



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

# Request for Quotation

RFQ NUMBER  
**COR61369**

PAGE  
**1**

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

**VENDOR**  
 \*709041138      800-756-3033  
**SINGER SHEET METAL COMPANY INC**  
**PO BOX 7**  
**PARKERSBURG WV 26102-0007**

**SHIP TO**  
**DIVISION OF CORRECTIONS**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/08/2007				

BID OPENING DATE: **12/06/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-66		\$80,274.00
<p><b>ROOF REPLACEMENT</b></p> <p><b>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO REPLACE A ROOF AT THE BECKLEY CORRECTIONAL CENTER, BECKLEY, WV, PER THE SPECIFICATIONS.</b></p> <p><b>MANDATORY ON-SITE PRE-BID: 11/20/2007; 11:00 AM</b>  <b>BECKLEY CORRECTIONAL CNTR.</b>  <b>111 SOUTH EISENHOWER DR.</b>  <b>BECKLEY, WV 25801</b></p> <p><b>PLEASE CONTACT JAMIE ESTEP AT 304-256-6780 TO CONFIRM ATTENDANCE.</b></p> <p><b>EXHIBIT 5</b></p> <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lenny Barker</i>	LENNY BARKER	TELEPHONE 304-422-5495	DATE 12/05/07
TITLE ESTIMATOR	FEIN 55-0464728	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**AGREEMENT ADDENDUM**

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

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

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

**VENDOR**

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

Company Name: \_\_\_\_\_

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

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

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

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

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

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



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**VENDOR**

\*709041138      800-756-3033  
 SINGER SHEET METAL COMPANY INC  
 PO BOX 7  
 PARKERSBURG WV 26102-0007

**SHIP TO**

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 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/08/2007				

BID OPENING DATE: **12/06/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 . 11/21/07.....</p> <p>NO. 2 .....</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lenny Barker</i>	LENNY BARKER	TELEPHONE 304-422-5495	DATE 12/05/07
TITLE ESTIMATOR	FEIN 55-0464728	ADDRESS CHANGES TO BE NOTED ABOVE	

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# Request for Quotation

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**CDR61369**

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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**SINGER SHEET METAL COMPANY INC**  
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11/08/2007				

BID OPENING DATE: **12/06/2007**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 3	.....				
	NO. 4	.....				
	NO. 5	.....				
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Lenny Barker</i> ..... LENNY BARKER ... SIGNATURE          ..... SINGER SHEET METAL COMPANY, INC. .... COMPANY          12/05/07 ..... DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lenny Barker</i>	LENNY BARKER	TELEPHONE 304-422-5495	DATE 12/05/07
TITLE ESTIMATOR	FEIN 55-0464728	ADDRESS CHANGES TO BE NOTED ABOVE	

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**COR61369**

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**7**

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SHIP TO

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**VARIOUS LOCALES AS INDICATED**  
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11/08/2007				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ..... SINGER SHEET METAL COMPANY, INC. ....</p> <p>CONTRACTORS LICENSE NO.: ..WV000153.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Lenny Barker</i>	LENNY BARKER	TELEPHONE 304-422-5495	DATE 12/05/07
TITLE ESTIMATOR	FEIN 55-0464728	ADDRESS CHANGES TO BE NOTED ABOVE	

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### Request for Quotation

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11/08/2007				

BID OPENING DATE: 12/06/2007      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:      JOHN ABBOTT-----						
REQ. NO.:      COR61369-----						
BID OPENING DATE:      12/06/2007-----						
BID OPENING TIME:      1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
304-424-6026-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
LENNY BARKER-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		LENNY BARKER		TELEPHONE 304-422-5495	DATE 12/05/07
TITLE ESTIMATOR	FEIN 55-0464728	ADDRESS CHANGES TO BE NOTED ABOVE			

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ COR61369 ***** TOTAL:						\$ 80,274.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-422-5495	DATE 12-05-2007
TITLE Estimator	FEIN 55-0464778	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
11/21/2007				

BID OPENING DATE: 12/06/2007      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO ADD TO, MODIFY THE ORIGINAL SPECIFICATIONS, AND TO ESTABLISH THE PROJECT TIME ALLOWANCE.						
0001	1	LS		910-66		
	ROOF REPLACEMENT					
***** THIS IS THE END OF RFQ COR61369 *****						TOTAL: \$80,274.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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## COR61369 - ROOF REPLACEMENT BID FORM

Description	Est. Order Qty.	Unit Price	Extended Price
Total Roof Replacement Per Specs	1		\$ 80,175.00
Deck Replacement Per Sq. Ft.	*50	\$ 1.98	\$ 99.00
<b>Failure to use this form may result in disqualification</b>		<b>Total</b>	\$ 80,274. <sup>00</sup>

**Bidder / Vendor Information:**

Name: SINGER SHEET METAL COMPANY, INC.

Address: PO BOX 7  
PARKERSBURG, WV 26102-0007

Phone# : 304-422-5495

Email Address: singerlenny@casinternet.net

\* Quantity are for bidding purposes only - more or less may be purchased

Agency Purchasing \_\_\_\_\_  
REQ P O# COR61369  
Bond # 14745

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Singer Sheet Metal Company, Inc.  
of 510 East Street, Parkersburg, WV 26101, as Principal and American Southern Insurance  
Company of 7512 Slate Ridge Blvd., Reynoldsburg, OH 43068, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
Kansas with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligees, in the penal sum of Three Thousand Eight Hundred Fifty and NO/100 (\$ 3,850.00) 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  
COR61369, Roof Replacement on Beckley Correctional Center  
111 South Eisenhower Drive, Beckley, WV 25801

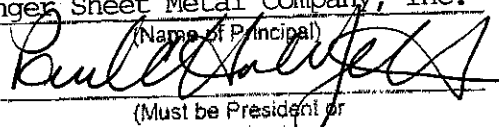
**NOW THEREFORE.**

(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.

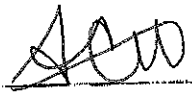
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligees may accept such bid, and said Surety does hereby  
waive notice of any such extension.

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  
6th day of December, 2007

Principal Corporate Seal

Singer Sheet Metal Company, Inc.  
(Name of Principal)  
By   
(Must be President or  
Vice President)  
Paul C. Hobbittzell III  
President  
(Title)

Surety Corporate Seal

American Southern Insurance Company  
(Name of Surety)  
  
Attorney-in-Fact  
Andrew C. Hearsh, Attorney-in-Fact

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

# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 200 S.W. 30th Street  
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW  
Bldg 400, Ste 800  
Atlanta, Georgia 30327

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Donald J. Kersey of Birmingham, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jessica B. Gardiner of Loganville, Georgia; Mary F. Holland of Chamblee, Georgia; Donald H. Gibbs of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Katherine S. Grimsley of Tampa, Florida; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Cheryl L. Torrao of Canton, Georgia; Lloyd Randall Deal of Kennesaw, Georgia; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; or David R. Brett of Columbia, South Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

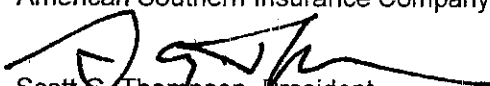
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 13<sup>th</sup> day of June, 2007.

Attest:   
Gail A. Lee, Secretary

American Southern Insurance Company  
By:   
Scott G. Thompson, President

STATE OF GEORGIA

SS:

COUNTY OF FULTON

On this 13<sup>th</sup> day of June, 2007, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

COUNTY OF FULTON


Candace T. Cheatham  
Notary Public, State of Georgia  
Qualified in DeKalb County  
Commission Expires December 7, 2009

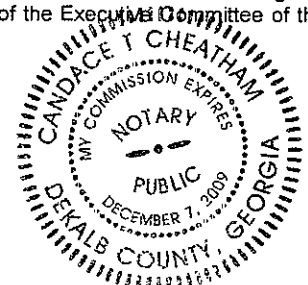


I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 6<sup>th</sup> day of December, 2007.

Power No. 14745

  
John R. Huot  
Vice President



*State of West Virginia*  
*Offices of the Insurance Commissioner*  
*Certificate of Authority*

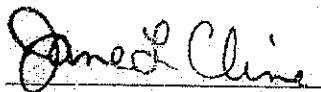
*Whereas*, AMERICAN SOUTHERN INSURANCE COMPANY domiciled in the State of Kansas has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

*Therefore*, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ARTICLE 1, SECTION 10(c) -- FIRE  
ARTICLE 1, SECTION 10(d) -- MARINE  
ARTICLE 1, SECTION 10(e) -- CASUALTY  
ARTICLE 1, SECTION 10(f) (1) (2) & (3) -- SURETY

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31<sup>st</sup> day of May, 2007, unless this license be sooner revoked. Pursuant to W. Va Code 33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile

*In Testimony Whereof*, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1<sup>st</sup> day of June, 2006.

  
Jane L. Cline  
Insurance Commissioner



WV File #0063

American Southern Insurance Company  
 NAIC Company Code 10235  
 NAIC Group Code 587

Statutory Financial Statement

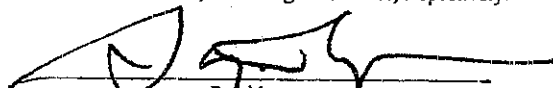
As of December 31, 2006


ASSETS		LIABILITIES	
Bonds	\$54,206,267	Reserve for Losses and Loss Expense	\$33,388,259
Stocks	26,239,019	Reserve for Unearned Premiums	21,217,908
Cash and Short-Term Investments	11,444,228	Reserve for Expenses, Taxes, Licenses and Fees	9,057,867
Agents Balances or Uncollected with Reinsured Companies	9,466,223	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	3,170,263	Other Liabilities	5,650,917
		Total Liabilities	69,588,154
		<b>POLICYHOLDERS' SURPLUS</b>	
		Capital Stock	3,000,000
		Surplus	31,937,846
		Total Policyholders' Surplus	34,937,846
Total Assets	\$104,526,000	Total Liabilities and Policyholders' Surplus	\$104,526,000

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC)

**CERTIFICATE**

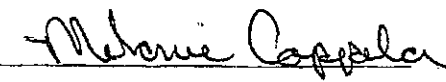
The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.

  
 \_\_\_\_\_  
 President

  
 \_\_\_\_\_  
 Treasurer/Controller

State of Georgia  
 County of Fulton

On the 26th day of January 2007, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.

  
 \_\_\_\_\_  
 Melonie Coppola, Notary Public  
 My Commission Expires, May 17, 2010