



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

NOVEMBER 2012

BID SUPPLEMENT # 2

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for a Federal grant or cooperative agreement, or potential contractor for a major third party contract),

MBM Contracting, Inc. (COMPANY NAME) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three year period preceding the proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for a Federal grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of these statements in this certification, the participant shall attach an explanation to this certification).

THE PRIMARY PARTICIPANT (APPLICANT FOR A FEDERAL GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),

MBM Contracting, Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.



President
Signature and Title of Authorized Official

03/19/13 01:25:40 PM
West Virginia Purchasing Division



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

STATE OF Pennsylvania

COUNTY OF Allegheny, TO-WIT:

I, Danny P. Brown, after being first duly sworn, depose and state as follows:

- 1. I am an employee of MBM Contracting, Inc.; and,
2. I do hereby attest that MBM Contracting, 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.

MBM Contracting, Inc.
(Company Name)
By: [Signature]
Title: President
Date: February 13, 2013

Taken, subscribed and sworn to before me this 13th day of February, 2013

By Commission expires

(Seal)

Notarial Seal
Susan Brown, Notary Public
Baldwin Boro, Allegheny County
My Commission Expires April 18, 2014
Member, Pennsylvania Association of Notaries

[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.

FORM OF PROPOSAL

OWNER: West Virginia Department of Health & Human Resources
Charleston, West Virginia

PROJECT: 50-Bed Addition for:

William R. Sharpe, Jr. Hospital - Weston, West Virginia

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

BASE BID: FOURTEEN MILLION SIX HUNDRED SEVENTY FIVE THOUSAND

\$ 14,675,000.00

(Bid amount shall be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

Note: Base Bid to include Cost to provide twenty-four (24) months (from Substantial Completion Date) of Comprehensive Maintenance as detailed in Section 200000A-1.48. The Cost associated with this Maintenance is the sum of:

COMPREHENSIVE MAINTENANCE: FOUR HUNDRED NINETY TWO THOUSAND EIGHT HUNDRED

\$ 492,800.00

The Bidder, if successful and awarded a Contract within sixty (60) days of Bid Proposal, agrees that all Work as defined on the construction documents shall be completed within three-hundred and sixty-five (365) days on a receipt of the Owner's written Notice to Proceed.

The Work must attain Substantial Completion by three-hundred and twenty (320) Calendar Days after the Notice to Proceed. Liquidated Damages will start if Substantial Completion is not obtained within the 320 Calendar Days.

The Work must attain Final Completion by 365 calendar days after the Notice to Proceed.

The Hospital must remain fully operational during construction.

UNIT PRICES: Bidders submitting a bid must complete the following unit pricing for their contract which can be added or deducted from the contract amount.

Item #1: Fire Alarm Pull Station (Key Operated) Amount = \$ 421.⁰⁰
Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."
Base bid shall include number of Fire Alarm Pull Stations as indicated on drawings.
Unit cost amount can be used to either add to or delete from the number of Fire Alarm Pull Stations as indicated on drawings.

Item #2: Fire Alarm Speaker Amount = \$ 328.⁰⁰
Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."
Base bid shall include number of Fire Alarm Speakers as indicated on drawings.
Unit cost amount can be used to either add to or delete from the number of Fire Alarm Speakers as indicated on drawings.

Item #3: Fire Alarm Strobe Amount = \$ 341.⁰⁰
Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."
Base bid shall include number of Fire Alarm Strobes as indicated on drawings.
Unit cost amount can be used to either add to or delete from the number of Fire Alarm Strobes as indicated on drawings.

Item #4: Fire Alarm Speaker/Strobe Amount = \$ 285.⁰⁰
Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."
Base bid shall include number of Fire Alarm Speaker/Strobes as indicated on drawings.
Unit cost amount can be used to either add to or delete from the number of Fire Alarm Speaker/Strobes as indicated on drawings.

Item #5: Fire Alarm Smoke Detector Amount = \$ 402.⁰⁰
Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."
Base bid shall include number of Fire Alarm Smoke Detectors as indicated on drawings.
Unit cost amount can be used to either add to or delete from the number of Fire Alarm Smoke Detectors as indicated on drawings.

Item #6: Fire Alarm Flow/Tamper Switch Amount = \$ 414.⁰⁰
Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."
Base bid shall include number of Fire Alarm Flow/Tamper Switches as indicated on drawings.
Unit cost amount can be used to either add to or delete from the number of Fire Alarm Flow/Tamper Switches as indicated on drawings.

Item #7: Fire Alarm Duct Smoke Detector and Test Station Amount = \$ 842.⁰⁰

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Fire Alarm Duct Smoke Detector and Test Stations as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Fire Alarm Duct Smoke Detector and Test Stations as indicated on drawings.

Item #8: Fire Alarm Control Relay

Amount = \$ 266.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Fire Alarm Control Relays as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Fire Alarm Control Relays as indicated on drawings.

Item #9: Fire Alarm Monitor Module

Amount = \$ 205.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Fire Alarm Monitor Modules as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Fire Alarm Monitor Modules as indicated on drawings.

Item #10: Lighting Occupancy Center

Amount = \$ 391.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Lighting Occupancy Centers as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Lighting Occupancy Centers as indicated on drawings.

Item #11: Occupancy Sensor System Power Pack/Supply

Amount = \$ 292.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Occupancy Sensor System Power Pack/Supplies as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Occupancy Sensor System Power Pack/Supplies as indicated on drawings.

Item #12: Occupancy Sensor System Switch Pack

Amount = \$ 438.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Occupancy Sensor System Switch Packs as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Occupancy Sensor System Switch Packs as indicated on drawings.

Item #13: Data/Telephone Outlet

Amount = \$ 111,00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Data/Telephone Outlets as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Data/Telephone Outlets as indicated on drawings.

Item #14: Data/Communications Cabling

Amount = \$ 98,00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include extent of Data/Communications Cabling as indicated on drawings.

Unit cost amount can be used to either add to or delete from the extent of Data/Communications Cabling as indicated on drawings.

Item #15: Stainless Steel Corner Guard

Amount = \$ 90,00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include extent of stainless steel corner guards as indicated on drawings.

Unit cost amount can be used to either add to or delete from the extent of stainless steel corner guards as indicated on drawings.

Item #16: Resilient Plastic Corner Guard

Amount = \$ 73,00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include extent of resilient plastic corner guards as indicated on drawings.

Unit cost amount can be used to either add to or delete from the extent of resilient plastic corner guards as indicated on drawings.

RESPECTFULLY SUBMITTED:

SIGNATURE:  DATE: February 13, 2013

NAME: Danny P. Brown

FIRM NAME: MBM Contracting, Inc.

FIRM ADDRESS: 4999 Old Clairton Road *Corporate Seal*
Pittsburgh, PA 15236 *if Applicable*

TELEPHONE: 412-379-9000

CONTRACT TIME: Substantial Completion by _____
Final Completion and Owner Acceptance by _____

Contractor's License Number: WV025874

The successful Bidding Contractor agrees that from the compensation otherwise to be paid, the Owner may retain a sum in accordance with the following schedule for each day thereafter, Sundays and holidays included, that the work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the contractor to complete the work at the stipulated time, and the sum is not to be construed in any sense a penalty. The successful Bidder also shall pay any additional fees that the Architect and the Architect's consultants may accrue.

LIQUIDATED DAMAGES WILL BE ASSESSED IF SUBSTANTIAL COMPLETION IS NOT OBTAINED WITHIN THREE-HUNDRED AND TWENTY (320) CALENDAR DAYS OF THE NOTICE TO PROCEED AT THE RATE OF:

\$3000.00/per day

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. Allowance may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor and approved by the Architect/Owner.

AUTHORITY AND RESPONSIBILITY OF THE ARCHITECT:

The Architect shall decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.

SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without consent of the other party.

ADDENDA ACKNOWLEDGMENT

The undersigned hereby acknowledges receipt of the following Addenda and has taken the information contained therein into full consideration in the formulation of this bid.

Addendum No. 1	<u>01/09/2013</u>
Addendum No. 2	<u>01/09/2013</u>
Addendum No. 3	<u>02/07/2013</u>
Addendum No. 4	<u>03/04/2013</u>
Addendum No. 5	<u>03/11/2013</u>

Failure to acknowledge receipt of each Addendum may be cause for rejection of the bid.

SIGNATURE: _____


Danny P. Brown Signature in Ink

DATE: March 6, 2013

BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this Proposal are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Proposal is based upon the Standards specified by the Contract Documents.
3. Bidder has visited the site, has become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. The Bidder / Bidder employees, while working on Owner's property, shall not purchase, transfer, use or possess tobacco products, illegal drugs, alcohol, abuse prescription drugs in any way.
5. Bidder agrees to furnish any information requested by the Owner/Engineer to evaluate the responsibility of the Bidder.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint Proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:
 - 6.1 The Proposal has been prepared independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Proposal.
 - 6.2 Unless otherwise required by law, the costs, which have been quoted in the Proposal, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Proposal deadline, directly or indirectly, to any other Bidder that would have any interest in the Proposal costs.
 - 6.3 No attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.


The successful bidder will be required to furnish a copy of their Contractor's License prior to issuance of a Purchase Order/Contract.

END OF SECTION 00 42 13

LIST OF PROPOSED SUBCONTRACTORS EQUIPMENT / MATERIAL SUPPLIERS

(This form must be included in bid or faxed to the OWNER/ARCHITECT within one business day of close of bid)

List below each major branch of work and major equipment / material category for this proposal and the subcontractor or supplier proposed for that portion of work; also provide the contractor's license number for each subcontractor as required by the "West Virginia Contractor Licensing Act." If the branch of work is to be completed solely by an equipment / material supplier, indicate by notation below in the contractor license number column. The bidder may be requested to change an unsatisfactory subcontractor or equipment / material supplier. The contractor is responsible for selecting or changing subcontractor or equipment / material supplier. The Owner or Engineer may indicate their concerns about any entity listed which they have reason to believe past experience indicates poor performance may be expected. It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all proposed subcontractors and equipment / material suppliers being proposed to perform the work. The Contractor has full responsibility for satisfactory execution of all work in accordance with the contract documents. Any change of proposed subcontractors or material suppliers shall be at no additional cost to Owner, as the Contractor has full responsibility for execution of the work.

I  representing MBM Contracting, Inc.
(Signature of Responsible Contractor) (Company Name)

on this date February 13, 2013 the following list of subcontractors and major material suppliers for your review and comment. This is the final and complete list of companies who will be performing work or supplying materials for **William R. Sharpe, Jr. Hospital 50 Bed Addition.**

I agree that once the subcontractors and material suppliers listed are approved for use by the Owner and Architect/Engineer, no other subcontractors or substitute for any subcontractors listed below, will be used in the performance of the contract without written approval of the Owner and Engineer. I further agree that if non-approved subcontractors or suppliers are used, my company shall be placed on probation, unless in its reasonable discretion, the STATE OF WEST VIRGINIA determines otherwise.

WILLIAM SHARPE HOSPITAL
50-BED ADDITION

SECTION 00 45 18.3
CERTIFICATION OF U.S. COMPTROLLER
CONSOLIDATED LIST OF PERSONS OR FIRMS
CURRENTLY DEBARRED FOR VIOLATIONS OF
VARIOUS PUBLIC CONTRACTS INCORPORATING
LABOR STANDARDS PROVISIONS
NOVEMBER 2012

BID SUPPLEMENT # 3

MBM Contracting, Inc. hereby certifies that it ~~is~~ IS NOT
(specify one) included on the US Comptroller Consolidated List of Persons or Firms Currently
Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

February 13, 2013
Date

Authorized Signature

President
Title

MBM Contracting, Inc.
Company Name

BID FORM # 4

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned (Vendor, Contractor) certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit) cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress, in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, and undersigned assures that it will complete an submit Standard Form –LLL, "Disclosure of Lobbying Activities" Rev. 7-07; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit) cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C 1352. The undersigned also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

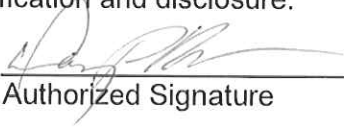
The (Vendor, Contractor) MBM Contracting, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (Vendor, Contractor) understands and agrees that the provisions of 31 U.S.C §§ 3801et seq., apply to this certification and disclosure.

February 13, 2013

Date

President

Title


Authorized Signature

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: MBM Contracting, Inc.

Authorized Signature: *[Signature]* Date: February 13, 2013

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 13 day of September, 2013.

My Commission expires _____, 20____.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susan Brown, Notary Public
Baldwin Boro, Allegheny County
My Commission Expires April 18, 2014
Member - Board of Notaries / Association of Notaries

AFFIX SEAL HERE


NOTARY PUBLIC

[Signature]

BID SUPPLEMENT #6
NON-COLLUSION AFFIDAVIT

TO: OWNER THE STATE OF WEST VIRGINIA, Department of Health and Human Resources.

The undersigned bidder, by its officers, agents, or representatives, being duly sworn, on their oaths say that neither they nor any of them, have, in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of the **State of West Virginia** whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person, in any way or manner, any of the proceeds of the contract sought by this bid.



Danny P. Brown, President
(Bidder or Agent)

For: MBM Contracting, Inc.

4999 Old Clairton Road

Pittsburgh, PA 15236

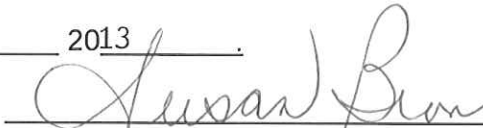
(Firm or Corporation)

Subscribed and sworn to before me by Danny P. Brown

this 13th day of February 2013.

My commission expires _____





(Notary Public)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, MBM Contracting, Inc.
of 4999 Old Clairton Rd., Pittsburgh, PA 15236, as Principal, and Fidelity and Deposit Company
of Maryland of Owings Mills, Maryland 21117, a corporation organized and existing under the laws of the State of
Maryland with its principal office in the City of Owings Mills, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 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
50 Bed Addition for William R. Sharpe, Jr., Hospital - Weston, West Virginia

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
13th day of February, 2013.

Principal Corporate Seal

MBM Contracting, Inc.
(Name of Principal)

By: [Signature]
(Must be President or Vice President) Danny P. Brown

President
(Title)

Surety Corporate Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)

By: [Signature]
Attorney-in-Fact
Robert C. McCarthy, Jr.,

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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert C. MCCARTHY, JR., Ruth Ann KRENICKY and Felicia M. LOFTIS, all of Pittsburgh, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of April, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

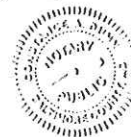
Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 25th day of April, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of February, 2013.



Geoffrey Delisio

Geoffrey Delisio, Vice President