



N.F. Mansuetto & Sons, Inc.
ROOFING AND SHEET METAL CONTRACTORS

Date: September 20th, 2013

**RE: Clarification for Section in General Terms and Conditions Paragraph 10.
"Alternates"**

Clarifications:

1. We have included literature from Firestone Building Products as a proposed equal to the Carlisle Building Products indicated in the specification. Our price will allow us to perform the work with either manufacturer based on availability of materials.
2. Wood blocking has been included to increase the depth of the wood blocking that exists. Replacement of deteriorated wood blocking will be performed on a time and material basis.
3. We have received Addenda 1, 2, 3, 4, 5 & 6.
4. From these addenda, we have based our price on an 1/8" tapered insulation system that is mechanically attached to the metal deck, which is to have a minimum thickness of 2.5" at the roof drains and gutter/drainage edge; with a fully-adhered EPDM roofing system applied to the surface of the polyisocyanurate roof insulation.

If you have any questions, please call us.

Sincerely,

N.F. Mansuetto & Sons, Inc.

Steven Ochap

RECEIVED

2013 SEP 23 AM 10:31

WV PURCHASING
DIVISION

September 13, 2013



N.F. Mansuetto and Sons, Inc.
116 Wood St.
Martins Ferry, OH. 43935

Manufacturer's Representative
AAdvanced Building Products, LLC

9321 Ravenna Road • Suite D
Twinsburg • OH 44087
Phone: 330-405-4860
Fax: 330-405-4861
www.aadvanced.com

Re: Lakin Hospital Alternate Materials
Attn: Steve Ochap

Dear Steve;

Firestone Building Products has reviewed the project specifications for the Lakin Hospital pertaining to substitute manufactures for the fully adhered EPDM Roof system. Firestone Building Products Fully Adhered .060 EPDM system will meet or exceed all project requirements for the specified roofing system over a base layer of 2.5" minimum at the drains and 1/8" slope tapered Firestone poly-iso thermal insulation. Upon successful installation the Firestone system will be eligible for the specified 15 year labor and material warranty specified for the project.

We have included specific product data for your review and inclusion with your proposal if needed. The Firestone product data meets or exceeds product data specified for the project. If you have any other questions or need any other information please let us know. We look forward to working with you again on another successful project.

Thank you for choosing Firestone Building Products for your roofing and sheet metal needs.

Sincerely;

Richard J. Esswein

Richard J. Esswein

NOBODY COVERS YOU BETTER™
Firestone Building Products – www.firestonebpc.com
Firestone Metal Products / Unaclad – www.unaclad.com



TECHNICAL INFORMATION SHEET

**Low-Slope Fire Retardant (LS FR)
RubberGard™ EPDM Membrane**

TIS #103



Description:

Firestone FR RubberGard™ EPDM is a non-reinforced, cured, single-ply roofing membrane that can be used in ballasted, fully adhered and mechanically attached systems.

Preparation of Substrate:

1. Substrates must be clean, dry, smooth, and free of sharp edges, fins, loose or foreign materials, oil, grease, and other materials that may damage the membrane.
2. All roughened surfaces that can damage the membrane shall be repaired as specified to offer a smooth substrate.
3. All surface voids greater than 1/4" (6.3 mm) wide shall be properly filled with an acceptable fill material.

Method of Application:

1. RubberGard Non-Reinforced FR EPDM Membrane must be installed in accordance with current RubberGard specifications, details and workmanship requirements.

Storage:

- Store away from sources of punctures and physical damage.
- Assure that structural decking will support the loads incurred by material when stored on rooftop. The deck load limitations should be specified by the project designer.
- Store away from ignition sources as membrane will burn when exposed to open flame.

Precautions:

- Take care when moving, transporting, handling, etc. to avoid sources of punctures and physical damage.
- Isolate waste products, such as petroleum products, greases, oils (mineral and vegetable) and animal fats from the RubberGard membrane.
- Refer to Material Safety Data Sheets (MSDS) for safety information.

Packaging:	Widths ¹	Lengths	Weight
.045" LS-FR	7.5' (2.3 m)	100' (30.5 m)	0.31 lb/sf (1.5 kg/m ²)
	10' (3.05 m)	100' (30.5 m)	
	16.7' (5.09 m)	100' (30.5 m)	
	20' (6.1 m)	100' (30.5 m)	
	30' (9.14 m)	100' (30.5 m)	
	40' (12.19 m)	100' (30.5 m)	
.060" LS-FR	50' (15.24 m)	100' (30.5 m)	0.43 lb/sf (2.1 kg/m ²)
	7.5' (2.3 m)	100' (30.5 m)	
	10' (3.05 m)	100' (30.5 m)	
	16.7' (5.09 m)	100' (30.5 m)	
	20' (6.1 m)	100' (30.5 m)	
	30' (9.14 m)	100' (30.5 m)	
	40' (12.19 m)	100' (30.5 m)	
	50' (15.24 m)	100' (30.5 m)	

¹Available sizes vary by product. Contact your Firestone Customer Service Representative for availability and packaging information.

TECHNICAL INFORMATION SHEET

Compliance:

Post Consumer Recycled Content: 0%
 Pre Consumer Recycled Content: 0%
 Manufacturing Location: Prescott, AR CCMC 13266-L



Physical Properties:	ASTM Standard	Units	Performance Minimum	Typical Values 45 mil	Typical Values 60 mil
Thickness, minimum Sheet-overall	D 412	In. (mm)	0.0405 (1.016) 0.0504 (1.372)	0.0405 (1.092)	0.059 (1.499)
Tensile Strength, minimum	D 412 (Die C)	psi(MPa)	1305 (9.0)	1435 (9.9)	1454 (10.0)
Elongation, Ultimate, minimum	D 412 (Die C)	%	300	450	622
Tensile set, maximum	D 412, Method A (Die C)	%	10	5	2.18
Tear Resistance, minimum	D 624 (Die C)	Lbf/in (kN/m)	159 26.3	190 33.2	219 38.4
Brittleness point, maximum	D 2137	°F(°C)	-49(45)	-62(-52)	-49(-45)
Ozone resistance, no cracks	D 1149	-	-	Pass	Pass
Heat Aging:	D 573				
Tensile Strength, min.	D 412 (Die C)	psi(MPa)	1205(8.3)	1425(9.8)	1490(10.3)
Elongation, ultimate, min.	D 412	%	200	240	322
Tear resistance, min.	D 624	Lbf/in (kN/m)	125 21.9	180 31.5	179 31.3
Linear dimensional change, maximum	D 1204	%	±1.0	-0.5	-.32
Water absorption, max, mass %	D 471	%	+8,-2	+1.8	+1.51
Factory Seam Strength, minimum	D 816 Method B (Modified)	Lbf/in (kN/m)	50 (8.8) or Sheet Failure	Sheet Failure	Sheet Failure
Weather Resistance:					
Visual inspection	D 518	-	Pass	Pass	Pass
PRFSE, minimum	D 518	%	30	52	53
Elongation, ultimate, min	D 412 (Die C)	%	200	240	255

RubberGard LS-FR membrane meets or exceeds the minimum requirements set forth by ASTM D 4637 for Type I non-reinforced EPDM single-ply roofing membranes.

Please Contact your Firestone Technical Coordinator at 1-800-428-4511 for further information.

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TECHNICAL INFORMATION SHEET

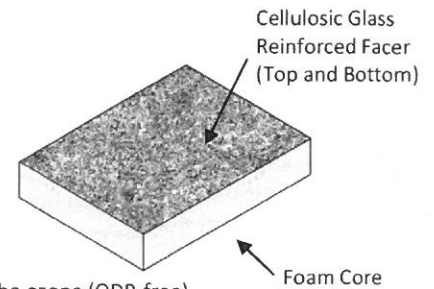
ISO 95+™ GL Insulation Flat and Tapered

TIS 901

Description:

Firestone ISO 95+ GL flat and tapered roof insulation consists of a closed-cell polyiso foam core laminated to a black glass reinforced mat facer on both major surfaces. Flat and tapered ISO 95+ GL insulation provides outstanding thermal performance on commercial roofing applications, while providing positive roof top drainage to help eliminate ponding water when tapered ISO 95+ GL insulation is used.

All Firestone polyiso insulations use EPA accepted blowing agents and qualify under the Federal Procurement Regulation for Recycled Material. Flat and tapered ISO 95+ GL insulation with ISOGARD™ Foam Technology incorporates a HCFC-free blowing agent that does not contribute to the depletion of the ozone (ODP-free).



Method of Application:

Insulation shall be neatly fitted to all roof penetrations, projections and nailers. No more insulation shall be installed than can be covered with membrane and completed before the end of each day's work or before the onset of inclement weather.

Firestone ISO95+ GL board may be installed using:

- Firestone fasteners and Plates
- Hot Asphalt (requires a coverboard)
- Firestone Improved Insulation Adhesives
- I.S.O. Twin Pack™
- I.S.O. Stick™
- I.S.O. Spray™ S
- I.S.O. FIX™ II

For ballasted systems, the top layer of Firestone insulation may not be mechanically attached.

ISO 95+ GL Flute Span Over Metal Decks				
Thickness	1.0"	1.2 5"	1.5"-3.8"	4.0"
Span	2.625"	3.675"	4.375"	4.5"

Storage:

- Keep insulation dry at all times.
- Elevate insulation above the deck or ground.
- Cover insulation with waterproof tarps.

Precautions:

- Polyiso foam will burn if exposed to a flame of sufficient heat and intensity. Keep away from heat, sparks, and open flames
- Protect against dust that may be generated when insulation is cut with a circular saw during installation.
- Refer to Material Safety Data Sheet (MSDS) for additional information.
- Use in accordance with Firestone ISO 95+™ Specifications

Specification Compliance:

- ASTM C1289, Type II, Class 1
- UL Classified
- FM Class 1 Approved
- Manufactured in an ISO 9002 Registered Facility
- CAN/ULC-S704, Type 1, Class 3

Available Sizes:

- Flat Boards:** 4' x 4' (1.22 m x 1.22 m)
4' x 8' (1.22 m x 2.44 m)
- Thickness ranging 1.0" (25.4 mm) to 4.0" (101.6 mm)
- Tapered Boards:** 4' x 4' (1.22 m x 1.22 m)
4' x 8' (1.22 m X 2.44 m) (special order)
- Thickness ranging 0.5" (12.7 mm) to 4.0" (101.6 mm)
- Slopes ranging 1/16" per foot (.5%) to 1/2" per foot (4%)



CCMC 13274-L

Manufactured in an ISO 9001 Registered Facility

- Manufacturing Locations:
- Florence, KY
 - Bristol, CT
 - DeForest, WI
 - Corsicana, TX
 - Jacksonville, FL
 - Salt Lake, UT
 - Youngwood, PA

Note:
Miami Dade Classified POLYISO is only produced in the Jacksonville, FL and Youngwood, PA facilities



TECHNICAL INFORMATION SHEET

ISO 95+ GL Insulation

Typical Thickness (inches)	Thickness, (millimeters)	% Post Consumer	% Post Industrial	TOTAL RECYCLE CONTENT
1.00	25.40	37%	15%	52%
1.25	31.75	33%	15%	48%
1.50	38.10	29%	15%	44%
1.75	44.45	26%	15%	41%
2.00	50.80	24%	15%	39%
2.30	58.42	21%	15%	36%
2.50	63.50	20%	15%	35%
2.80	71.12	18%	15%	33%
3.00	76.20	17%	15%	32%
3.25	82.55	16%	15%	31%
3.50	88.90	15%	15%	30%
3.75	95.25	14%	15%	29%
4.00	101.60	14%	15%	29%

Physical Properties	ASTM Standard	Units	Value	Units	Value
Compressive Strength	D 1621	psi	20	kPa	138
Density	D 1622	pcf	2	kg/m ²	32
Dimensional Stability	D 2126	%	<2	%	<2
Moisture Vapor Transmission	E96	perm	<1	ng/(Pa•s•m ²)	57.5
Water Absorption	C209	% by volume	<1	% by volume	<1
Service Temperature	---	°F	100-200 °F	°C	73-121 °C

25 psi (172 kPa) available upon request.

Product Data	Thickness, inches	Thickness, mm	LTTR R-Value*	Flute Spanability, inches
Long Term Thermal Resistance as related to thickness of ISO95+GL	1.00	25.4	6.0	2.265
	1.25	31.7	7.5	3.675
	1.50	38.1	9.0	4.375
	1.75	44.5	10.5	4.375
	2.00	50.8	12.1	4.375
	2.30	58.4	14.0	4.375
	2.50	63.5	15.3	4.375
	2.80	71.1	17.2	4.375
	3.00	76.2	18.5	4.375
	3.25	82.6	20.1	4.375
	3.50	88.9	21.7	4.375
	3.75	95.3	23.4	4.375
	4.00	101.6	25.0	4.500

*Long Term Thermal Resistance (LTTR) values provide a 15-Year time weighted average in accordance with CAN/ULC -S770.

Acceptable Substrates:	Notes:
Structural Concrete, 3000 psi (New and Existing) Steel, min. 22 gage Lightweight Concrete Plywood and OSB, min. ½ in. Gypsum, min. 2"	Please consult the SBS Design Guide and Quick Specs on line at www.firestonebpco.com to review specific information regarding fastener types appropriate for the type of deck and insulation in use.
NOT ACCEPTABLE:	Do not use hot asphalt to adhere ISOGARD HD Coverboard to ISO 95+ GL insulation

Please Contact your Firestone Roof Systems Advisor at 1-800-428-4511 for further information.

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TECHNICAL INFORMATION SHEET

EPDM Bonding Adhesive BA-2004(T)

TIS # 817

ITEM NUMBER: W563587052

Description:

Firestone Bonding Adhesive BA-2004 (T) is a solvent based contact adhesive designed specifically for bonding Firestone RubberGard™ membranes and flashings to approved substrates such as insulations, wood, metal, masonry and other acceptable substrates.



Method of Application:

1. Surfaces to receive BA-2004 shall be clean, smooth, dry, free of sharp edges, loose and foreign materials, oil, grease, and other contaminants. Sweep the mating surface of the membrane with a stiff broom to remove excess dusting agent, if present, or other contaminants from the mating surface.
2. Stir the adhesive thoroughly before and during use, achieving a uniform mix with no sediment on the bottom and no marbling evident.
3. Apply adhesive at about the same time to both the exposed underside of the sheet and the substrate to allow approximately the same flash-off time.
4. Bonding Adhesive may be applied with a solvent-resistant paint roller or a spray rig designed to spray apply adhesives.
5. Apply by rolling the adhesive on both mating surfaces. Bonding Adhesive should be applied evenly so as to avoid globs.
6. As an option, spray apply Bonding Adhesive, and back-roll the adhesive uniformly and evenly with a solvent-resistant paint roller.
Care must be taken not to apply Bonding Adhesive over any area that will later be cleaned and spliced to another sheet or flashing.
7. Allow Bonding Adhesive to flash off until tacky. Touch the Bonding Adhesive surface with a clean, dry finger to be certain that the adhesive does not stick or string. While pushing straight down to check for stringing, also push forward on the adhesive at an angle to ensure that the adhesive is ready throughout its thickness. If either motion exposes wet or stringy adhesive when the finger is lifted, then it is not ready for mating. Flash off time will vary depending on ambient air conditions.
8. Starting at the fold, roll the previously coated portion of the sheet into the coated substrate slowly and evenly so as to minimize wrinkles.
9. To ensure proper contact, compress the bonded half of the sheet to the substrate with a stiff push broom using heavy pressure.

Storage:

- Store in original unopened containers at temperatures between 60 °F (15.6 °C) and 80 °F (26.7 °C) until ready for use.
- For optimum results, rotate your stock to ensure stored material has not exceeded the shelf life of one year.
- Shelf life of one year can be expected if stored in original sealed container at temperatures between 60 °F (15.6 °C) and 80 °F (26.7 °C). If exposed to lower temperatures, restore to room temperature prior to use.
- Shelf life will be shortened if exposed to elevated temperatures. Rotate stock to insure stored material will not go beyond the shelf life of one year.

Precautions:

- Flammable. Keep away from fire and open flame and other possible ignition sources during storage and use. Do not smoke when using.
- Harmful or fatal if swallowed.
- Avoid prolonged inhalation.
- Avoid prolonged contact with skin. Gloves should be worn (OSHA approved).
- Avoid eye contact by wearing safety goggles with side shields.
- For professional use only.
- Keep out of reach of children.
- Thinning is not allowed.
- Do not use for splicing.
- Do not use with TPO.
- Use only in well ventilated areas.
- Cover tightly when not in use.
- Review Material Safety Data Sheet specified on the Bonding Adhesive container label.
- Recommended cleaner is Toluene (while fluid).

Compliance:

Post Consumer Recycled Content: 0%
Pre Consumer Recycled Content: 0%
Manufacturing Location: South Bend, IN



TECHNICAL INFORMATION SHEET

Packaging:

<i>Pail:</i>	5 Gallon (18.9 L)
<i>Weight:</i>	≈41 lbs (18.6 kg)
<i>Coverage:</i>	A coverage rate of 45 - 60 ft ² per gallon (1.10 – 1.47 m ² per liter) may be obtained depending on the substrate. Some insulation surfaces are more uneven and porous and will result in a lower coverage rate while smooth non-porous substrates will result in higher coverage rates. Rates are based on roller application to both mating surfaces. Very porous substrates (rough wood, concrete block) may require <u>two</u> coats of Bonding Adhesive, to ensure proper adhesion. This can be determined by testing a small area. Check by adhering a small piece of membrane to the porous substrate to verify the bonding strength.
<i>Units Per Pallet:</i>	45 – 5 gallon pails

Physical Properties:

Minimum Performance

<i>Base:</i>	A blend of Polychloroprene and SBR rubbers
<i>Color:</i>	Yellow
<i>Solvents:</i>	A blend of Acetone, Hexane, Toluene and Xylene
<i>Viscosity:</i>	3,300-3,800 cps, with R.V.F. #3 spindle @ 10 rpm
<i>Weight/Gallon:</i>	6.6-7.4 lb/gal
<i>Specific Gravity:</i>	0.7909-0.8868
<i>V.O.C. Content:</i>	5.282 lb/gal (633 g/L)

Approved Power Equipment:

Garlock 25ST Roller Boss Power Roller

4 hp Honda Engine, 4 CFM Compressor, 25 gal pressurized supply tank (20 gal for material; 60-80 psi), Up to 100 psi rating, 2 – ¾" x 30' supply hoses with swivels, 2 – 18" roller head assemblies

Garlock 2120 Commander Sprayer

18 hp Kohler Engine, 4500 psi Rating, 5 Gallon per Minute Flow, 1200 psi Pressure (minimum), Pump Displacement 45:1, GPM Rating: up to 5 gpm, ½" x 100' hose, 2" Intake pipe with screen, 5 or 55 gal drum containers, Graco Spray Tips: .023 to .031 diameter hose

Garlock Twin Gun Airless Sprayer

6.5 hp Honda Engine, 3000 psi Rating, Pump Displacement 30:1, GPM Rating: up to 1 gpm, Up to 400' of single ½" diameter hose, Up to 200' of dual ½" diameter hose, ¾" Intake pipe with screen, 5 or 55 gal drum containers, Bulk tank containers, Graco Spray Tips: .019 to .025 diameter hose (1850 psi operating pressure)

Graco Spray Equipment:

P70EC4-70 – 70:1 Xtreme Sprayer Package w/Heavy Duty car, Hopper package, w/NXT motor and Data Track, Xtreme-Duty high pressure hose, 3/8" x 50', 7250 psi, with ¼" x 6' whip hose, XTR-7 applicator with XHD821-825 tips.

Please Contact your Firestone Roof Systems Advisor at 1-800-428-4511 for further information.

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TECHNICAL INFORMATION SHEET

All-Purpose Fastener

Red Fasteners

1 1/4"	W56RAC4200
1 5/8"	W56RAC4201
2 1/4"	W56RAC4202
2 7/8"	W56RAC4203
3 1/4"	W56RAC4204
3 3/4"	W56RAC4205
4 1/2"	W56RAC4206
5"	W56RAC4207
6"	W56RAC4208
7"	W56RAC4209
8"	W56RAC4210

White Fasteners*

1 1/4"	W56RAC4199
2 1/4"	W56RAC4215
2 7/8"	W56RAC4216
3 1/4"	W56RAC4217
3 3/4"	W56RAC4218
4 1/2"	W56RAC4219
5"	W56RAC4220
6"	W56RAC4221
7"	W56RAC4222
8"	W56RAC4223



Product Information

Description:

Firestone All-Purpose Fasteners are used in roofing applications for the attachment of roofing insulation and base sheets in combination with Firestone Insulation Plates and attachment of Firestone Batten Strips, Seam Plates, Termination Bars, and other accessories to steel and wood substrates where approved by Firestone Technical Specifications. The Firestone All-Purpose Fastener is Factory Mutual (FM) approved.

*NOTE: Firestone is not responsible for, nor guarantees that the white coating will remain on the fastener during or after installation. Because the coating on Firestone white fasteners is removed to some degree during the installation process, Firestone suggests that 1) the building owner be made aware of the expectations of the white fasteners and that repainting of the deck may be required after roofing is complete or 2) any deck painting take place after the roof is installed. In this case, any color of screw will work.

Product Packaging

Screw Length	Thread Length	Pieces per Plastic Pail	Pails per Pallet
1 1/4" (31.75 mm)	Full	1,000	60
1 5/8" (41.28 mm)	Full	1,000	60
2 1/4" (57.15 mm)	Full	1,000	60
2 7/8" (73.03 mm)	Full	1,000	60
3 1/4" (82.55 mm)	3" (76.2 mm)	1,000	60
3 3/4" (95.25 mm)	3" (76.2 mm)	1,000	60
4 1/2" (114.3 mm)	3" (76.2 mm)	1,000	60
5" (127.0 mm)	4" (101.6 mm)	1,000	60
6" (152.4 mm)	4" (101.6 mm)	1,000	60
7" (177.8 mm)	4" (101.6 mm)	500	60
8" (203.2 mm)	4" (101.6 mm)	500	60

Method of Application:

- Using the #3 Phillips tip provided, and a variable speed drill, engage the fastener into the deck as noted below. Take care not to over or under drive the fastener. Threads must engage the decking material per Firestone Technical Specifications.

TECHNICAL INFORMATION SHEET

All-Purpose Fastener

2. Determine screw length as follows:
 - a. Steel Decks: Select fastener length to penetrate through the deck a minimum of 3/4" (19.1 mm).
 - b. Wood Decks: Select fastener length to penetrate into or through the deck a minimum of 1" (25.4 mm).
3. All-Purpose fasteners may not work as expected through existing roof systems or unusual substrates. Consideration should be given to using Firestone HD fasteners in these instances.

Storage:

Store in original, unopened packaging protected from the weather.

Precautions:

Eye protection must be worn during the installation of the fasteners.

LEED® Information:

Postconsumer Recycled Content: 15%
 Preconsumer Recycled Content: 10%
 Manufacturing Location: Bryan, OH



Physical Properties

Property	Typical Performance
Material:	SAE 1022, Heat Treated Steel
Thread Size:	0.235" (6.5 mm)
Threads/Inch:	13
Thread Design:	Symmetrical
Fastener Tip:	Drill point
Fastener Head:	#3 Phillips drive
Pullout in New 22 gauge (0.76 mm) Steel Deck:	
Grade C (Grade 33):	360 lb (163.3 kg)
Grade E (Grade 80):	400 lb (191.4 kg)
Pullout in New 3/4" (19.0 mm) Plywood Deck:	400 lb (191.4 kg)
Corrosion Resistant Coating:	Electrocoating of Firestone's Red and White fasteners both exhibit 15% or less red rust after 30 cycles of Kesternich and exceed requirements of FM 4470.

Please contact your Firestone Roof Systems Advisor at 1-800-428-4511 for further information.

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RED SHIELD WARRANTY



RED SHIELD ROOFING SYSTEM LIMITED WARRANTY

Warranty No:
Building Owner:
Building Identification:
Building Address:
Warranty Period Of:
Roofing Contractor:

FBPCO #

Square Footage:

s.f.

SAMPLE

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the Firestone Roofing System ("System").

TERMS, CONDITIONS AND LIMITATIONS

- Products Covered.** The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator.
- Notice.** In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any occurrence of a leak. Written notice may be sent to Firestone at the street address or fax number shown on the reverse side of this Limited Warranty. Evidence of this notice shall be the receipt by Owner of a Firestone Leak Notification Acknowledgement. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak.
- Investigation.** If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Red Shield Roofing System Limited Warranty (the "Limited Warranty"), the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.
- Disputes.** Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- Pavement Required.** Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.
Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Winds of peak gust speed at or in excess of 55 MPH calculated at ten (10) meters above ground using available meteorological data; (c) Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System, or which impair the System's ability to resist leaks; (d) Failure by the Owner to use reasonable care in maintaining the System; said maintenance to include, but not be limited to, those items listed on the reverse side of this Limited Warranty entitled "Building Envelope Care and Maintenance Guide"; (e) Deterioration or failure of building components, including; but not limited to, the roof substrate, walls, mortar, HVAC units, skylights etc.; (f) Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; (g) Acid, oil, harmful chemicals, or the reaction between them; (h) Alterations or repairs to the System that are not completed in accordance with Firestone's published specifications, not completed by an approved contractor, and/or not completed with proper notice to Firestone; (i) The design of the roofing system; Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; (j) Improper selection of materials for the roof assembly or the failure to accurately calculate wind uplift and/or roof loads; (k) Deterioration to metal roofing materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or, (l) Change in building use or purpose.
- Transfer.** This Limited Warranty shall be transferable subject to Owner's payment of the current transfer fee set by Firestone.
- Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.
- Roof Access.** During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the damage caused by, removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, excluding accepted stone ballast or pavers, as necessary to expose the system for inspection and/or repair.
- Waiver.** Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.
- Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By:

SAMPLE

Authorized

Signature:

Title:

Firestone

040907

BUILDING ENVELOPE CARE AND MAINTENANCE GUIDE (For Red Shield Warranted Roofing Systems)

Congratulations on your purchase of a Firestone Roofing System! Your roof is a valuable asset that should be properly maintained. **All roofs and roofing systems require periodic inspection and maintenance to perform as designed and to keep your Limited Warranty in full force and effect.**

1. The roof should be inspected at least twice yearly and after any severe storms. A record of all inspection and maintenance activities should be maintained, including a listing of the date and time of each activity as well as the identification of the parties performing the activity.
2. Proper maintenance and good roofing practice require that ponded water (defined as water standing on the roof forty-eight hours after it stops raining) not be allowed on the roof. Roofs should have slope to drain, and all drain areas must remain clean. Bag and remove all debris from the roof since such debris can be quickly swept into drains by rain. This will allow for proper water run-off and avoid overloading the roof.
3. The Firestone Roofing System should not be exposed to acids, solvents, greases, oil, fats, chemicals and the like. If the Firestone Roofing System is in contact with any such materials, these contaminants should be removed immediately and any damaged areas should be inspected by a Firestone Licensed Applicator and repaired if necessary.
4. The Firestone Roofing System is designed to be a waterproofing membrane and not a traffic surface. Roof traffic other than periodic traffic to maintain rooftop equipment and conduct periodic inspections should be prohibited. In any areas where periodic roof traffic may be required to service rooftop equipment or to facilitate inspection of the roof, protective walkways should be installed by a Firestone Licensed Applicator as needed to protect the roof surface from damage.
5. Some Firestone roofing membranes require maintenance of the surface of the membrane:
 - a. **Smooth-surfaced Firestone APP membranes** should be coated with an approved liquid coating, such as Firestone Aluminum Roof Coating or Firestone AcryliTop applied in accordance with Firestone specifications, in order to maximize the service life of the membrane. If this coating is not applied as part of the initial roofing installation, it should be applied within the first five years after the roof is installed to help protect the membrane from surface crazing and cracking. In addition, this coating should be maintained as needed to re-coat any areas that have blistered, peeled or worn through.
 - b. **Granule-surfaced Firestone APP and SBS membranes** do not normally require surface maintenance other than periodic inspection for contaminants, cuts or punctures. If areas of granular loss are discovered during inspection, these areas should be coated with Firestone AcryliTop or other Firestone-approved coating applied in accordance with Firestone specifications.
 - c. **Gravel-surfaced Firestone BUR membranes** do not normally require surface maintenance other than periodic inspection for contaminants or damage. If areas of gravel loss are discovered during inspection, gravel must be reinstalled into hot asphalt to protect the surface of the membrane. Coatings on smooth surface BUR membranes must be maintained as needed to re-coat any areas that have blistered, peeled or worn through.
 - d. **Firestone EPDM and TPO roofing membranes** do not normally require surface maintenance other than periodic inspection for contaminants, cuts or punctures. Occasionally, approved liquid roof coatings, such as Firestone AcryliTop, are applied to the surface of EPDM membranes in order to provide a lighter surface color. Such coatings do not need to be maintained to assure the performance of the underlying EPDM roof membrane, but some maintenance and re-coating may be necessary in order to maintain a uniform surface appearance.
 - e. **Firestone Una-Clad metal roofing panels and trim** do not normally require surface maintenance other than periodic inspection for contaminants or damage. In addition, periodic cleaning of the surface may be required to remove dirt and maintain the aesthetic appearance of the coated metal. Simple washing with plain water using hoses or pressure spray equipment is usually adequate. If cleaning with agents other than water is contemplated, several precautions should be observed: (1) do not use wire brushes, abrasives, or similar cleaning tools which will mechanically abrade the coating surface, and (2) cleaning agents should be tested in an inconspicuous area before use on a large scale.
6. All metal work, including counter-flashings, drains, skylights, equipment curbs and supports, and other Firestone brand rooftop accessories must be properly maintained at all times. Particular attention should be paid to sealants at joints in metal work and flashings. If cracking or shrinkage is observed, the joint sealant should be removed and replaced with new sealant.
7. Any alterations to the roof, including but not limited to roof curbs, pipe penetrations, roof-mounted accessories, and tie-ins to building additions must be performed by a licensed Firestone Licensed Applicator and reported to Firestone. Additional information and reporting forms for roof alterations are available at www.firestonebpco.com.
8. Should you experience a leak:
 - (a) Check for the obvious: clogged roof drains, loose counterflashings, broken skylights, open grills or vents, broken water pipes.
 - (b) Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature and time of day that the leak occurs are all-important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. If you are prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
 - (c) Contact Firestone Warranty Claims at 1-800-830-5612 as soon as possible...but please don't call until you are reasonably sure that the Firestone Roofing System is the cause of the leak.

Firestone feels that the preceding requirements will assist you, the building owner, in maintaining a watertight roof for many years. Your roof is an investment, and maintenance is essential to maximize your return on this important investment.

Firestone
BUILDING PRODUCTS
NOBODY COVERS YOU BETTER™

250 West 96th St., Indianapolis, IN 46260
1-800-428-4442 • 1-317-575-7000 • www.firestonebpco.com

International Offices:

Canada: 2835 Argentia Road, Unit #2 • Mississauga, ON L5N 8G6 • 800-428-4442 • www.firestonebpco.ca
Europe: Hermesstraat 2C - 1930 • Zaventem, Brussels, Belgium • +32 2 7114450 • www.firestonebpco.com
Latin America: 8300 NW 53rd Street, Suite #106 • Miami, FL 33166 • 305-471-0117 • www.firestonebpco.com

WV-75
Created 07/18/12



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: N.F. Mansuetto & Sons, Inc.

Contractor's License No. WV005321

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:
- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
 - (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
 - (3) The average number of employees in connection with the construction on the public improvement;

LSH14035 Pricing Page

ITEM	SCOPE OF WORK	UNIT COST
1.	Labor, Materials & Equipment for Removal of Existing Ballasted Roof One Hundred Thirty-Five Thousand Seven Hundred Dollars and Zero Cents	<u>\$ 135,700.00</u>
2.	Labor, Materials & Equipment for Replacement of Roof Five Hundred Sixty-Six Thousand Nine Hundred Dollars and Zero Cents	<u>\$ 566,900.00</u>

(Unit cost must be inclusive of all incidents)

OVERALL TOTAL COST Seven Hundred Two Thousand Six Hundred Dollars and Zero Cents \$ 702,600.00

***Award will be made to the lowest Overall Total Cost meeting specifications.

Vendor Name: N.F. Mansuetto & Sons, Inc.

Vendor Address: 116 Wood Street

Martins Ferry, OH 43935

Remit to Address: (Same as above)

Phone #: (740) 633-7320

Fax #: (740) 633-7322

E-mail: mansuetto@mansuettoroofing.com

Signature:  V.P.

Eugene F. Ochap, Vice President

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.

N.F. Mansuetto & Sons, Inc.

(Company)

(Authorized Signature)

Matthew J. Mansuetto, President

(Representative Name, Title)

(740) 633-7320

(Phone Number)

(740) 633-7322

(Fax Number)

September 16th., 2013

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: LSH14035

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:

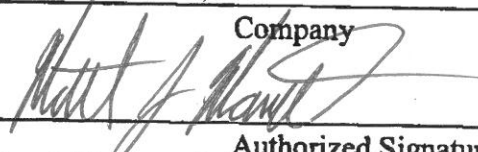
(Check the box next to each addendum received)

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

N.F. Mansuetto & Sons, Inc.

Company



Authorized Signature

Matthew J. Mansuetto, President

September 20, 2013

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV005321

Classification:

ROOFING
SHEET METAL
CRANE

N F MANSUETTO & SONS INC
DBA N F MANSUETTO & SONS INC
116 WOOD STREET
MARTINS FERRY, OH 43935

Date Issued

SEPTEMBER 19, 2013

Expiration Date

SEPTEMBER 19, 2014

Authorized Company Signature

Michael A. Carl

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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, N. F. Mansuetto & Sons, Inc.
of Martins Ferry, Ohio, as Principal, and Fidelity and Deposit Company of Maryland
of Schaumburg, Illinois, a corporation organized and existing under the laws of the State of Maryland
with its principal office in the City of Baltimore, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the Total 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
RFQ No.: LSH14035
Lakin Hospital
Fully Adhered Membrane Roofing System

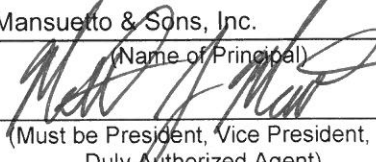
NOW THEREFORE,

(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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 20th day of August, 20 13.

Principal Seal

N. F. Mansuetto & Sons, Inc.
(Name of Principal)
By 
(Must be President, Vice President, or
Duly Authorized Agent)
Matthew J Mansuetto, President
(Title)

Surety Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)

Attorney-in-Fact
Nicholas A. Sparachane

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Nicholas A. SPARACHANE and C. Richard STUMP, both of Wheeling, West Virginia, 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 Company, 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 Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of February, A.D. 1994.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

By:

David S. Hewett

David S. Hewett Vice President

State of Maryland }
City of Baltimore } ss:

On this 21st day of February, A.D. 1994, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto.”

CERTIFICATE

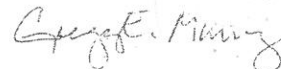
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

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 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 seal of the said Company,

this 20th day of August, 2013.



Assistant Secretary



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

STATE OF Ohio

COUNTY OF Belmont, TO-WIT:

I, Matthew J. Mansuetto, after being first duly sworn, depose and state as follows:

- 1. I am an employee of N.F. Mansuetto & Sons, Inc.; and,
(Company Name)
- 2. I do hereby attest that N.F. Mansuetto & Sons, 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.

N.F. Mansuetto & Sona, Inc.
(Company Name)

By: [Signature]
Matthew J. Mansuetto

Title: President

Date: August 20th, 2013

Taken, subscribed and sworn to before me this 16 day of September.

By Commission expires September 24th, 2017

Jenel A Duncan
Notary Public, State of Ohio
My Commission Expires

[Signature]
Jenel Duncan (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.

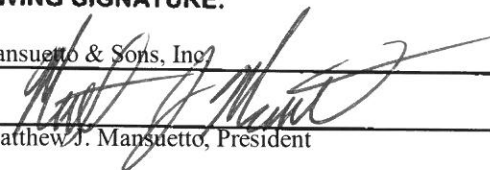
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: N.F. Mansuetto & Sons, Inc

Authorized Signature:  Date: September 16, 2013
Matthew J. Mansuetto, President

State of Ohio

County of Belmont, to-wit:

Taken, subscribed, and sworn to before me this 16th day of September, 2013.

My Commission expires September, 24th, 2017.



Jenel A Duncan
Notary Public, State of Ohio
My Commission Expires

NOTARY PUBLIC


Jenel Duncan

Purchasing Affidavit (Revised 07/01/2012)