

CITY CONSTRUCTION COMPANY, INC.  
Rt. 2 Box 285  
Clarksburg, WV 26301  
Phone 304-623-2573  
Fax 304-326-2069

# MEMO

**To:** John Abbott, Buyer, Purchasing Division  
**From:** Bud Henderson  
**Cc:**  
**Fax:** 304-558-3970  
**Date:** September 9, 2009 1:05 pm  
**Re:** West Virginia Industrial Home for Youth Jones Building DJS010273

---

Please accept our company fax sent 9/09/09 and prior to the 1:30 bid opening deadline for the above project.

Per State regulations we are respectfully sending a deduct amount today to our base bid on both project bid forms previously sent UPS formal bid package received at your office at 10:15 am today. As always simply subtract this new negative amount from our previously noted base bid to achieve our corrected net revised base bid amount for this project.

Thanking you in advance

Encl: Two bid form pages with deducts

RECEIVED  
2009 SEP -9 P 1:19  
PURCHASING DIVISION  
STATE OF WV



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

**Request for  
 Quotation**

RFQ NUMBER  
**DJS010273**

PAGE  
**1**

ADDRESS CORRESPONDENCE (ATTENTION)  
**JOHN ABBOTT  
 304-558-2544**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**City Construction Co. Inc.  
 Rt. 2 Box 285  
 Clarksburg, WV 26301**

**DIVISION OF JUVENILE SERVICES  
 WV INDUSTRIAL HOME FOR YOUTH**

**7 INDUSTRIAL BOULEVARD  
 INDUSTRIAL, WV  
 26375 304-558-6029**

DATE PRINTED		TERMS OF SALE		SHIP VIA		F.O.B.		FREIGHT TERMS	
07/28/2009									
BID OPENING DATE: 09/09/2009				BID OPENING TIME				01:30PM	
LINE	QUANTITY	UOP	UNIT NO	ITEM NUMBER	UNIT PRICE	AMOUNT			
0001		LS		968-70 Deduct	<del>(\$801,897.00)</del>	<del>(\$801,897.00)</del>			
<p><b>BUILDING CONSTRUCTION</b></p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO RENOVATE THE JONES BUILDING AT THE WEST VIRGINIA INDUSTRIAL HOME FOR YOUTH, INDUSTRIAL, WV, PER THE SPECIFICATIONS.</p> <p>MANDATORY PRE-BID                  A MANDATORY PRE-BID WILL BE HELD ON 8/12/2009; 1:30 PM AT THE ABOVE SHIP TO ADDRESS; NEAR SALEM, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE</p>									
SEE REVERSE SIDE FOR TERMS AND CONDITIONS									
SIGNATURE <i>John Abbott</i>					TELEPHONE 304-623-2573		DATE 9-9-09		
TITLE Pres		FEIN 55-0487627			ADDRESS CHANGES TO BE NOTED ABOVE				

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

**Bid Form**

**Renovation to The Jones Building**

Bid Proposal of City Construction Company, Inc.  
(hereafter called "Bidder") organized and existing under the laws of the State of \_\_\_\_\_  
West Virginia \_\_\_\_\_ and doing business as \_\_\_\_\_

\* A Corporation  
(\*Insert "A Corporation", "A Partnership", or "An Individual")

To the West Virginia Division of Juvenile Services (hereafter called "Owner"):

The Bidder, in compliance with your Notice to Contractors soliciting bonafide bids for the Renovation of The Jones Building, Industrial, West Virginia, having examined the Bidding Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the Project including the availability of materials and labor, hereby proposes to provide all labor, materials, tools and equipment necessary to complete the construction of the Project in accordance with the Bidding Documents (of which this Bid Form is a part), within the time set forth herein, and at the prices stated below.

The Contractor hereby agrees to commence work on the Project on or before a date to be specified in a written "Notice to Proceed" of the Owner. The Contractor agrees to fully complete the Renovation of The Jones Building in 210 calendar days. The Contractor also agrees, for each calendar day of delay in completion of the Project beyond the stated length construction period to be liable for and pay to the Owner liquidated damages in the amount of \$750.00 per day, subject to allowances for delays beyond the control of the Contractor, all reasons for delays properly documented and verified.

The Bidder acknowledges receipt of the following Addenda:

#1 - 8/26/2009 \_\_\_\_\_

**BASE BID PROPOSAL:** The Bidder agrees to complete all Base Bid Proposal work on the Project, as required by the Bidding Documents for the following Sum:

Deduct eight hundred one thousand eight hundred ninety seven dollars (\$ 801,897.00 )  
(Show amount in both words and figures)

In the event of a discrepancy between the wording of the Base Bid amount and the figure of the Base Bid amount, the wording shall govern.



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  
**DJS010273**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

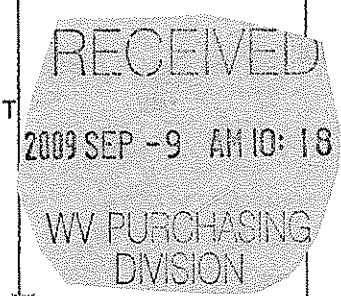
**City Construction Co. Inc.  
 Rt. 2 Box 285  
 Clarksburg, WV 26301**

S  
H  
I  
P  
T  
O

**DIVISION OF JUVENILE SERVICES  
 WV INDUSTRIAL HOME FOR YOUTH  
 7 INDUSTRIAL BOULEVARD  
 INDUSTRIAL, WV  
 26375 304-558-6029**

DATE PRINTED <b>07/28/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>09/09/2009</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		LS		968-70	<del>1,950,000.00</del>	<del>1,950,000.00</del>
<p><b>BUILDING CONSTRUCTION</b></p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO RENOVATE THE JONES BUILDING AT THE WEST VIRGINIA INDUSTRIAL HOME FOR YOUTH, INDUSTRIAL, WV, PER THE SPECIFICATIONS.</p> <p>MANDATORY PRE-BID            A MANDATORY PRE-BID WILL BE HELD ON 8/12/2009; 1:30 PM AT THE ABOVE SHIP TO ADDRESS; NEAR SALEM, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE <b>304-623-2573</b>	DATE <b>9-9-09</b>	
TITLE <b>RES</b>	FEIN <b>55-0487627</b>	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, the State may deem this contract null and void, and terminate such contract 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:  
**DJS010273**

PAGE:  
**2**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIVISION OF JUVENILE SERVICES  
 WV INDUSTRIAL HOME FOR YOUTH  
 7 INDUSTRIAL BOULEVARD  
 INDUSTRIAL, WV  
 26375 304-558-6029**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/28/2009				
BID OPENING DATE: 09/09/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-ID-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE **304-623-2573** DATE **9-9-09**

TITLE \_\_\_\_\_ FEIN **SS-0487627** 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:  
**DJS010273**

PAGE:  
**3**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF JUVENILE SERVICES  
 WV INDUSTRIAL HOME FOR YOUTH  
 7 INDUSTRIAL BOULEVARD  
 INDUSTRIAL, WV  
 26375 304-558-6029

DATE PRINTED: <b>07/28/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>09/09/2009</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT. No.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HARRISON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE <b>304-623-2573</b>	DATE <b>9-9-09</b>
TITLE	FEIN <b>55-8487627</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DJS010273**

PAGE  
**4**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIVISION OF JUVENILE SERVICES**  
**WV INDUSTRIAL HOME FOR YOUTH**  
  
**7 INDUSTRIAL BOULEVARD**  
**INDUSTRIAL, WV**  
**26375 304-558-6029**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/28/2009				
BID OPENING DATE: 09/09/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-623-2573	9-9-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	SS-0487627	

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:  
**DJS010273**

PAGE:  
**5**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIVISION OF JUVENILE SERVICES  
 WV INDUSTRIAL HOME FOR YOUTH  
 7 INDUSTRIAL BOULEVARD  
 INDUSTRIAL, WV  
 26375 304-558-6029**

DATE PRINTED: <b>07/28/2009</b>	TERMS OF SALE:	SHIP VIA:	F.O.B.:	FREIGHT TERMS:
------------------------------------	----------------	-----------	---------	----------------

BID OPENING DATE: **09/09/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UGP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE <b>304-623-2573</b>	DATE <b>9-9-09</b>
TITLE	FEIN <b>55-0487627</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

### Request for Quotation

RFQ NUMBER:  
**DJS010273**

PAGE:  
**6**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIVISION OF JUVENILE SERVICES  
 WV INDUSTRIAL HOME FOR YOUTH**

**7 INDUSTRIAL BOULEVARD  
 INDUSTRIAL, WV  
 26375 304-558-6029**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/28/2009				
BID OPENING DATE: 09/09/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 . 8/26/2009.....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-623-2573	DATE 9-9-09
TITLE	FERN SS-0487627	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:  
**DJS010273**

PAGE:  
**7**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF JUVENILE SERVICES  
 WV INDUSTRIAL HOME FOR YOUTH  
 7 INDUSTRIAL BOULEVARD  
 INDUSTRIAL, WV  
 26375 304-558-6029

DATE PRINTED:	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/28/2009				

BID OPENING DATE: **09/09/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 2	.....				
	NO. 3	.....				
	NO. 4	.....				
	NO. 5	.....				
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Bud Henderson</i>.....SIGNATURE          Bud Henderson, President          City Construction Company, Inc.....COMPANY          ...9/9/2009.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE <b>304-623-2573</b>	DATE <b>9-9-09</b>
TITLE	FEIN <b>55-0487627</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DJS010273**

PAGE  
**8**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF JUVENILE SERVICES  
 WV INDUSTRIAL HOME FOR YOUTH  
 7 INDUSTRIAL BOULEVARD  
 INDUSTRIAL, WV  
 26375 304-558-6029

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/28/2009				
BID OPENING DATE: 09/09/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.  WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.  BIDDER TO COMPLETE:  CONTRACTORS NAME: ..City Construction Company, Inc.... CONTRACTORS LICENSE NO.: ..WV001801.....  THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT  APPLICABLE LAW  THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.  ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.  BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-623-2573	DATE 9-9-09
TITLE	FEIN SS-0487627	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  
**DJS010273**

PAGE  
**9**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF JUVENILE SERVICES  
 WV INDUSTRIAL HOME FOR YOUTH  
 7 INDUSTRIAL BOULEVARD  
 INDUSTRIAL, WV  
 26375 304-558-6029

DATE PRINTED <b>07/28/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **09/09/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 5/2009					
<p><b>NOTICE</b></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>REQ. NO.: DJS010273-----</p> <p>BID OPENING DATE: 09/09/2009-----</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> <p>-----304-326-2069-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----<i>Beau Henderson</i>          Beau Henderson-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE <b>304-623-2573</b>	DATE <b>9-9-09</b>	
TITLE	FEIN <b>55-0487627</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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

## INVITATION TO BID

---

### Renovation of The Jones Building

---

Sealed bids for the Renovation of The Jones Building, Harrison County, West Virginia will be received by the State of West Virginia in accordance with the Request for Quotation issued by the Purchasing Division. The time and location for public bid opening is to be established by the Purchasing Division.

Bidders must comply with all bidding requirements and conditions set forth in the Project Manual. All bidders and bidder's subcontractors shall be licensed in compliance with the West Virginia Contractor's Licensing Act.

Bidders on this work shall also be required to comply with:

- Labor standards established by West Virginia Department of Labor.
- The Americans with Disabilities Act.

The successful Bidder as a condition of the Contract shall commence work on the Project on or before a date to be specified in a written "Notice to Proceed" of the Owner. The successful Bidder shall agree to fully complete the Renovation of The Jones Building in 210 calendar days. The successful Bidder shall also agree, for each calendar day of delay in completion of the Project beyond the stated length construction period to be liable for and pay to the Owner liquidated damages in the amount of \$750.00 per day, subject to allowances for delays beyond the control of the Contractor, all reasons for delays properly documented and verified.

Bidding documents will be available for release on **July 22, 2009**, and shall be obtained by contacting the Architect, Blackwood Associates, Inc. Project Documents may be downloaded free of charge at <http://www.wvarchitects.com/jones>. Hard copies will also be available for a total of **\$100.00**.

All requests for hard copies of Bidding Documents shall be made to the Architect no later than seven days prior to bid date and checks shall be received by the Architect no later than five days prior to bid date. Failure to comply with these requirements may preclude the issuance of the hard copies of Bidding Documents requested.

Requests for Quotations may be obtained by contacting:

WV Department of Administration  
Purchasing Division  
2019 Washington Street  
Charleston, WV 25305  
Phone: 304-558-2063

Bidding Documents may be examined at the following offices:

Engineer:

MSES Consultants, Inc. (MSES)  
609 West Main Street  
Clarksburg, WV 26301  
P: 304-624-9700 / F: 304-622-0981

Architect:

Blackwood Associates, Inc. (BAI)  
611 East Park Avenue  
Fairmont, WV 26554  
P: 304-366-1580 / F: 304-366-1537

---

Plan Houses:

A list of plan houses who have received Project Documents may be found by visiting <http://www.wvarchitects.com/Plan-Houses.pdf>

**Bid Form**

---

**Renovation to The Jones Building**

---

Bid Proposal of City Construction Company, Inc.  
(hereafter called "Bidder") organized and existing under the laws of the State of \_\_\_\_\_  
West Virginia and doing business as \_\_\_\_\_

\* A Corporation  
(\*Insert "A Corporation", "A Partnership", or "An Individual")

To the West Virginia Division of Juvenile Services (hereafter called "Owner"):

The Bidder, in compliance with your Notice to Contractors soliciting bonafide bids for the Renovation of The Jones Building, Industrial, West Virginia, having examined the Bidding Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the Project including the availability of materials and labor, hereby proposes to provide all labor, materials, tools and equipment necessary to complete the construction of the Project in accordance with the Bidding Documents (of which this Bid Form is a part), within the time set forth herein, and at the prices stated below.

The Contractor hereby agrees to commence work on the Project on or before a date to be specified in a written "Notice to Proceed" of the Owner. The Contractor agrees to fully complete the Renovation of The Jones Building in 210 calendar days. The Contractor also agrees, for each calendar day of delay in completion of the Project beyond the stated length construction period to be liable for and pay to the Owner liquidated damages in the amount of \$750.00 per day, subject to allowances for delays beyond the control of the Contractor, all reasons for delays properly documented and verified.

The Bidder acknowledges receipt of the following Addenda:

#1 - 8/26/2009 \_\_\_\_\_

**BASE BID PROPOSAL:** The Bidder agrees to complete all Base Bid Proposal work on the Project, as required by the Bidding Documents for the following Sum:

One million nine hundred fifty thousand dollars (\$ 1,950,000.00)  
(Show amount in both words and figures)

In the event of a discrepancy between the wording of the Base Bid amount and the figure of the Base Bid amount, the wording shall govern.



The Owner agrees to authorize disbursement to the Contractor for the performance of the Contract, and to make payment on 90% of the contract sum properly allocable to labor and materials completed on the Work up to the first (1<sup>st</sup>) day of each month, less the aggregate of previous payments in each case. At the time the Work is fifty percent (50%) complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, upon presentation by the Contractor of Consent of Surety, the Architect will authorize any remaining partial payments to be paid in full. Upon Substantial Completion of the Work, the payment of retainage shall be sufficient to increase the total payments to ninety-five percent (95%) for the Work designated as Substantially Complete, less any amounts as the Architect shall determine for any Work that is not complete.

The Bidder has enclosed a Bid Bond for not less than 5% of the bid proposal price indicated above.

Upon receipt of written Notice of the acceptance of this bid, the Bidder agrees to promptly furnish, within 10 calendar days of Notice, satisfactory Performance and Labor and Material Payment Bonds in the amount of the Contract Price.

---

Respectfully submitted for:  
City Construction Company, Inc.

(Firm Name)

Contractor's WV License Number: WV001801  
(Pursuant to the WV Contractor Licensing Act 1991, 21-11-11)

By: , Corporate Secretary  
Beau T. Henderson, Corporate Secretary (Signature & Title)

WV Business Registration Number: 1035-2503

Business Address: Rt. 2 Box 285 Clarksburg, WV 26301  
SEAL (If Bid is by a Corporation)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, City Construction Company, Inc.  
of Clarksburg, WV, as Principal, and Great American Insurance  
Compan of Cincinnati, OH, a corporation organized and existing under the laws of the State of  
OH with its principal office in the City of Cincinnati, 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  
Renovation to The Jones Building, WV Industrial Home for Youth, Industrial, 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 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  
9th day of September, 2009.

Principal Corporate Seal

City Construction Company, Inc.  
(Name of Principal)  
By: [Signature]  
(Must be President or  
Vice President)  
President  
(Title)

Surety Corporate Seal

Great American Insurance Company  
(Name of Surety)  
By: [Signature]  
Pamela V. Lanham Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
and a power of attorney must be attached.

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than SIX

No. 0 18479

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
ANDREW K. TEETER	KIMBERLY L. MILES	ALL OF	ALL
DOUGLAS P. TAYLOR	DONNA J. PRICE	CHARLESTON, WEST VIRGINIA	\$75,000,000
BRADLEY P. BOBERSKY	PAMELA V. LANHAM		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12TH day of NOVEMBER, 2008  
Attest  
GREAT AMERICAN INSURANCE COMPANY

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 12TH day of NOVEMBER, 2008, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

*RESOLVED: That the Divisional President, the Divisional Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

## CERTIFICATION

I, EVE CUTLER ROSEN, Senior Vice President, General Counsel & Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of September, 2008

AFFIDAVIT OF NON-COLLUSION

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER:  
IF THE BID IS MADE BY A CORPORATION, THEN BY ITS  
PROPERLY AUTHORIZED AGENT

State of West Virginia, County of Harrison:

Beau T. Henderson

(Name of Authorized Individual Making Bid)

residing at Rt. 2 Box 285 Clarksburg, WV 26301, being duly

sworn does depose and say that City Construction Company, Inc.

(Give Name of Bidder or Bidders)

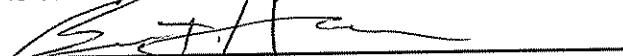
Rt. 2 Box 285 Clarksburg, WV 26301

(Business Address)

\_\_\_\_\_, and,

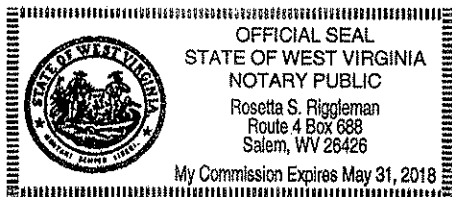
(Give Names and Addresses of All Other Persons, Firms or Corporations Interested in the Bid.)

Beau T. Henderson is or are the only person or persons interested with sharing in the profits of the herein contained Bid; that the said Bid is made without any connection or interest in the profits thereof with any other persons making any bid or proposal for said work; that said bid is on our part, in all respects fair and without collusion or fraud; and also that no member of, head of any department or Bureau, or employee therein, or any employee of the State of West Virginia Division of Juvenile Services is directly or indirectly interested therein.

  
(Signature of Authorized Individual Making Bid)

Subscribed and sworn to this 9 day of September, 20 09

before   
(Notary Public)



**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**

**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_

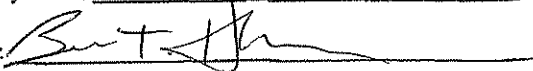
Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: City Construction Company, Inc.

Signed: 

Title: Corporate Secretary

Date: 9/9/2009

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV001801

**Classification:**

ELECTRICAL	CONCRETE
GENERAL BUILDING	SIDING
GENERAL ENGINEERING	ROOFING
HEATING, VENTILATING & COOLING	PAINTING
MULTIFAMILY	WINDOW INSTALLATION
PIPING	
PLUMBING	
RESIDENTIAL	
MASONRY	

CITY CONSTRUCTION COMPANY INC  
DBA CITY CONSTRUCTION COMPANY INC  
RR 2 BOX 285  
CLARKSBURG, WV 26301-9637

**Date Issued**

AUGUST 19, 2009

**Expiration Date**

AUGUST 19, 2010



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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

**2008**

**WEST VIRGINIA  
STATE TAX DEPARTMENT**

**2010**

**BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**CITY WINDOW COMPANY  
RT 2 BOX 285  
CLARKSBURG, WV 26301**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 1035-2503**

This certificate is issued for the registration period beginning: **July 1, 2008**  
This certificate is valid until: **June 30, 2010**

*This business registration certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12 of the West Virginia Code.*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.**  
**ENGAGING IN BUSINESS WITHOUT CONSPICUOUSLY POSTING A WEST VIRGINIA BUSINESS  
REGISTRATION CERTIFICATE IN THE PLACE OF BUSINESS IS A CRIME AND MAY SUBJECT YOU  
TO FINES PER W. VA. CODE § 11-9.**

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.**  
**CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.**

# State of West Virginia



## Certificate

*I, Betty Ireland, Secretary of State of the State of West Virginia, hereby certify that*

Articles of Amendment to the Articles of Incorporation of

**CITY WINDOW COMPANY**

Are filed in my office as required by the provisions of the West Virginia Code and are found to conform to law. Therefore, I issue this.

### **CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION**

changing the name of the corporation to

**CITY CONSTRUCTION COMPANY, INC**



*Given under my hand and the Great Seal of the State of West Virginia on this day of December 30, 2008*

*Betty Ireland*

Secretary of State





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

STATE OF West Virginia

COUNTY OF Harrison, TO-WIT:

I, Beau Henderson, after being first duly sworn, depose and state as follows:

- 1. I am an employee of City Construction Company, Inc.; and
2. I do hereby attest that City Construction Company, Inc.

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

City Construction Company, Inc.
(Company Name)

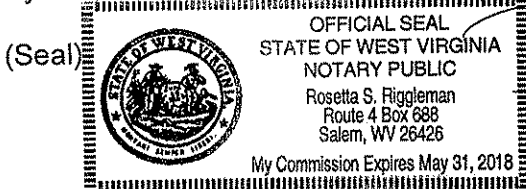
By: Beau T. Henderson

Title: Corporate Secretary

Date: 9/9/2009

Taken, subscribed and sworn to before me this 9 day of September

By Commission expires May 31, 2018



Rosetta S. Riggleman
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**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:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1 D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, 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 1 D, 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:**

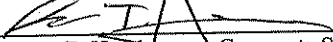
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: City Construction Company, Inc.

Authorized Signature:   
Beau T. Henderson, Corporate Secretary

Date: 9/9/2009