

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
  - Randall Reid-Smith, Commissioner
  - West Virginia Division of Culture and History
  - The Culture Center
  - State Capitol Complex
  - 1900 Kanawha Blvd, East
  - Charleston, WV 25305-0300



1.02 FOR:

- Performing Arts Stage & Support Building
- Clifftop, West Virginia
- Architect's Project Number: 1083

1.03 DATE: 8/15/12 (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

- A. Bidder's Full Name Allegheny Restoration & Builders Inc.
  - 1. Address PO Box 18032
  - 2. City, State, Zip Morgantown WV 26507

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Paradigm Architecture, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. ONE million six hundred & sixty six thousand  
Four Hundred & NINE dollars  
 (\$ 1,666,409 ), in lawful money of the United States of America.

- C. We have included the required security deposit as required by the Instruction to Bidders.
  - 1. Bid Bond is included.
  - 2. Bid includes the following:
    - a. Labor and Material Bond
    - b. Maintenance Bond
    - c. Performance Bond

D. All applicable federal taxes are included and State of West Virginia taxes are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 120 days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - I. Execute the Agreement within seven days of receipt of Notice of Award.
- C. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**1.07 CONTRACT TIME**

- A. If this Bid is accepted, we will:
- B. Complete the Work in 24 calendar weeks from Notice to Proceed.

**1.08 LIQUIDATED DAMAGES**

- A. The Contractor agrees to pay Liquidated Damages of \$100.00 for every calendar day the project extends beyond the schedule noted in the Bid Form.

**1.09 CHANGES TO THE WORK**

- A. See Section 00 7300 Supplementary Conditions, Article 7.3
- B. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 25% percent overhead and profit on the net cost of our own Work;
  2. 10% percent on the cost of work done by any Subcontractor.
- C. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 50% of the overhead and profit percentage noted above.

**1.10 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated 7/30/12.
  2. Addendum # 2 Dated 8/14/12.

**1.11 CONTRACTORS' LICENSE**

- A. West Virginia Code 21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractors license may be made by contacting the West Virginia Division of Labor, Building 6, Room B749, State Capital Complex, Charleston, West Virginia, 25305. Telephone: (304) 348-7890. West Virginia Code 21-11-11 requires any prospective Bidder to include the contractors license number on their Bid. The successful Bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract.

**1.12 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of
- B. Allegheny Restoration & Builders, Inc.
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. [Signature]
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. Gordon B. Lee, President
- I. (Authorized signing officer, Title)

- 1.13 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**END OF BID FORM**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** DCH12120

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                                    |                                          |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Allegheny Restoration & Bldrs Inc.  
 Company

[Signature]  
 Authorized Signature

8/15/12  
 Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012



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

**SOLICITATION**

NUMBER  
 DCH12120

PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 CONNIE HILL  
 304-558-2157

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RFQ COPY  
 TYPE NAME/ADDRESS HERE

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DIVISION OF CULTURE & HISTORY  
 CULTURAL CENTER  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0300 558-0220

DATE PRINTED  
 07/10/2012

BID OPENING DATE: 08/15/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	988-63	CHARLESTON, WV 25305 ARCHITECT FOR PROJECT IS: PARADIGM ARCHITECTURE INC. 2223 CHEAT ROAD, STE 300 MORGANTOWN, WV 26508 304-284-5015		
				PARK AREA CONSTRUCTION/RENOVATION SERVICES		
				LABOR, MATERIAL, EQUIPMENT, SUPPLIES & SERVICES FOR CAMP WASHINGTON-CARVER PERFORMING ARTS STAGE AND SUPPORT BUILDING LOCATED AT CAMP WASHINGTON-CARVER FAYETTE COUNTY, WEST VIRGINIA.		
				REFERENCE ATTACHED INSTRUCTION TO BIDDERS AND PARADIGM ARCHITECTURE PROJECT MANUAL AND SPECIFICATIONS.		
				***** THIS IS THE END OF RFQ DCH12120 *****	TOTAL:	1,666,409 <sup>00</sup>

SIGNATURE *[Signature]* TELEPHONE 304-594-2570 DATE 8/15/12  
 TITLE President FEIN 550708623 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, 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

**Solicitation**

NUMBER
DCH12120

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE HILL 304-558-2157

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

BUYER

DIVISION OF CULTURE & HISTORY  
 CULTURAL CENTER  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0300 558-0220

DATE PRINTED
08/14/2012

BID OPENING DATE: 08/15/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	QTY NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
LABOR, MATERIAL, EQUIPMENT, SUPPLIES & SERVICES FOR CAMP WASHINGTON-CARVER PERFORMING ARTS STAGE AND SUPPORT BUILDING LOCATED AT CAMP WASHINGTON-CARVER FAYETTE COUNTY, WEST VIRGINIA.  REFERENCE ATTACHED INSTRUCTION TO BIDDERS AND PARADIGM ARCHITECTURE PROJECT MANUAL AND SPECIFICATIONS.  ***** THIS IS THE END OF RFQ DCH12120 ***** TOTAL: <u>3,666,409.00</u>						

SIGNATURE	TELEPHONE 304-594-2570	DATE 8/15/12
TITLE President	FEIN 550708623	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

STATE OF West Virginia

COUNTY OF Monongalia, TO-WIT:

I, Gordon B. Lee, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Allegheny Restoration & Bldrs Inc.; and,  
(Company Name)
- 2. I do hereby attest that Allegheny Restoration & Bldrs Inc.  
(Company Name)

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

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

Allegheny Restoration & Bldrs Inc.  
(Company Name)

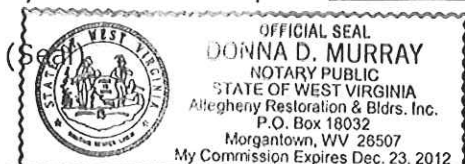
By: [Signature]

Title: President

Date: 8/15/12

Taken, subscribed and sworn to before me this 15th day of August 2012

By Commission expires December 23, 2012



[Signature]  
(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

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Allegheny Restoration & Builders Inc.

Authorized Signature: [Signature] Date: 8/15/12

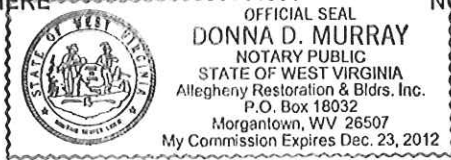
State of West Virginia

County of Morgantown, to-wit:

Taken, subscribed, and sworn to before me this 15 day of August, 2012

My Commission expires December 23, 2012

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Allegheny Restoration & Bldgs Inc.

(Company)



(Representative Name, Title) Gordon B. Lee President

304-594-2570

(Contact Phone/Fax Number)

8/15/2012

(Date)





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

**Solicitation**

NUMBER	PAGE
DCH12120	1
ADDRESS CORRESPONDENCE TO ATTENTION OF:	
CONNIE HILL 304-558-2157	

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF CULTURE & HISTORY  
 CULTURAL CENTER  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0300 558-0220

DATE PRINTED  
 07/10/2012

BID OPENING DATE: 08/15/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DIVISION OF CULTURE &amp; HISTORY FOR CAMP WASHINGTON-CARVER LOCATED AT CLIFFTOP, WV REQUEST A QUOTE TO PROVIDE ALL LABOR, MATERIAL, EQUIPMENT SUPPLIES AND SERVICES FOR CAMP WASHINGTON-CARVER PERFORMING ARTS STAGE AND SUPPORT BUILDING LOCATED IN FAYETTE COUNTY, WEST VIRGINIA PER THE PLANS AND SPECIFICATIONS.</p> <p>ALL WORK SHALL BE IN ACCORDANCE WITH THE DRAWINGS AND PROJECT MANUAL PREPARED BY THE ARCHITECT.</p> <p>BIDDING DOCUMENTS MAY BE PURCHASED FOR APPROX. \$250.00. ONLY COMPLETE SETS MAY BE PURCHASED. YOU MAY PURCHASE A COMPLETE SET FROM THE FOLLOWING OR DOWNLOAD FROM THE ARCHITECTS FTP SITE AT: WWW.FILESANYWHERE.COM; COPIES MAY BE PURCHASED FROM PRINTSCAPE, 549 BEECHURST AVE., MORGANTOWN, WV 26505, PHONE: 304-292-6710 OR FAX 304-292-6716.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD AS FOLLOWS:</p> <p>JULY 25, 2012 AT 10:00 AM</p> <p>LOCATION: CAMP WASHINGTON-CARVER            HC 35, BOX 5            CLIFFTOP, WV 25831-9601            FAYETTE COUNTY, WV</p> <p>BID OPENING: AUGUST 15, 2012 AT 1:30 PM</p> <p>LOCATION: PURCHASING DIVISION, BUILDING #15            2019 WASHINGTON STREET, EAST</p>						

SIGNATURE	TELEPHONE 304-594-2570	DATE 8/15/12
TITLE President	FEIN 55-0708623	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, 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

**Solicitation**

NUMBER  
 DCH12120

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 CONNIE HILL  
 304-558-2157

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 VENDOR

DIVISION OF CULTURE & HISTORY  
 CULTURAL CENTER  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0300 558-0220

DATE PRINTED  
 08/14/2012

BID OPENING DATE: 08/15/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT No	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 02						
1.						
TO PROVIDE A REVISED BID FORM PER THE ATTACHED. THIS DOCUMENT SHOULD BE RETURNED WITH YOUR BID.						
2.						
ADDENDUM ACKNOWLEDGEMENT - THIS ACKNOWLEDGEMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO ACKNOWLEDGE AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						
0001	1	JB		988-63		
PARK AREA CONSTRUCTION/RENOVATION SERVICES						

SIGNATURE *[Signature]* TELEPHONE 304-594-2570 DATE 8/15/12  
 TITLE Resident FEIN 550708623 ADDRESS CHANGES TO BE NOTED ABOVE

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Allegheny Restoration and Builders, Inc.  
of Morgantown, WV, as Principal, and Westchester Fire Insurance Company  
of Philadelphia, PA, a corporation organized and existing under the laws of the State of  
PA with its principal office in the City of Philadelphia, 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  
Camp Washington Carver Performing Arts Stage & Support Building - According to Plans and Specifications

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  
15th day of August, 2012.

Principal Corporate Seal

Allegheny Restoration and Builders, Inc.  
(Name of Principal)

By [Signature]

(Must be President or  
Vice President)

GORDON BURKH  
(Title)

Surety Corporate Seal

Westchester Fire Insurance Company  
(Name of Surety)

By [Signature]

Kimberly J. Wilkinson, WV Resident Agent 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.

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Allan L. McVey, Gregory T Gordon, Kimberly Jean Wilkinson, Larry D Kerr, Patricia Ann Moye, all of the City of CHARLESTON, West Virginia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Four million dollars & zero cents (\$4,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15 day of April 2011.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 15 day of April, AD. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 26, 2014

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 15<sup>th</sup> day of August 2012



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 15, 2013.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Allegheny Restoration and Builders, Inc.  
of Morgantown, WV, as Principal, and Westchester Fire Insurance Company  
of Philadelphia, PA, a corporation organized and existing under the laws of the State of  
PA with its principal office in the City of Philadelphia, 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  
Camp Washington Carver Performing Arts Stage & Support Building - According to Plans and Specifications

**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  
15th day of August, 2012.

Principal Corporate Seal

Allegheny Restoration and Builders, Inc.  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

Westchester Fire Insurance Company  
(Name of Surety)

By: Kimberly J. Wilkerson  
Kimberly J. Wilkerson, WV Resident Agent 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.

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Allan L. McVey, Gregory T. Gordon, Kimberly Jean Wilkinson, Larry D. Kerr, Patricia Ann Moye, all of the City of Charleston, West Virginia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Four million dollars & zero cents (\$4,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15 day of April 2011.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 15 day of April, AD. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 26, 2014

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 15<sup>th</sup> day of August

2012



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 15, 2013.