



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
669C0023

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 304-558-2402**

VENDOR

*709005844 02 215-784-4243
 ASPLUNDH TREE EXPERT CO HGWY
 708 BLAIR MILL ROAD

 WILLOW GROVE PA 19090

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/29/2009				

BID OPENING DATE: **02/11/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		020-04		
<p>TREE & BRUSH SHEARING WITH THE RIGHT-OF-WAY TRIMMER</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE THE LABOR, EQUIPMENT AND MATERIALS REQUIRED FOR TREE AND BRUSH TRIMMING FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE</p>						

RECEIVED
 2009 FEB 10 AM 10:31
 WV PURCHASING DIVISION

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

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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</p>						

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VENDOR

***709005844 02 215-784-4243**
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<p>ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</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 VARIOUS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</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 NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p>						

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PROPERTY

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<p>2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 669C0023</p> <p>BID OPENING DATE: February 11, 2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 215-784-1366 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Thomas A.J. Mayer -----</p>						

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TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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 style="text-align: center;"><i>Asplundh Tree Expert Co.</i> SIGNATURE</p> <p style="text-align: center;">...Asplundh Tree Expert Co.-Highway Division COMPANY</p> <p style="text-align: center;">...February 9, 2009..... DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

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***** THIS IS THE END OF RFQ 669C0023 ***** TOTAL:						_____

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specification Roads and Bridges, adopted 2000, as modified by the January 1, 2003 Supplemental Specifications shall apply to the administration of this Contract: 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 109.20.

2. DESCRIPTION

Work to be done consists of trimming the sides and tops of trees overhanging the right-of-way and brush encroaching along the roadside and/or shoulder. The work may include proper disposal of the resulting debris and treating any remaining 2" or greater in diameter stumps with a Department of Highways approved cut surface herbicide as specified. Tree stumps shall not be cut nor left protruding more than 4" above the ground. The herbicide shall contain a spray colorant so that completed work can be identified by visual observation. The herbicide must be applied by an applicator holding a valid Category 7 license in West Virginia or by a registered technician under his supervision and must be applied immediately after the trees have been cut. The following cut surface herbicides are approved: (1) A mix of Pathfinder II and 3% Stalker or (2) Pathway.

3. LOCATION

Power shearing of trees and brush as required along road rights-of-way and as directed by West Virginia Division of Highways.

4. CONTRACTOR RESPONSIBILITIES

Work shall be done in accordance with recognized and approved current methods with emphasis on tree and brush health and symmetry. All work shall be done with minimum damage to trees and brush that are intended to remain.

5. CLEANUP OF DEBRIS

All disposals shall be done in accordance with state, federal and local environmental and waste disposal laws and regulations.

6. EQUIPMENT

Only equipment designed for performance of the work described herein will be acceptable for operation. The contractor shall ensure that the equipment used is in good repair and operating condition at all times and meets all safety requirements as established for this type of work. The power shearing equipment shall be capable of cutting at different angles, vertical to horizontal from 0 to 90 degrees with at least two angles at the same time both vertical and horizontal. The maximum height of vertical cut shall be 30 feet for the Right-of-Way Trimmer and a maximum height of 75 feet for the High Reach Trimmer. The maximum horizontal reach with vertical cut is 12 feet. All cuts shall be smooth saw cuts. The saw blades shall have at least two separate retaining locking mechanisms. The maximum diameter cut will not be greater than 10 inches in diameter per tree or brush limb.

Sufficient labor and equipment shall be provided to adequately dispose of the debris in a timely and acceptable manner for Item 1 and Item 3. Failure to comply may result in terminating the contract and awarding to the next lowest bidder.

The Equipment and Personnel used to perform the work shall conform to meet the standard as required by OSHA 29 C.F.R. Parts 1910.269 and 1910.333 Job skills required by OSHA 1910.269 are listed in annex B of ANSI-Z133.1 – 1994.

The boom supporting the saw blades shall have a fiberglass isolator that meets OSHA requirements for Insulation; tested to 100,000 volts. A copy of the certification shall be made available on request.

No equipment shall be operated that damages the pavement and may only cause nominal rutting to turf areas.

The West Virginia Division of Highways shall perform all maintenance of traffic.

7. POWER SHEARING

Power Shearing of trees and brush shall be accomplished in a continuous forward motion. The horizontal growth from 0' to tree line and the height of the cut shall not exceed 30 feet. The top 7 feet may be cut at any angle from vertical to horizontal at the West Virginia Division of Highways option. All work shall be accomplished within the West Virginia Division of Highways Rights-of-Way.

7a. HIGH REACH TRIMMING

The trimming of trees must be accomplished using a mechanical high reach trimmer from a minimum height of 30 feet to a maximum height of 75 feet as directed by Division of Highways personnel and within the West Virginia Division of Highways Rights-of-Way.

8. ORAL COMMITMENT

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential proposers and any state agency, or Division of Highways personnel are not binding on the State of West Virginia.

9. INDEPENDENT PRICE DETERMINATION

A bid will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidder or with any competitor.

10. PRICE QUOTATIONS

The price quoted in the purchase requisition will not be subject to any increase and will be firm for the term of the contract.

11. CONFLICT OF INTEREST

The vendor shall covenant that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The vendor further covenants that in the performance of the contract, the vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Division of Highways.

12. PROHIBITION AGAINST GRATUITIES

The vendor shall warrant that it has not employed any company or person other than bona fide employees working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract; and that it has not paid or agreed to pay for any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to cancel this contract without liability or, at its discretion, to pursue any other remedies available under this contract or by law.

13. GOVERNING LAWS

The vendor must agree to abide by the laws of the State of West Virginia. The vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State and local Government regulations.

14. COMPLIANCE WITH LAW AND REGULATIONS

The vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of the United States, the State of West Virginia, and political subdivision (local) in which work under this contract is performed.

15. VENDOR RELATIONSHIP

The relationship of the vendor to the State will be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created.

The vendor shall be responsible for selecting, supervising and compensating individuals employed pursuant to the terms of the contract agreement. Neither the vendor nor any employees or contractors of the vendor shall be deemed to be employees of the Division of Highways for any purposes whatsoever, and neither the vendor nor any employees or contractors of the vendor shall be eligible to participate in any benefit program provided by the Division of Highways for its employees. The vendor shall be exclusively responsible for the payment to their employees and contractors of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, licensing fees, etc; and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor is required to provide a certificate from worker's compensation if successful.

16. SUBCONTRACTORS

The vendor is solely responsible for all work performed under the contract. Vendor is required to assume prime contractor responsibility for all services offered and products to be delivered. The Division of Highways will consider the vendor to be the sole point of contact with regard to all contractual matters.

The vendor may, with the prior written consent, enter into written subcontracts for performance of work under this contract. The vendor is responsible for payment to the subcontractor. The vendor is also responsible for any penalties that might be assessed against any subcontractor for nonperformance.

17. INSURANCE

The vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The successful vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents or employees in the following amounts:

1. For bodily injury (including death): \$500,000 per person up to one million dollars per occurrence.
2. For property damage: Up to 250,000 dollars per occurrence.

Proof of insurance must be provided by the vendor prior to the award.

18. BONDS

A Bid Bond in the amount of \$5,000 is required with the proposal.

A Performance Bond is required prior to issuance of a contract. The Performance Bond shall be in the amount of \$250,000.

The bond may be in the form of a policy or certificate issued by a surety company recognized as doing business in the State of West Virginia. The bond must be submitted on a form available from the Purchasing Division.

The Performance Bond is forfeited to the State if the vendor defaults in the performance of the contract agreement after issuance.

19. MEASUREMENT AND PAYMENT

Payment shall be per shoulder mile or portion there-of for actual work done on Items 1, 2, 3 and 4; for initial mobilization into a district and/or for site mobilization. (Note: A shoulder mile is defined as one mile measured on the right hand side or travel direction of the roadway.) The WVDOH will mark the beginning and ending points of work for each site.

The initial mobilization will be paid per each. This is to mobilize into the district to begin operations. This will be paid each time the contractor mobilizes into a district. Mobilization from one district to another district may be paid per each or per mile at the Division of Highways' discretion.

**Mobilization shall include all equipment, labor and materials necessary to perform the work in a satisfactory and efficient manner including right-of-way trimmer, high reach trimmer, debris cleanup equipment and service vehicles if needed.

Mobilization per site will be to move from one area of operations to the next. This will be paid on a per mile basis measured from the end of work at one site to the beginning of work at the next site within a district.

The West Virginia Division of Highways may, at its discretion, choose to pay either mobilization per each or mobilization per mile for moves between sites within a district.

Hours of Work – Day light and traffic condition permitting (5) five days a week, 10 hours per day. The vendor shall begin work within 15 days of notification.

Bidders may bid on any or all items.

The contractor and the state shall agree at the end of each day of the amount of work performed and each shall sign a document attesting to the amount. A copy of this shall be provided with the invoice. Work to be invoiced monthly in arrears.

20. EVALUATION OF BIDS AND AWARD

The low bid for Item 1 will be determined by multiplying the \$ 7,647.00 per shoulder mile bid for shearing and trimming by 5, mobilization \$ 5,100.00 per each by 1, and site mobilization \$ 130.00 per mile by 2, and adding to get a total sum of the three amounts. The award for Item 1 will be given to the compliant bidder with the lowest total sum for the three amounts.

The low bid for Item 2 will be determined by multiplying the \$ 2,967.00 per shoulder mile bid for shearing and trimming by 5, mobilization \$ 2,000.00 per each by 1, and site mobilization \$ 50.00 per mile by 2, and adding to get a total sum of the three amounts. The award for Item 2 will be given to the compliant bidder with the lowest total sum for the three amounts.

The low bid for Item 3 will be the lowest sum for the \$ 10,194.00 per shoulder mile times 100 miles plus mobilization \$ 5,100.00 per each plus mobilization \$ 130.00 per mile times 100. The award will be given to the compliant bidder with the lowest total sum for the three amounts.

The low bid for Item 4 will be the lowest sum for the \$ 3,709.00 per shoulder mile times 100 miles plus mobilization \$ 2,000.00 per each plus mobilization \$ 50.00 per mile times 100. The award will be given to the compliant bidder with the lowest total sum for the three amounts.

PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.

21. BID SCHEDULE**District One – Boone, Clay, Kanawha, Mason, and Putnam Counties**

Item 1 Shearing and Trimming including debris cleanup and cut surface treatment \$ 7,647.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 2 Shearing and Trimming not including debris cleanup and cut surface treatment \$ 2,967.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 High Reach Trimmer (minimum cutting height 75 feet) including debris cleanup \$ 10,194.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 4 High Reach Trimmer (minimum cutting height 75 feet) not including debris cleanup \$ 3,709.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

The "Bid Schedule" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

21. BID SCHEDULE (Con't)**District Two – Cabell, Lincoln, Logan, Mingo and Wayne Counties**

Item 1 Shearing and Trimming including debris cleanup and cut surface treatment \$ 7,647.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 2 Shearing and Trimming not including debris cleanup and cut surface treatment \$ 2,967.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 High Reach Trimmer (minimum cutting height 75 feet) including debris cleanup \$ 10,194.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 4 High Reach Trimmer (minimum cutting height 75 feet) not including debris cleanup \$ 3,709.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

21. BID SCHEDULE (Con't)

District Three – Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood Counties

Item 1 Shearing and Trimming including debris cleanup and cut surface treatment \$ 7,647.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 2 Shearing and Trimming not including debris cleanup and cut surface treatment \$ 2,967.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 High Reach Trimmer (minimum cutting height 75 feet) including debris cleanup \$ 10,194.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 4 High Reach Trimmer (minimum cutting height 75 feet) not including debris cleanup \$ 3,709.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

21. BID SCHEDULE (Con't)

District Four – Doddridge, Harrison, Marion, Monongalia, Preston and Taylor Counties

Item 1 Shearing and Trimming including debris cleanup and cut surface treatment \$ 7,647.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 2 Shearing and Trimming not including debris cleanup and cut surface treatment \$ 2,967.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 High Reach Trimmer (minimum cutting height 75 feet) including debris cleanup \$ 10,194.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 4 High Reach Trimmer (minimum cutting height 75 feet) not including debris cleanup \$ 3,709.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

21. BID SCHEDULE (Con't)

District Five – Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan Counties

Item 1 Shearing and Trimming including debris cleanup and cut surface treatment \$ 7,647.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 2 Shearing and Trimming not including debris cleanup and cut surface treatment \$ 2,967.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 High Reach Trimmer (minimum cutting height 75 feet) including debris cleanup \$ 10,194.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 4 High Reach Trimmer (minimum cutting height 75 feet) not including debris cleanup \$ 3,709.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

21. BID SCHEDULE (Con't)

District Six – Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel Counties

Item 1 Shearing and Trimming including debris cleanup and cut surface treatment \$ 7,647.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 2 Shearing and Trimming not including debris cleanup and cut surface treatment \$ 2,967.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 High Reach Trimmer (minimum cutting height 75 feet) including debris cleanup \$ 10,194.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 4 High Reach Trimmer (minimum cutting height 75 feet) not including debris cleanup \$ 3,709.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

21. BID SCHEDULE (Con't)

District Seven – Barbour, Braxton, Gilmer, Lewis, Upshur and Webster Counties

Item 1 Shearing and Trimming including debris cleanup and cut surface treatment \$ 7,647.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 2 Shearing and Trimming not including debris cleanup and cut surface treatment \$ 2,967.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 High Reach Trimmer (minimum cutting height 75 feet) including debris cleanup \$ 10,194.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 4 High Reach Trimmer (minimum cutting height 75 feet) not including debris cleanup \$ 3,709.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

21. BID SCHEDULE (Con't)**District Eight – Pendleton, Pocahontas, Randolph and Tucker Counties**

Item 1 Shearing and Trimming including debris cleanup and cut surface treatment \$ 7,647.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 2 Shearing and Trimming not including debris cleanup and cut surface treatment \$ 2,967.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 High Reach Trimmer (minimum cutting height 75 feet) including debris cleanup \$ 10,194.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 4 High Reach Trimmer (minimum cutting height 75 feet) not including debris cleanup \$ 3,709.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

21. BID SCHEDULE (Con't)

District Nine – Fayette, Greenbrier, Monroe, Nicholas and Summers Counties

Item 1 Shearing and Trimming including debris cleanup and cut surface treatment \$ 7,647.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 2 Shearing and Trimming not including debris cleanup and cut surface treatment \$ 2,967.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 High Reach Trimmer (minimum cutting height 75 feet) including debris cleanup \$ 10,194.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 4 High Reach Trimmer (minimum cutting height 75 feet) not including debris cleanup \$ 3,709.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

21. BID SCHEDULE (Con't)

District Ten – McDowell, Mercer, Raleigh and Wyoming Counties

Item 1 Shearing and Trimming including debris cleanup and cut surface treatment \$ 7,647.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 2 Shearing and Trimming not including debris cleanup and cut surface treatment \$ 2,967.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 High Reach Trimmer (minimum cutting height 75 feet) including debris cleanup \$ 10,194.00 per shoulder mile

Mobilization \$ 5,100.00 per each

Site Mobilization \$ 130.00 per mile

Item 4 High Reach Trimmer (minimum cutting height 75 feet) not including debris cleanup \$ 3,709.00 per shoulder mile

Mobilization \$ 2,000.00 per each

Site Mobilization \$ 50.00 per mile

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Asplundh Tree Expert Co-Highway Division Signed: [Signature] Title: Vice President Date: February 9, 2009

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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: Asplundh Tree Expert Co. - Highway Division

Authorized Signature:  Date: February 9, 2009



TRAV 08-167

BID BOND

KNOW ALL MEN BY THESE PRESENTS,
That we Asplundh Tree Expert Co. principal, hereinafter
called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford,
Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called
the Surety, are held and firmly bound unto State of West Virginia
2019 Washington Street East Charleston, WV 25305-0130

as Obligee, hereinafter called the Obligee, in the sum of Five Thousand 00/100 Dollars
(\$ 5,000), for the payment of which sum well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for:
Highway Tree Trimming

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of February, 2009.

Jay Buelow
(Witness)

D.A. Stapola
(Principal) (Seal)

By: Dennis A. Stapola VP/Assist. Secretary
(Title)

Sandra E. Bronson
(Witness) Sandra E. Bronson

Travelers Casualty and Surety Company of America

By: Richard A. Jacobus
Richard A. Jacobus, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.



POWER OF ATTORNEY

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

TRAV 08-167
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. 218520

Certificate No. 002612634

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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

Darella White, Richard G. Dicciani, Richard A. Jacobus, Mary C. O'Leary, Douglas R. Wheeler, Maureen McNeill, and Wayne G. McVaugh

of the City of Philadelphia, 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 12th day of September, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety 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
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 12th day of September, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety 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, 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, 2011.



[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., Seaboard Surety 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, 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, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety 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 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 9th day of February, 2009.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, 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.

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., Seaboard Surety 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, 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, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety 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 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 9th day of February, 20 09.


Kori M. Johanson, Assistant Secretary

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



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.

THE
RIGHT-*of*-WAY
TRIMMER



Asplundh Highway Division

THE RIGHT-*of*-WAY TRIMMER



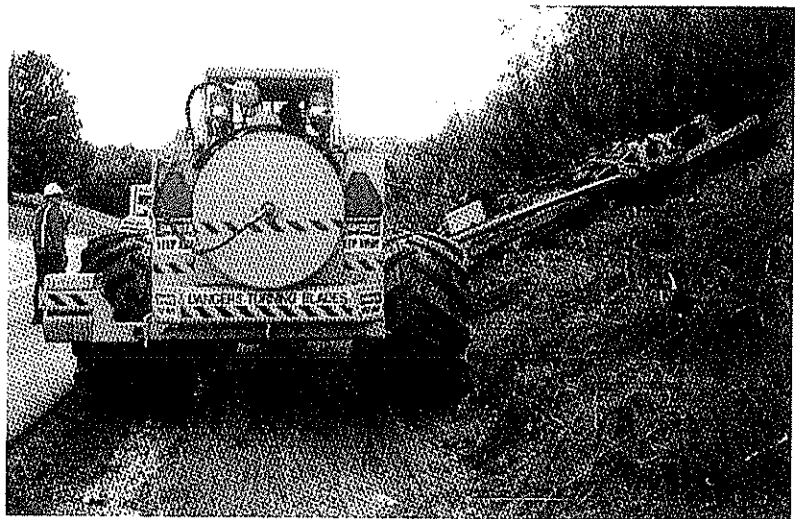
*Two Right-of-Way Trimmers in tandem
One cutting 18', the other cutting 30'*

GENERAL SPECIFICATIONS

- 215 HP
- Gross Weight: 30,000 lbs.
- Maximum Vertical Cut: 30'
- Maximum Horizontal Reach to Cut: 12'
- Low Ground Pressure Tires
- Length: 24'
- Width: 12'
- Height: 10'

CAPABILITIES

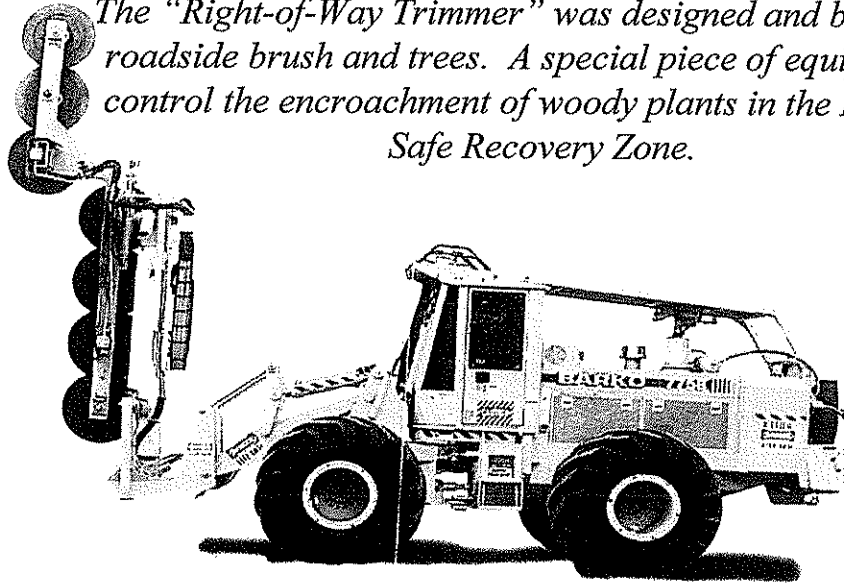
- Low P.S.I. Ground Pressure
- Rubber Tires (Road speed up to 15 mph)
- Angle Cut – Near horizontal to vertical
- Variable Cut – Two-angle cut
- Ground-to-Operator Communication
- Hydro-static Drive for Variable Speed and Control
- Counter-balanced for Sloping Terrain



Sloping banks are not a problem

THE RIGHT-*of*-WAY TRIMMER

The "Right-of-Way Trimmer" was designed and built to cut roadside brush and trees. A special piece of equipment to control the encroachment of woody plants in the Roadside Safe Recovery Zone.



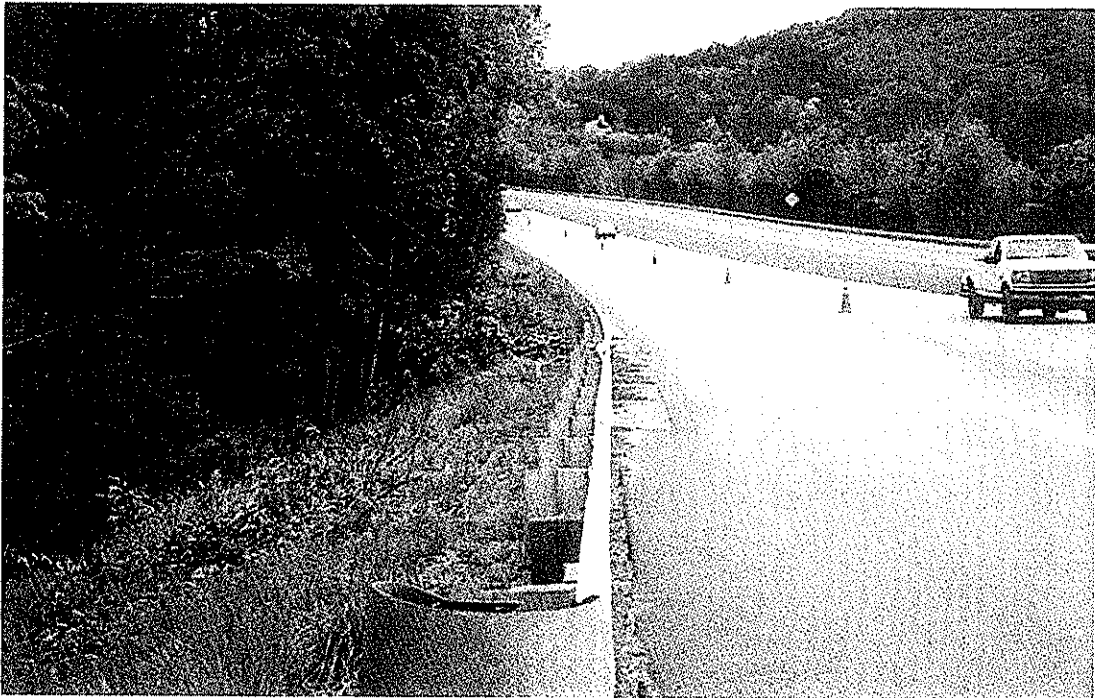
Cutting beyond the guardrail

*Controlling encroaching brush
on right-of-way*





(BEFORE) Encroaching brush reduces visibility

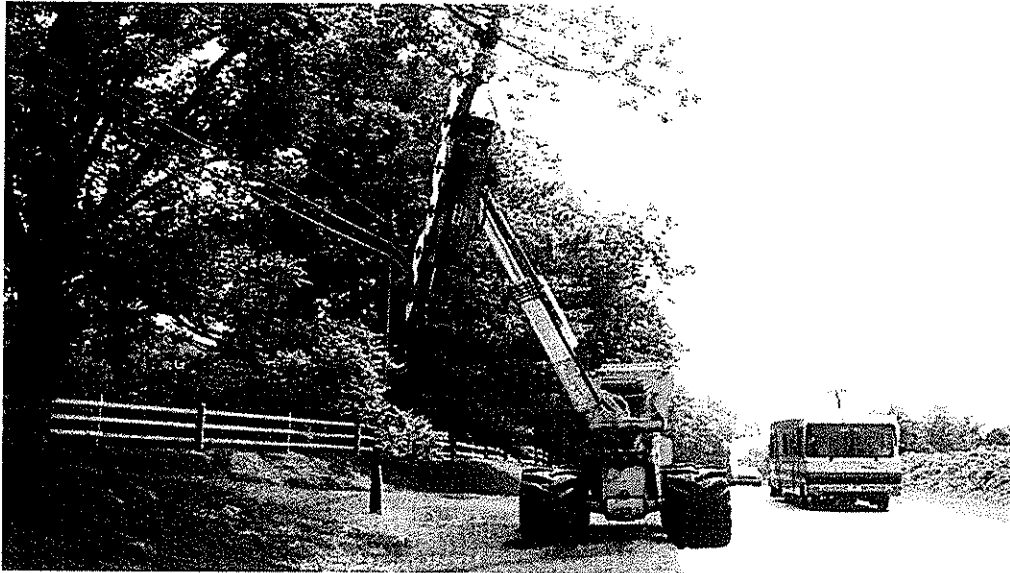


(AFTER) Visibility is greatly improved!

SAFETY FEATURES

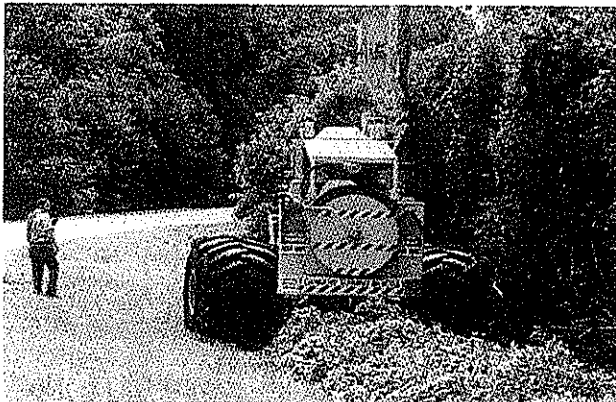
- Double locked blades
- R.O.P.S. approved cab
- Climate-controlled cab
- Certified Dielectric Boom
- Self-cleaning radiators
- 4-Strobe beacon lights
- Highly visible safety color

PROBLEM SOLVED

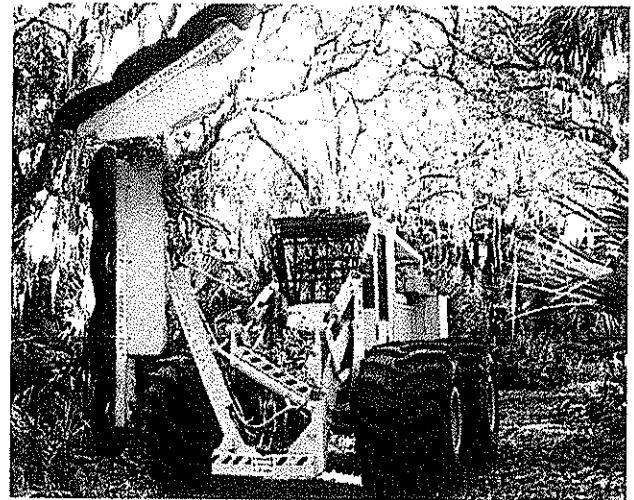


Cutting alongside power lines is no problem

COMPLETE WORK



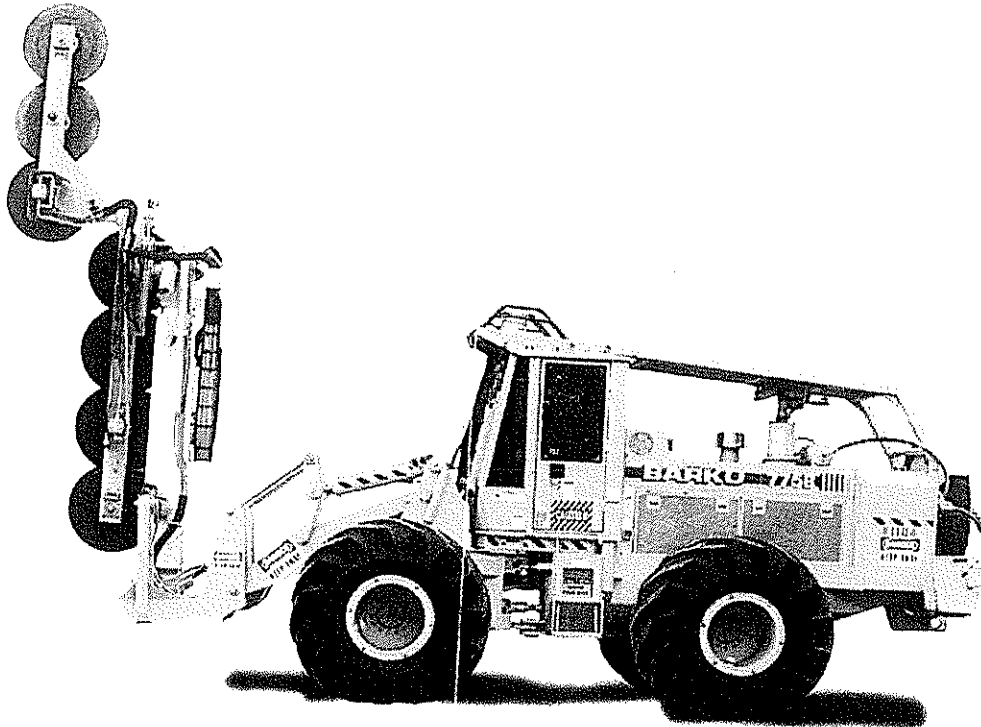
Increased visibility around curves



Forest roads

The Asplundh Highway Division, located in Willow Grove, Pennsylvania specializes in highway vegetation management services. Our areas of expertise include: right-of-way clearing, trimming of roadside brush and trees, brush mowing & mulching, and herbicide applications. These services are being supplied on a nationwide basis.

Our commitment to our clients is to provide quality services, in the shortest time possible, and with a "no hassle" attitude. We strive to be a part of the solution, not a part of the problem. We commit the resources necessary to achieve the schedules agreed upon and to provide our customers with the most cost effective vegetation management services available.



FULL SERVICE RIGHT-OF-WAY CONTRACTOR

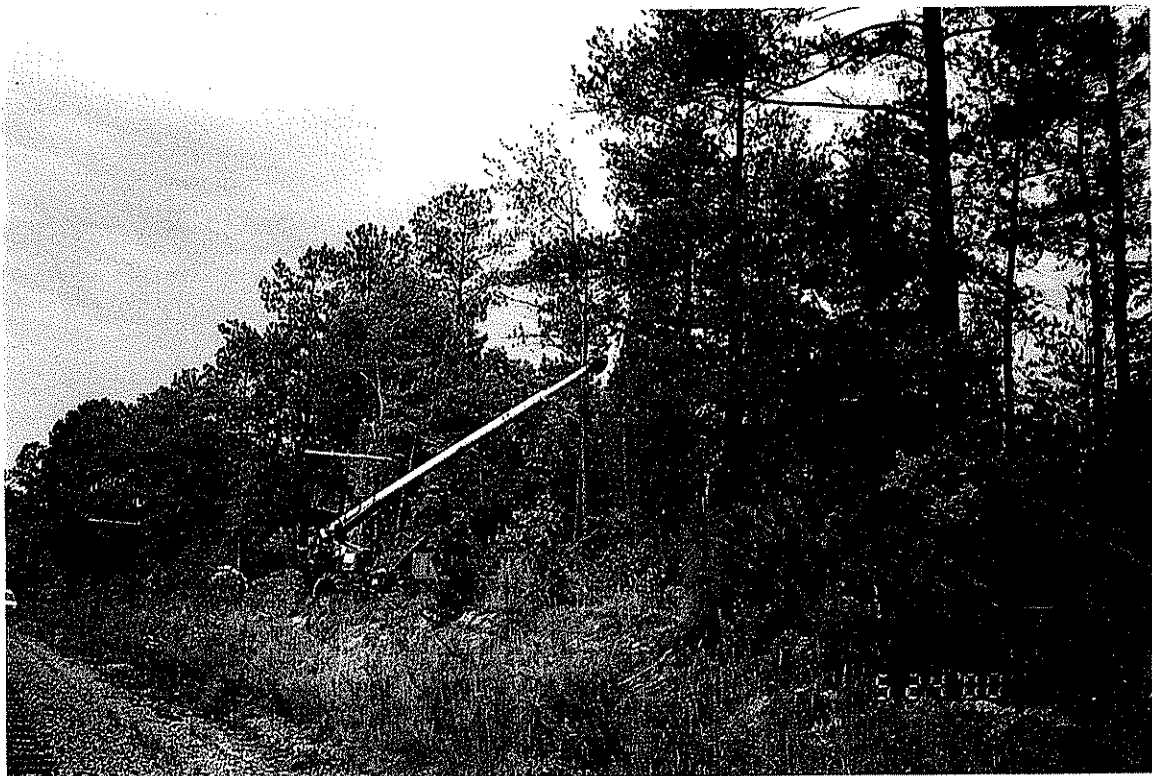
- Roadside Hedging
- Tree Removals
- Brush Mowing-Mulching
- Herbicide Applications

Asplundh Highway Division

708 Blair Mill Road, Willow Grove, PA 19090
phone: (215) 784-4285 -- fax: (215) 784-1366

ASPLUNDH HIGH-REACH TRIMMER

- CUTS UP TO 75-FEET IN HEIGHT
- GREAT FOR OVERHANGING TREE LIMBS
- CLEAN AND SAFE CUTTING
- ALL TERRAIN CAPABILITIES



ASPLUNDH HIGHWAY CLEAN-UP AND DISPOSAL CREW
(Skid Steer with Grapple, Gathers and Piles Cut Material; Followed by Brush Chipper, with Grapple, to Chip and Disperse Material)

