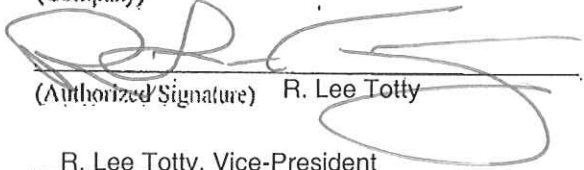


CERTIFICATION AND SIGNATURE PAGE

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.

Yarborough Development, Inc.

(Company)


R. Lee Totty

(Authorized Signature)

R. Lee Totty, Vice-President

(Representative Name, Title)

412-673-7620
(Phone Number)

412-673-7318
(Fax Number)

March 19, 2013
(Date)

03/19/13 01:22:50 PM
West Virginia Purchasing Division

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: Thirteen Million Eight Hundred Forty Seven Thousand Dollars

\$ 13,847,000.00

(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: Two Hundred Three Thousand Dollars

\$ 203,000.00

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 = \$ 400.⁰⁰
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 = \$ 300.⁰⁰
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 = \$ 315.⁰⁰
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 = \$ 265.⁰⁰
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 = \$ 371.⁰⁰
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 = \$ 400.⁰⁰
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 = \$ 780.⁰⁰

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 = \$ 250.00

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 = \$ 191.00

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 = \$ 361.00

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 = \$ 270.00

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 = \$ 404.00

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 = \$ 105.⁰⁰

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 = \$ 95.⁰⁰

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 = \$ 60.⁰⁰

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 = \$ 50.⁰⁰

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.

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>1/09/13</u>
Addendum No. 2	<u>1/09/13</u>
Addendum No. 3	<u>2/07/13</u>
Addendum No. 4	<u>3/04/13</u>
Addendum No. 5	<u>3/11/13</u>

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

SIGNATURE: _____


Signature in Ink R. Lee Totty, Vice-President

DATE: 3/19/13

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



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

STATE OF Pennsylvania

COUNTY OF Allegheny, TO-WIT:

I, R. Lee Totty, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Yarborough Development, Inc.; and,
(Company Name)
- 2. I do hereby attest that Yarborough Development, 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.

Yarborough Development, Inc.
(Company Name)

By: [Signature]
R. Lee Totty

Title: Vice-President

Date: 3/19/13

Taken, subscribed and sworn to before me this 19th day of March, 2013.

By Commission expires November 22, 2013

(Seal)

David H. Hartman
(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.

COMMONWEALTH OF PENNSYLVANIA

Rev March 2009

Notarial Seal
David H. Hartman, Notary Public
Port Vue Boro, Allegheny County
My Commission Expires Nov. 22, 2013
Member, Pennsylvania Association of Notaries

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),


Yarborough Development, 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),

Yarborough Development, 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.



Signature and Title of Authorized Official
R. Lee Totty, Vice-President

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

Yarborough Development, Inc. hereby certifies that it ~~IS~~ or 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.

3/19/13
Date


Authorized Signature

R. Lee Totty

Vice-President
Title

Yarborough Development, 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:

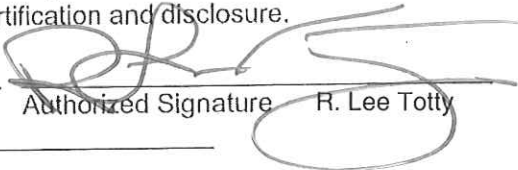
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding 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) Yarborough Development, 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 §§ 3801 et seq., apply to this certification and disclosure.

3/19/13

Date


Authorized Signature

R. Lee Totty

Vice-President

Title

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: Yarborough Development, Inc.

Authorized Signature: [Signature] Date: 3/19/13
R. Lee Totty, Vice-President

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 19 day of March, 2013.

My Commission expires November 22, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC David H. Hartman

Purchasing Affidavit (Revised 07/01/2012)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
David H. Hartman, Notary Public
Port Vue Boro, Allegheny County
My Commission Expires Nov. 22, 2013
Member, Pennsylvania Association of Notaries

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.

(Bidder or Agent) R. Lee Totty, Vice-President

For: Yarborough Development, Inc. _____



(Firm or Corporation)

Subscribed and sworn to before me by R, Lee Totty

this 19th day of March 2013.

My commission expires: November 22, 2013 David H. Hartman
(Notary Public)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WSH13095

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

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

Addendum Numbers Received:

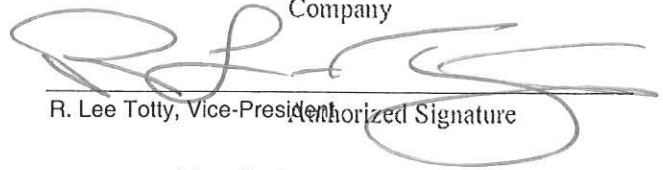
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input 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.

Yarborough Development, Inc.

Company



R. Lee Totty, Vice-President Authorized Signature

March 19, 2013

Date

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

RESPECTFULLY SUBMITTED:

SIGNATURE: 

DATE: March 19, 2013

NAME: R. Lee Totty

FIRM NAME: Yarborough Development, Inc.

FIRM ADDRESS: 1700 Washington Blvd.

*Corporate Seal
if Applicable*

McKeesport, PA 15133

TELEPHONE: 412 - 673 - 7620

CONTRACT TIME: Substantial Completion by 320 Days

Final Completion and Owner Acceptance by 365 Days

Contractor's License Number: WV003058

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.

Agency DHHR/William R. Sharpe Jr. Hospital
REQ.P.# WSH13095

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Yarborough Development, Inc.
of McKeesport, Pennsylvania, as Principal, and Travelers Casualty and Surety Company of America
of Pittsburgh, Pennsylvania, a corporation organized and existing under the laws of the State of
Conecticut with its principal office in the City of Hartford, as Surety, are heto and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Départment 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 to William R. Sharpe Hospital (Solicitation No. WSH13095)

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

Yarborough Development, Inc.

(Name of Principal)

By 

(Must be President or Vice President)

(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(Name of Surety)


Attorney-in-Fact
Josephine M. Streyle

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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225674

Certificate No. 005224606

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brian W. Long, Jay Black, Brian F. Jeffe, Josephine M. Streyle, Michael J. Petrusek, and Kate Patricia O'Toole

of the City of Pittsburgh, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of October, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 10th day of October, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of FEBRUARY, 2013.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.