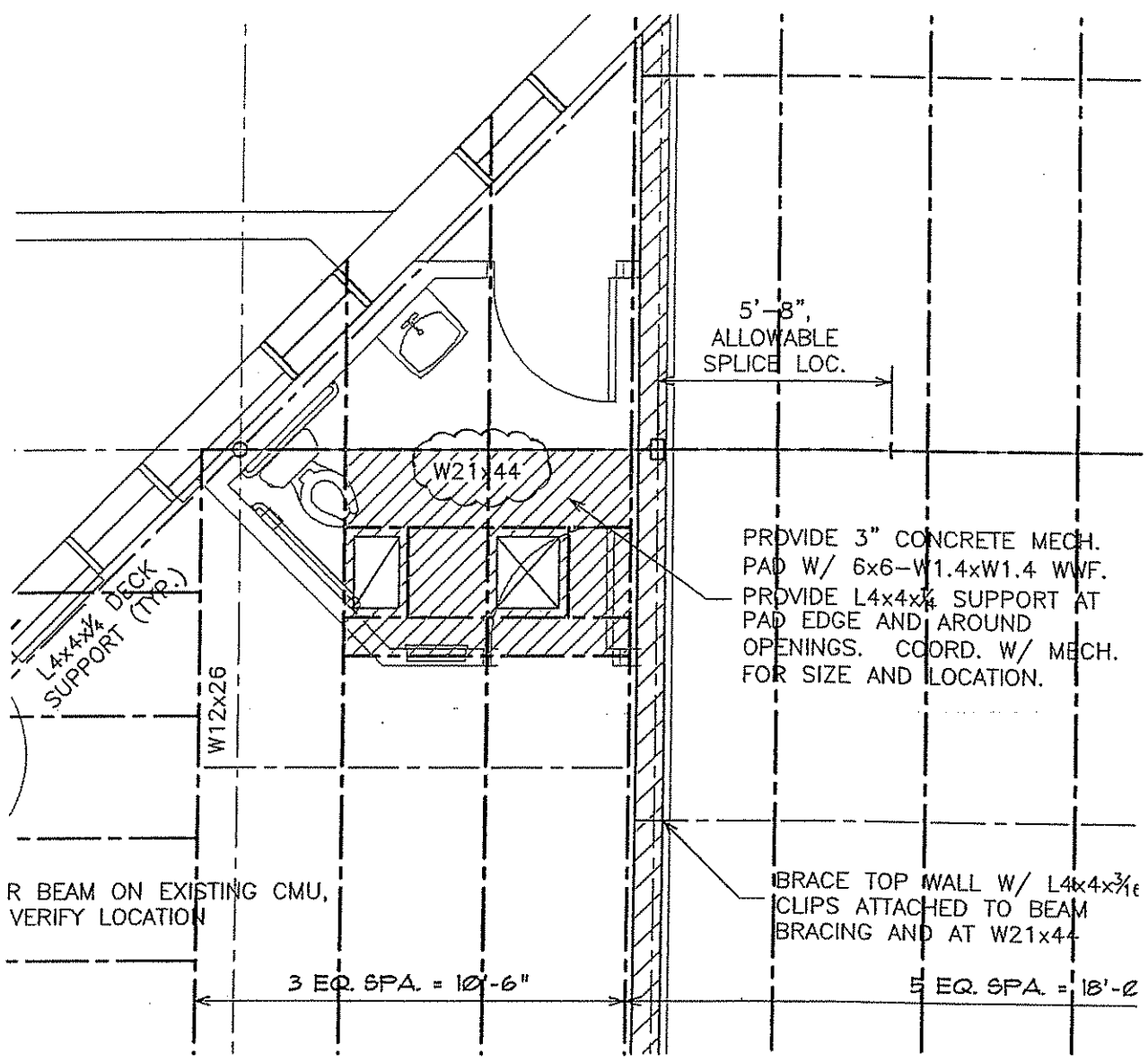
- A. Repair any damaged or dented areas by removing and replacing the affected components.
- B. Clean all ceiling components with a non-solvent based, non-abrasive commercial cleaning solution.

### 3.4 MAINTENANCE MATERIAL

A. Furnish additional material equal to 2% of the ceiling system area.

END OF SECTION 09500





**MOMENT**  
engineers, inc.

603 Peoples Building  
179 Summers Street  
Charleston, WV 25301  
304.414.4000  
www.momentengineers.com

Addition to the  
Martinsburg Correctional Center  
Martinsburg, West Virginia

Addendum #2

by: DRR

date: 12/01/08

scale: 1/4"=1'-0"

S-SK1



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 CORRESPONDENCE TO ATTENTION OF  
 JOHN ABBOTT  
 304-558-2544

VENDOR

\*709055508 304-263-9988  
 MINGHINIS GENERAL CONTRACTORS  
 51 TRUMPET LANE  
 MARTINSBURG WV 25404

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	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 <i>Craig H. Collis</i>	TELEPHONE 304-263-9988	DATE 12-11-2008
TITLE President	FEIN 55-0679581	ADDRESS CHANGES TO BE NOTED ABOVE

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

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**COR61390 – Addendum No. 1**

The following information consists of Addendum No. 1 to the Martinsburg Correctional Center Additions and Alterations Building Project.

- Item #1        Change Bid Opening date to December 4, 2008 @ 1:30pm.
- Item #2        Contractor is not required to furnish an office trailer for meetings.  
Meeting will be held in the facility conference room
- Item #3        Progress Meetings will be held every two weeks. Date & time to be set at  
Pre-Construction Meeting
- Item #4        Contractor may locate **secure** storage trailers in new parking lot area.
- Item #5        All motorized equipment must be securable and parked in designated area  
at end of the work shift.
- Item #6        Contractor must comply with all security procedures.
- Item #7        Timeline for project will be 275 Calendar Days from to Notice to Proceed.
- Attachment:    Answers to questions and specifications.



405 Capitol Street, Upper Atrium  
 Charleston, WV 25301-1727  
 304.346.0565 - Fax 304.346.1522  
 www.silling.com

#### ADDENDUM NO. 1

Date: November 18, 2008

Project: MARTINSBURG CORRECTIONAL CENTER  
 ADDITIONS & ALTERATIONS

Architect: Silling Associates, Inc.  
 405 Capitol Street, Upper Atrium  
 Charleston, WV 25301

Owner: WV Division of Corrections

The following amendments, addenda, additions and deletions shall be made to the contract documents titled as above. Insofar as the contract documents are at variance with Addendum Number One, this Addendum shall govern. Bidders shall acknowledge receipt of the Addendum on the Bid Form included in the Request for Quotation.

#### QUESTIONS & CLARIFICATIONS

- Q1: The specs mention local BAS to be connected to campus wide BAS. What is the campus wide system?  
 A: The controls must be Johnson Controls. No others allowed.
- Q2: Is the roof drain shown in detail 2/A3 new or existing.  
 A: The roof drain is new. The new roof drain piping is also shown on P1.1.
- Q3: There are no elevations shown on the site plan. Will an addendum address this item?  
 A: This information is covered in the "coded notes" on drawing C1.1.
- Q4: In specification section 15404 Storm Sewerage and 15405 Sanitary Sewerage, there is nothing shown on the site plan. Is this correct?  
 A: This information is shown on drawing P1.1.
- Q5: In specification section 07531-3, Warranty, 15 year is written and 20 is shown. Which is correct?

A: In specification 07531-3 the warranty should be a 20 Year Warranty.

**PROJECT MANUAL GENERAL CONTENT**  
**INCLUDE THE FOLLOWING ITEMS:**

**Item No. 1**

Add the following Division 2 Specification Sections included:

- Section 02300/Earthwork for Pavement (pgs. 1-8).
- Section 02511/Hot-Mix Asphalt Paving (pgs. 1-6).
- Section 02535/Pavement Joint Sealants (pgs. 1-7).
- Section 02751/Cement Concrete Pavement (pgs. 1-10).

**Item No. 2**

Add the following Division 15 Specification Sections included:

- Section 15010/Basic Mechanical Requirements (pgs. 1-8).
- Section 15050/Basic Mechanical Materials and Methods (pgs. 1-9).
- Section 15081/Duct Insulation (pgs. 1-7).
- Section 15083/Pipe Insulation (pgs. 1-9).
- Section 15100/General Duty Valves and Strainers (pgs. 1-2).
- Section 15120/Piping and Equipment Specialties (pgs. 1-6).
- Section 15145/Hangers, Supports and Anchors (pgs. 1-8).
- Section 15300/Fire Protection (pgs. 1-8).
- Section 15404/Storm Sewerage (pgs. 1-7).
- Section 15405/Sewerage (pgs. 1-6).
- Section 15410/Plumbing Piping (pgs. 1-8).
- Section 15430/Plumbing Specialties (pgs. 1-8).
- Section 15440/Plumbing Fixtures (pgs. 1-8).
- Section 15488/Natural Gas Piping Systems (pgs. 1-7).
- Section 15510/Hydronic Piping (pgs. 1-5).
- Section 15530/Refrigerant Piping (pgs. 1-7).
- Section 15739/Ductless Split-System Heat Pump Units (pgs. 1-5).
- Section 15836/Electric Baseboard Heaters (pgs. 1-3).
- Section 15837/Electric Wall Heaters (pgs. 1-4).
- Section 15838/Power Ventilators (pgs. 1-5).
- Section 15854/Rooftop Air Handling Units (pgs. 1-9).
- Section 15891/Metal Ductwork and Accessories (pgs. 1-7).
- Section 15975/Direct Digital Control System (pgs. 1-11).
- Section 15985/Sequence of Operation (pgs. 1-3).
- Section 15990/Testing, Adjusting and Balancing (pgs. 1-7).

**Item No. 3**

Add the following Division 16 Specification Sections included:

- Section 16010/Basic Electrical Materials (pgs. 1-7).
- Section 16050/Basic Electrical Materials and Methods (pgs. 1-9).
- Section 16120/Conductors and Cables (pgs. 1-4).
- Section 16130/Raceways and Boxes (pgs. 1-8).

- Section 16140/Wiring Devices (pgs. 1-4).
- Section 16142/Electrical Connections for Equipment (pgs. 1-4).
- Section 16190/Supporting Devices (pgs. 1-3).
- Section 16195/Electrical Identification (pgs. 1-4).
- Section 16452/Grounding (pgs. 1-3).
- Section 16470/Panelboards (pgs. 1-4).
- Section 16476/Disconnect Switches (pgs. 1-3).
- Section 16515/Interior Lighting Fixtures (pgs. 1-5).

### **ARCHITECTURAL DRAWINGS**

#### **INCLUDE THE FOLLOWING ITEMS:**

##### Item No. 1: Drawing A3 – Roof Plan

- Detail 3/A3 shows 1" security bars. They shall be spaced at 7" c/c. They shall also be welded to a 3" x 3" x 3/8" steel angle that shall be continuous around skylight opening. The angle shall be welded to the roof deck and the wood block shown for the skylight curb shall be cut to fit around steel angle.
- Drywall will extend up and cover the steel angle as shown in the detail. The existing roof over the existing corridor shall be removed and reroofed as shown in the roof plan. Existing roof is approximately 7'-6" x 51'-6".

### **MECHANICAL DRAWINGS**

#### **INCLUDE THE FOLLOWING ITEMS:**

##### Item No. 1: Refer to attached sketch MSK1.

- a. Revised Rooftop Unit Condensate Trap Detail, see sketch.

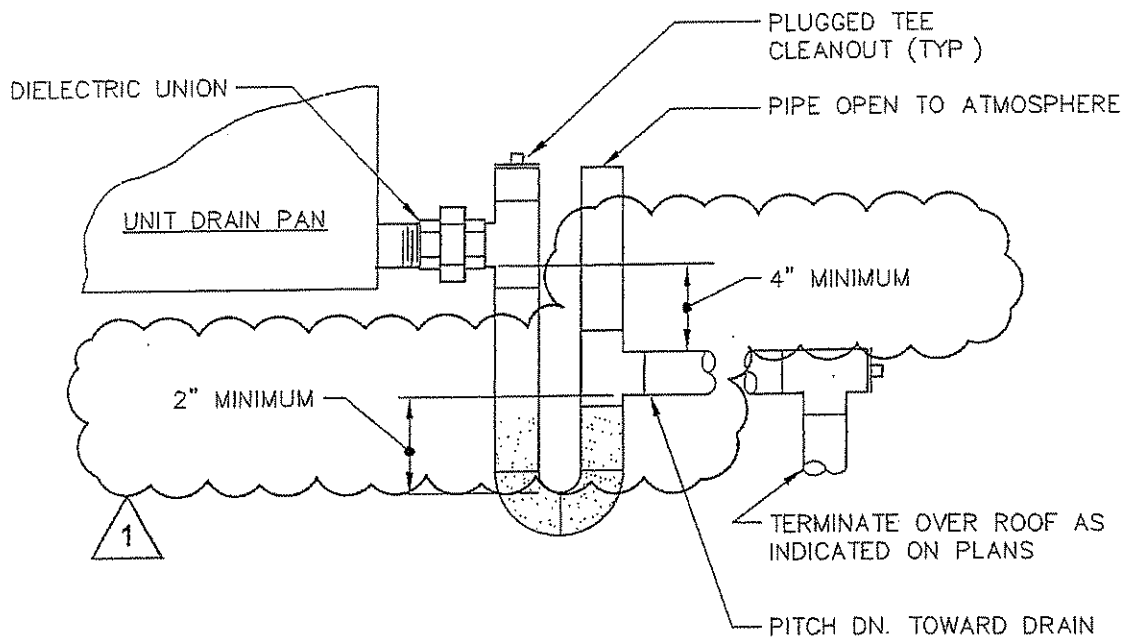
##### Item No. 2: Refer to Spec Section 15083.

- a. Section 3.09F: Refrigerant Suction and Liquid Piping, Flexible Elastomeric; 3/4 inch thick all sizes.
- b. Section 3.10B: Exterior Refrigerant Suction and Liquid Piping, Flexible elastomeric; 3/4 inch thick sizes, 1 inch and smaller, 1 inch thick for sizes over 1 inch, with two coats manufacturer's white exterior protective finish.

**REMINDER: PLEASE SUBMIT ALL CONSTRUCTION-RELATED QUESTIONS IN WRITING VIA FAX OR EMAIL TO THE PROJECT ARCHITECT AT THE FOLLOWING NUMBER/ADDRESS.**

SILLING ASSOCIATES, INC.  
 ATTN: JASON RUTLEDGE  
 304.346.1522 (FAX)-Most preferable way  
[jrutledge@silling.com](mailto:jrutledge@silling.com)

END OF ADDENDUM NO. 1



- NOTES:**
1. LOCATE TRAP AS CLOSE AS POSSIBLE TO RTU DRAIN OUTLET WITH BOTTOM BELOW SUPPORT STRUCTURE
  2. SIZE OF TRAP PIPING TO BE LARGER OF EQUIPMENT OUTLET SIZE OR DIMENSION ON PLANS.
  3. SEE SPECIFICATIONS FOR INSULATION REQUIREMENTS
  4. NOTIFY ENGINEER BEFORE FABRICATING IF PHYSICAL CONDITIONS PROHIBIT INSTALLATION OF DEPTH SHOWN.

ROOFTOP AIR HANDLING UNIT  
CONDENSATE TRAP DETAIL

N T S.



**SCHEESER BUCKLEY  
MAYFIELD LLC**  
CONSULTING ENGINEERS  
1540 CORPORATE WOODS PARKWAY  
UNIONTOWN, OHIO 44685-8787  
PHONE: (330) 896-4664 FAX: 896-9180

JOB TITLE:

**ADDITION TO THE MARTINSBURG  
CORRECTIONAL CENTER**

REF. FILE: H2.1

BULLETIN NO.

—

SCALE:

N.T.S.

DATE:

11/17/08

DRWN:

KAS

SKETCH NO.

—

SCALE:

N.T.S.

DATE:

11/17/08

DRWN:

KAS

**SKM1**

SHEET NO

**H2.1**



SIGN IN SHEET

Page 1 of 5  
Date: 11-6-08

Request for Proposal No C0261390

PLEASE PRINT

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: HILLIS-CARNEE Eng ASSOC	10228 GARDNER LAKE BLVD	PHONE 814-280-2357 TOLL FREE
Rep: SCOTT F LYONS	Williamsport, Md.	FAX 814-231-0695
Email Address: slyons@hcea.com	21795	
Company: Ross Construction Co. Inc	1075-B Sherman Ave	PHONE 301-733-1004 TOLL FREE
Rep: Robert Wetzel	Hagerstown MD	FAX 301 733-0076
Email Address: rwetzel@rosscon.net	21740	
Company: Netinside Medical Services	27 Polo Ground Dr	PHONE 301-267-1010 TOLL FREE
Rep: Vernon Heasler	Martinsburg, WV 25401	FAX 301-267-1004
Email Address: vheasler@truland.com		
Company: Grunley Construction	15020 STADY GROVE RD	PHONE 240 399.2000 TOLL FREE
Rep: Edward Trskovich	Suite 500	FAX 240 399.2002
Email Address: edwardtrskovich@grunley.com	Rockville, MD 20850	
Company: BUCKING SYSTEMS, INC.	16820-A BLAKE ROAD	PHONE 301-582-0100 TOLL FREE
Rep: DAN KNEHART	HAGERSTOWN, MD 21740	FAX 301-582-1010
Email Address: estimating@bsi-md.com		
Company: Rockwell Construction Co. Inc.	12248 Rockwell Lane	717 328 5237
Rep: Matthew Rockwell	Mercersburg PA 17236	717 328 9142
Email Address: mattrockwell@rockwellconst.com		

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Page 2 of 5

Request for Proposal No Col 6 1390

PLEASE PRINT

Date: 11-6-09

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Minghini's General Contractors Inc</u>	<u>51 Trumpet Lane</u>	PHONE <u>304-263-9988</u>
Rep: <u>Don Miller</u>	<u>Martinsburg, WV 25404</u>	TOLL FREE <u>---</u>
Email Address: <u>dmi1ler@minghinis.com</u>		FAX <u>304-263-0109</u>
Company: <u>Excel Contractors Inc</u>	<u>10033 Governance Lane Blvd</u>	PHONE <u>301-797-7060</u>
Rep: <u>Edwin L. Bivens</u>	<u>Williamsport, MD</u>	TOLL FREE <u>---</u>
Email Address: <u>ebivens@Excel-Contractors.com</u>		FAX <u>301-797-7225</u>
Company: <u>HARBER PAC</u>	<u>P.O. Box 358</u>	PHONE <u>301-729-8303</u>
Rep: <u>David Snyder</u>	<u>Summers MD 21502</u>	TOLL FREE <u>---</u>
Email Address: <u>dsnyder@thebestgroup.com</u>		FAX <u>301-729-0163</u>
Company: <u>W Harley Miller</u>	<u>P.O. Box 945</u>	PHONE <u>304-267-8959</u>
Rep: <u>Tracy Doherty</u>	<u>Martinsburg, WV 25403</u>	TOLL FREE <u>---</u>
Email Address: <u>TD@ILEY@WHMCONTRACTORS.COM</u>		FAX <u>304-267-3897</u>
Company: <u>G &amp; B Builders</u>	<u>500 Corporate Center Drive</u>	PHONE <u>304-757-9196</u>
Rep: <u>T. M. Sherman</u>	<u>Suite 550</u>	TOLL FREE <u>---</u>
Email Address: <u>Tom@GBBuilders.com</u>	<u>Scott Depot, WV 25560</u>	FAX <u>304-757-0993</u>

Request for Proposal No. CRK1390

Date: 11-6-08

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Callas Contractors, Inc</u> Rep: <u>Vance Upoke</u> Email Address: <u>vupole@callascontractors.com</u>	<u>10549 Downsville Pike</u> <u>Hagerstown, MD 21740</u>	PHONE <u>301-739-8400</u> TOLL FREE FAX <u>301-739-7065</u>
Company: <u>Hantz of Winchester</u> Rep: <u>Ralph L. Sautmeyer</u> Email Address: <u>www.hantz-inc.com</u>	<u>881 Acacia Dr</u> <u>Winchester Va, 22630</u>	PHONE <u>540-665-0130</u> TOLL FREE FAX <u>540-722-2678</u>
Company: <u>Morgan-Keller Inc</u> Rep: <u>Don Moore</u> Email Address: <u>dmoore@morgankeller.com</u>	<u>70 Thomas Johnson Dr S 200</u> <u>Frederick MD 21702</u>	PHONE <u>240-818-2032</u> TOLL FREE FAX <u>301-695-0426</u>
Company: <u>GRC GENERAL CONTRACTOR</u> Rep: <u>TOM KRENITSKY</u> Email Address: <u>tom@grcgc.com</u>	<u>3289 WYNECASTLE RD.</u> <u>Box 216</u> <u>ZULLINGER PA 17272</u>	PHONE <u>717-762-1116</u> TOLL FREE FAX <u>717-762-6582</u>
Company: <u>DAVID H. HARTW ETC.</u> Rep: <u>Tom Lumer</u> Email Address: <u>ljplumer@dhaxe.com</u>	<u>4961 Chambersburg Hwy</u> <u>CHAMBERSBURG, PA 17022</u>	PHONE <u>717-269-2168</u> TOLL FREE FAX <u>717-269-6011</u>

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Page 4 of 5

Request for Proposal No. CC-06-1390

Date: 11-6-08

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>T.A. GORMAN INC.</u>	<u>5521 TABLER STATION RD</u>	PHONE: <u>304-260-0935</u>
Rep: <u>STEPHEN L. BORTIE</u>	<u>INWOOD WV 25928</u>	TOLL FREE
Email Address: <u>TAGSTEPHEN@TADG.COM</u>		FAX: <u>304-260-0953</u>
Company: <u>MASTER SERVICE M.D. ATLANTIC</u>	<u>1403 LIVINGSTON AVE</u>	PHONE: <u>304-636-8770</u>
Rep: <u>ROBERT SIDHOF</u>	<u>ELKINS, WV 26241</u>	TOLL FREE
Email Address: <u>ROB.SIDHOF@YAHOO.COM</u>		FAX: <u>304-636-8206</u>
Company: <u>VISTA CONTRACTING</u>	<u>1310 PA AVE SE</u>	PHONE: <u>202-543-3180</u>
Rep: <u>ROGER ZALEN</u>	<u>WASH. DC. 20003</u>	TOLL FREE 2
Email Address: <u>VISTA@SPEAKERSY.NET</u>		FAX: <u>202-543-3164</u>
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

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Page 5 of 5

Request for Proposal No. Carle 1390 PLEASE PRINT

Date: 11-6-08

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FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company:	<u>POERIO INC</u>	<u>467 LOWRIE'S RUN ROAD</u>	PHONE <u>412-366-6767</u>
Rep:	<u>DAVE COOK</u>	<u>PITTSBURGH, PA 15237</u>	TOLL FREE
Email Address:	<u>dcooK@poerio.com</u>		FAX <u>412-366-1404</u>
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Minghini's General Contractors, Inc.  
of Martinsburg West Virginia, as Principal, and United States Surety Company  
of Timonium Maryland, a corporation organized and existing under the laws of the State of Maryland  
with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of 5% of Bid Amount (\$ -----) 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  
Additions and Alterations to Martinsburg Correcitonal Center, Martinsburg, WV

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 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 hereunto and these presents to be signed by their proper officers, this

4th day of December, 2008.

Principal Corporate Seal

Minghini's General Contractors, Inc.  
(Name of Principal)

By Craig H. Collis

(Must be President or  
Vice President)  
Craig H. Collis  
President

(Title)

Surety Corporate Seal

United States Surety Company  
(Name of Surety)

[Signature]  
Attorney-in-Fact

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint: J. Rebecca Bruchey, Francis D. Carden, Harry A. Kendig, Frederick C. Wright, IV

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Five Million Dollars (\$5,000,000). This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July, 2008.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY Corporate Seals



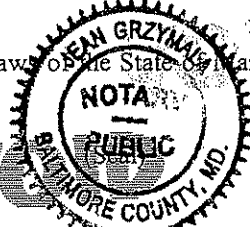
By: [Signature] Peter W. Carman, Vice President

State of Maryland County of Baltimore SS:

On this 30th day of July, 2008, before me, Jean Grzymala, a notary public, personally appeared Peter W. Carman, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] My commission expires the 1st day of December, 2008



I, Carol T. Nevin, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Baltimore, Maryland this 4th day of December, 2008.

Corporate Seals

[Signature] Carol T. Nevin, Assistant Secretary



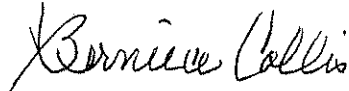
December 10, 2008

State of West Virginia  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305-0130

**Re: Public Improvement Contracts & Drug Free Workplace Act**

This affidavit is to acknowledge that Minghini's General Contractors, Inc. has a Drug Free Workplace Policy that is in compliance with West Virginia Code 21-1D-5.

**MINGHINI'S GENERAL CONTRACTORS, INC.**

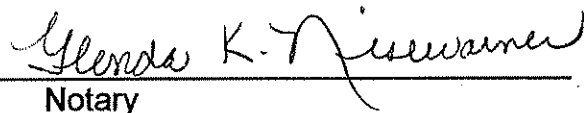
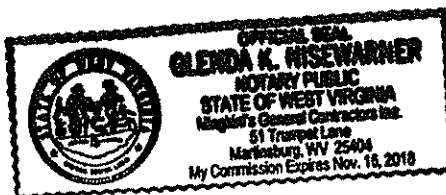


Berniece Collis  
Vice President

State of West Virginia  
County of Berkeley

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December 2009 by Berniece D. Collis, Vice President of Minghini's General contractors, Inc., a West Virginia corporation, on behalf of the corporation.

My commission expires November 16, 2018

  
Notary

51 Trumpet Lane • Martinsburg, WV 25404-4889  
Ph: (304) 263-9988 • Fax: (304) 263-0109 • [www.minghinis.com](http://www.minghinis.com)