

BID FORM

SECTION I - BASE BID AND ALTERNATES

DATED: 12/18/09
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)
Mid-Atlantic Construction, Inc.
190 Camp Conley Road
Point Pleasant, WV 25550
WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 005529

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WV PURCHASING
DIVISION

SUBMITTED TO: State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

**The Ripley Armed Forces Reserve Center
West Virginia Army National Guard
Millwood, Jackson County, West Virginia**

all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.

BASE BID:

For the sum of: Twenty one million Two hundred thirteen thousand one hundred twenty six dollars (\$ 21,213,126).

ALTERNATES:

The stated Base Bid is subject to the following additions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

Refer to Section 01030 "Alternates" for description of Alternates.

Alternate Bid No. 1: Military Equipment Concrete Paving

ADD the sum of: TWO HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED TWENTY DOLLARS (\$ 238,120.00).

Alternate Bid No. 2: South Parking Lot

ADD the sum of: TWO HUNDRED FORTY-SIX THOUSAND NINE-
HUNDRED TWO DOLLARS AND FIFTY CENTS (\$ 246,902.50)

Alternate Bid No. 3: Landscaping

ADD the sum of: THIRTY-FIVE THOUSAND FIVE HUNDRED
DOLLARS (\$ 35,500.00)

Alternate Bid No. 4: Eastern Star Improvements

ADD the sum of: TWENTY-FOUR THOUSAND NINETY
DOLLARS (\$ 24,090.00)

Alternate Bid No. 5: Pre-Cast Latrine

ADD the sum of: ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED
SEVENTY-SIX DOLLARS AND FIFTY CENTS (\$ 111,576.50)

Alternate Bid No. 6: Field Fence

ADD the sum of: THIRTY-THREE THOUSAND FOUR HUNDRED
FIFTY DOLLARS (\$ 33,450.00)

Alternate Bid No. 7: Picnic Shelters

ADD the sum of: ONE HUNDRED FORTY-TWO THOUSAND SIX
HUNDRED SIXTY-FIVE DOLLARS (\$ 142,665.00)

Alternate Bid No. 8: Walkway Canopy

ADD the sum of: THREE HUNDRED SEVENTY-FIVE THOUSAND
ONE HUNDRED FIFTY DOLLARS (\$ 375,150.00)

Alternate Bid No. 9: Sleeping Rooms

ADD the sum of: FIVE HUNDRED TWELVE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$ 512,550.⁰⁰)

Alternate Bid No. 10: Drill Hall Acoustical Ceiling Treatment

ADD the sum of: ONE HUNDRED SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$ 106,750.⁰⁰)

Alternate Bid No. 11: Drill Hall Acoustical Wall Treatment

ADD the sum of: SEVENTY THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$ 70,375.⁰⁰)

Alternate Bid No. 12: Kitchen Equipment

ADD the sum of: ONE HUNDRED SIX THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS (\$ 106,325.⁰⁰)

Alternate Bid No. 13: Retractable Bleachers

ADD the sum of: ONE HUNDRED FORTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$ 146,500.⁰⁰)

Alternate Bid No. 14: Secondary Entrance Canopies

ADD the sum of: FORTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$ 48,400.⁰⁰)

Alternate Bid No. 15: CCTV Equipment

ADD the sum of: NINETY-FIVE THOUSAND SEVEN HUNDRED FORTY-FIVE DOLLARS (\$ 95,745.⁰⁰)

Alternate Bid No. 16: North Entrance Facility Sign

ADD the sum of: SEVENTEEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$ 17,875.⁰⁰).

Alternate Bid No. 17: Fencing and Gate Upgrade

ADD the sum of: SEVEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$ 7,850.⁰⁰).

Alternate Bid No. 18: Air Compressors

ADD the sum of: TWENTY FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$ 25,250.⁰⁰).

If awarded contract on Base Bid and Alternates, I (we) agree to perform the work including base bid and all alternates to substantial completion (or-beneficial occupancy) in 545 days. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, 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 Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

Addendum #1 12/4/09 Addendum #2 12/9/09 _____

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

SIGNATURE OF BIDDER:Firm: Mid-Atlantic Construction, Inc.By: 
Robert W. McMillanAddress: 190 Camp Conley RoadTitle: PresidentAddress: Point Pleasant, WV 25550Phone: 304-675-8810

Address: _____

Fax: 304-675-8811**END OF SECTION I**

SECTION II - BID ITEMS AND UNIT COSTS

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum.

The Architect shall be notified if the Bidder's takeoff varies significantly from the estimated quantities.

Bid items with the same number must include the same unit price.

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Primary Facility Base Bid					
1	Armed Forces Reserve Center	1	LS		12,159,511.00
2	Maintenance Facility	1	LS		1,488,134.00
3	Unheated Storage Building	1	LS		748,867.00
PRIMARY FACILITY BASE BID SUB-TOTAL					14,396,512.00
Project Administration/Quality Control Base Bid					
4	Mobilization/Demobilization	1	LS		968,165.00
5	General Administration	1	LS		1,218,030.00
6	Project Quality Control	1	LS		208,970.00
7	WVDOH Encroachment Permits	1	Allow.	\$20,000.00	\$20,000.00
PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL					2,415,865.00
Civil/Site Base Bid					
Site Preparation					
8	Site Preparation	1	LS		90,150.00
9	Building Demolition	1	LS		39,215.00
10	Sediment and Erosion Control	1	LS		44,910.00
11	Retention Pond	1	LS		90,245.00
Earthwork					
12	Unclassified Excavation	84,000	CY	4.65	390,600.00
13	Subgrade Preparation	12,000	SY	4.75	57,000.00
14	Soil Drying	300	TN	265.00	79,500.00
15	Soil Conditioning	3,000	SY	5.50	16,500.00
16	Over-Excavation	1,000	SY	42.50	42,500.00
17	6" Subsurface Drains	200	LF	12.50	2,500.00
Roads					
18	6" Concrete Paving	5,000	SY	36.90	184,500.00
19	HMA Wearing Course	940	TN	104.00	97,760.00
20	HMA Base Course	3,100	TN	96.25	300,235.00
21	Free Draining Base	3,800	TN	92.50	351,500.00
22	Free Draining Base Trench and Piping	3,200	LF	18.20	58,240.00

23	Fabric Woven	11,100	SY	4.00	44,400.00
24	Fabric Separation	17,000	SY	1.75	29,750.00
25	AASHTO #1	7,530	TN	34.50	259,785.00
26	Class 1 Stone	2,900	TN	30.00	87,000.00
27	Pavement Marking	1	LS		3,000.00
28	Wheel Stops	153	EA	70.00	10,710.00
29	Concrete Curbing	2,800	LF	32.25	90,300.00
30	Signage	1	LS		9,650.00
Miscellaneous					
31	Sidewalk	2,100	SY	28.00	58,800.00
32	Type I Lawns	1	LS		27,500.00
33	Type II Lawns	1	LS		45,000.00
34	Force Protection Gates	2	EA	44,000.00	88,000.00
35	20' Sliding Gates	2	EA	6,500.00	13,000.00
36	Security Fencing	2,400	LF	24.30	58,320.00
37	60' Flagpole	1	EA		5,500.00
38	Retaining Wall	1,000	LF	240.00	240,000.00
39	Vehicle Wash System	1	LS		32,500.00
40	Oil/Water Separator	1	EA		69,265.00
41	Loading Ramp	1	LS		71,295.00
42	Bollards 8"	24	EA	173.75	4,170.00
43	Bollards 12"	16	EA	1715.00	27,440.00
44	Bollards Removeable	4	EA	1950.00	7,800.00
45	Trash Enclosure	1	LS		21,180.00
46	Chiller Enclosure	1	LS		49,650.00
47	Bicycle Racks	2	EA	2,335.00	4,670.00
48	Facility Sign	1	LS		17,825.00
Water					
49	1.5" PVC Water	120	LF	21.75	2,610.00
50	2" PVC Water	100	LF	21.75	2,175.00
51	4" PVC Water	230	LF	22.60	5,198.00
52	6" PVC Water	2,600	LF	31.90	82,940.00
53	PIV	1	EA	2,400.00	2,400.00
54	Fire Hydrant	4	EA	3,940.00	15,760.00
55	Water Vault	1	EA		37,000.00
Sewer					
56	Manholes, Sanitary Sewer	60	VF	330.00	19,800.00
57	Frame and Cover, Sanitary Sewer	10	EA	540.00	5,400.00
58	6" PVC Sanitary Sewer	1,150	LF	23.70	27,255.00
59	8" PVC Sanitary Sewer	440	LF	39.80	17,512.00
60	Cleanout, Sanitary Sewer	3	EA	375.00	1,125.00
61	Manhole Modification, Sanitary Sewer	2	EA	112.50	2,250.00
Gas					
62	Gas Service Lines	1,320	LF	22.50	29,700.00

63	Gas Regulator	1	EA	4,850.00	4,850.00
Storm Drainage					
64	6" PVC Storm	1,650	LF	22.60	37,290.00
65	8" PVC Storm	780	LF	24.00	18,720.00
66	12" PVC Storm	650	LF	26.70	17,355.00
67	15" PVC Storm	320	LF	32.00	10,240.00
68	12" HDPE Storm	180	LF	25.40	4,572.00
69	18" HDPE Storm	1,200	LF	41.70	50,040.00
70	24" HDPE Storm	210	LF	47.30	9,933.00
71	42" HDPE Storm	1,160	LF	96.80	112,288.00
72	42" RCP Storm	126	LF	307.00	38,682.00
73	Auger Boring and Jacking	1	LS		165,000.00
74	Type 2 Ditch	1,500	LF	19.75	29,625.00
75	Type 3 Ditch	680	LF	94.40	64,192.00
76	Type 4 Ditch	1,400	LF	10.30	14,420.00
77	18" Junction Box	5	EA	2,400.00	12,000.00
78	42" Junction Box	2	EA	4,850.00	9,700.00
79	Type "B" Drop Inlets	14	EA	970.00	13,580.00
80	Type "B" Inlet Grate and Frame	14	EA	970.00	13,580.00
81	Type "G" Drop Inlets	3	EA	2,260.00	6,780.00
82	Type "G" Inlet Grate and Frame	3	EA	650.00	1,950.00
83	10" Yard Drains	4	EA	1,400.00	5,600.00
84	12" In-Line Inlets	2	EA	1,830.00	3,660.00
85	Trench Drain and Grate	40	LF	30.00	1,200.00
86	Concrete Headwall	1	EA	4,500.00	4,500.00
Power and Communications					
87	Electrical Duct Bank Type 1	120	LF	87.60	10,512.00
88	Electrical Duct Bank Type 2	80	LF	565.00	45,200.00
89	Electrical Duct Bank Type 3	120	LF	390.00	46,800.00
90	Electrical Duct Bank Type 4	100	LF	160.50	16,050.00
91	Transformer Pad	1	LS		2,750.00
92	Emergency Generator Pad	1	LS		2,750.00
93	Communications Duct Bank Type 1	320	LF	97.50	31,200.00
94	Communications Duct Bank Type 2	190	LF	121.00	22,990.00
95	Combined Duct Bank	230	LF	140.00	32,200.00
96	Pole Lights and Bases	35	EA	1,950.00	68,250.00
CIVIL/SITE BASE BID SUB-TOTAL					4,401,449.00

BASE BID TOTAL* ~~4,401,449.00~~

21,213,126.00
RUM

*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.

Alternate Bid Items					
Alternate #1 - Military Equipment Concrete Paving					
18	6" Concrete Paving	6,800	SY	36.90	250,920.00
21	Free Draining Base	1,600	TN	92.50	148,000.00
24	Fabric Separation	6,800	SY	1.75	11,900.00
25	AASHTO #1 (Deduct)	-4,600	TN	32.00	- 147,200.00
23	Fabric, Woven (Deduct)	-6,800	SY	3.75	- 25,500.00
Alternate #1 Total					238,120.00
Alternate #2 - South Parking Lot					
13	Subgrade Preparation	2,200	SY	5.40	11,880.00
19	HMA Wearing Course	240	TN	104.00	24,960.00
20	HMA Base Course	960	TN	96.85	92,976.00
21	Free Draining Base	675	TN	92.50	62,437.50
22	Free Draining Base Trench and Piping	420	LF	18.20	7,644.00
24	Fabric Separation	2,900	SY	1.75	5,075.00
26	Class 1 Stone	505	TN	30.00	15,150.00
27	Pavement Marking	1	LS	700.00	700.00
28	Wheel Stops	69	EA	70.00	4,830.00
97	Signage	1	LS		21,250.00
Alternate #2 Total					246,902.50
Alternate #3 - Landscaping					
98	Landscaping	1	LS		35,500.00
Alternate #3 Total					35,500.00
Alternate #4 - Eastern Star Improvements					
31	Sidewalk	105	SY	28.00	2,940.00
38	Retaining Wall	60	LF	240.00	14,400.00
99	Monument Relocation	1	LS	1,500.00	1,500.00
100	Stairs	1	LS		5,250.00
Alternate #4 Total					24,090.00

Alternate #5 - Pre-Cast Latrine					
101	Pre-Cast Latrine	1	LS		67,500. ⁰⁰
102	Pre-Cast Latrine Foundation	1	LS		6,950. ⁰⁰
31	Sidewalk	46	SY	28. ⁰⁰	1,288. ⁰⁰
103	1" PVC Water	150	LF	19.75	2,962.50
49	1.5" PVC Water	340	LF	21.75	7,395. ⁰⁰
104	Water Meter	1	EA	1,025. ⁰⁰	1,025. ⁰⁰
56	Manholes, Sanitary Sewer	23	VF	330. ⁰⁰	7,590. ⁰⁰
57	Frame and Cover, Sanitary Sewer	2	EA	540. ⁰⁰	1,080. ⁰⁰
58	6" PVC Sanitary Sewer	380	LF	23.70	9,006. ⁰⁰
64	6" PVC Storm	300	LF	22.60	6,780. ⁰⁰
Alternate #5 Total					111,576.50
Alternate #6 - Field Fence					
105	24' Double Swing Farm Gate	1	EA	2,250. ⁰⁰	2,250. ⁰⁰
106	Field Fencing	3,900	LF	8. ⁰⁰	31,200. ⁰⁰
Alternate #6 Total					33,450. ⁰⁰
Alternate #7 - Picnic Shelters					
107	Picnic Shelters	1	LS		142,665. ⁰⁰
Alternate #7 Total					142,665. ⁰⁰
Alternate #8 - Walkway Canopy					
108	Walkway Canopy	1	LS		375,150. ⁰⁰
Alternate #8 Total					375,150. ⁰⁰
Alternate #9 - Sleeping Rooms					
109	Sleeping Rooms	1	LS		512,550. ⁰⁰
Alternate #9 Total					512,550. ⁰⁰
Alternate #10 - Drill Hall Acoustical Ceiling Treatment					
110	Ceiling Treatment	1	LS		106,750. ⁰⁰
Alternate #10 Total					106,750. ⁰⁰

Alternate #11 - Drill Hall Acoustical Wall Treatment					
111	Wall Treatment	1	LS		70,375. ⁰⁰
Alternate #11 Total					70,375. ⁰⁰
Alternate #12 - Kitchen Equipment					
112	Kitchen Equipment	1	LS		106,325. ⁰⁰
Alternate #12 Total					106,325. ⁰⁰
Alternate #13 - Retractable Bleachers					
113	Retractable Bleachers	1	LS		146,500. ⁰⁰
Alternate #13 Total					146,500. ⁰⁰
Alternate #14 - Secondary Entrance Canopies					
114	Canopies	1	LS		48,400. ⁰⁰
Alternate #14 Total					48,400. ⁰⁰
Alternate #15 - CCTV Equipment					
115	CCTV Equipment	1	LS		95,745. ⁰⁰
Alternate #15 Total					95,745. ⁰⁰
Alternate #16 - North Entrance Facility Sign					
48	Facility Sign	1	LS		17,875. ⁰⁰
Alternate #16 Total					17,875. ⁰⁰
Alternate #17 - Fencing and Gate Upgrade					
116	Fencing and Gate Upgrade	1	LS		7850. ⁰⁰
Alternate #17 Total					7850. ⁰⁰
Alternate #18 - Air Compressors					
117	Air Compressors	1	LS		25,250. ⁰⁰
Alternate #18 Total					25,250. ⁰⁰
ALTERNATE BID ITEM TOTAL					1,800,461. ⁵⁰
TOTAL COST WITH ALTERNATES					23,013,587. ⁵⁰

END OF SECTION II

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mid-Atlantic Construction, Inc.
of Point Pleasant, West Virginia, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, Ohio, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Ripley Armed Forces Reserve Center/Readiness Center

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
18th day of December, 2009.

Principal Corporate Seal

Mid-Atlantic Construction, Inc.
(Name of Principal)
By: [Signature]
(Must be President or
Vice President)
PRESIDENT
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: [Signature]
Kimberly L. Miles, Licensed WV Resident Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.

General
Power
of Attorney

POWER NO. 4750172 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 19th day of JUNE A.D., 2006.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio
County of Medina ss.:

On this 19th day of JUNE A.D., 2006, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 18th day of December A.D., 2009.


Frank A. Carrino, Secretary

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Mid-Atlantic Construction, Inc. Vendor # B17091038

Authorized Signature:  Date: 12/18/09

Purchasing Affidavit (Revised 01/01/09) Robert W. McMillan



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

STATE OF West Virginia

COUNTY OF Mason, TO-WIT:

I, Robert W. McMillan, after being first duly sworn, depose and state as follows:

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

Mid-Atlantic Construction, Inc.
(Company Name)


By: *Robert W. McMillan*
Robert W. McMillan

Title: President

Date: 12/18/09

Taken, subscribed and sworn to before me this 18th day of Dec.

By Commission expires 12-28-2016

(Seal)  OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Sabrina Rife
City National Bank
P.O. Box 518
Pt. Pleasant, WV 25550
Sabrina Rife
(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.