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

Request for Quotation

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ADDRESS CORRES

DEFK10007

ADDRESS CORRESPONDENCE TO ATTENTION OF 304-558-2544

The Whiting-Turner Contracting Co. 300 E. Joppa Road Baltimore, MD 21286

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 142 ROBERT E. LEE EXT.

ELKINS, WV 26241

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300 E. Joppa Road

Baltimore, MD 21286

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JOHN ABBOTT 304-558-2544

The Whiting-Turner Contracting Co.

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DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 142 ROBERT E. LEE EXT.

ADDRESS CORRESPONDENCE TO ATTENTION OF

ELKINS, WV 26241

341-6368

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHT TERMS 11/04/2009 BID OPENING DATE: 12/29/2009 BID OPENING TIME 01:30PM LINE QUANTITY ITEM NUMBER UNITERICE AMOUNT RATES AS ESTABLISHED FOR RANDOLPH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: SUCCESSFUL VENDOR SHALL FURNISH PROOF (XX) INSURANCE: OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. | UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000. (XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT. (XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE Timothy J. Regan 410-821-1100 12/29/09 Senior Vice President 52-0529450 ADDRESS CHANGES TO BE NOTED ABOVE



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

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SHIP TO

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11/04/	<u> Participa de varanção en transferio de Capação de Ar</u>	TER	IMS OF SAI		SHIP	VIA	F.	О.В.	FREIGHT-TERMS	
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VENDOR

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

Request for Quotation

DEFK10007

PAGE 10

JOHN ABBOTT
304-558-2544

The Whiting-Turner Contracting Co. 300 E. Joppa Road Baltimore, MD 21286

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 142 ROBERT E. LEE EXT.

ELKINS, WV 26241

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

STATE OF MARYLAND,

cour	NTY OF Baltimore , TO-WIT:
I, state	Timothy J. Regan, after being first duly sworn, depose and as follows:
1.	I am an employee of The Whiting-Turner Contracting Co. ; and, (Company Name)
2.	I do hereby attest that The Whiting-Turner Contracting Co. (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 a	bove statements are sworn to under the penalty of perjury.
	The Whiting-Turner Contracting Co.
	By: Title: Senior Vice President
	Date: December 29, 2009
Takeı	n, subscribed and sworn to before me this 29 day of December SUZANNE M. SLONAKER DECEMBER NOTARY PUBLIC STATE OF MD
Ву С	ommission expires MY COMMISSION EXPIRES 11/01/2011
(Seal	1
	(11000)

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.

Jan 2009

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: The Whiting-Tu	rner Contracting Com	pany	
Authorized Signature:	1/1/1/1/x-	Date:	December 29, 2009
Purchasing Affidavit (Revised 01/01/09)	" DO	TIMOTHY J. REGAN	

SENIOR VICE PRESIDENT

SECTION III - DESCRIPTION OF BID ITEMS

Bid Item 1: Site Preparation

Unit: Lump Sum (LS)

Description: This work shall consist of the removal of trees and other vegetation, topsoil stripping and

stockpiling, removal of existing utilities, installation of temporary utilities, and clearing and grubbing of all areas disturbed by the Contractor. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, pupplies, material installated and acceptable manner.

supplies, material, incidentals, and quality control required to complete the work

Measurement: There will be no direct measurement of materials, labor, and services provided by the

contractor in completing this item.

Payment: Payment shall be made at the contract unit price per lump sum

Bid Item 2: Sediment and Erosion Control

Unit: Lump Sum (LS)

Description: This item shall consist of furnishing, installation, maintenance and subsequent removal of

necessary storm water structures, best management practices, and other work required to prevent escape of sediment from disturbed areas of project site. Also included is the preparation, submission, and administrative maintenance of any permits required by the West Virginia Department of Environmental Protection (WVDEP) or other agencies. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control

required to complete the work.

Measurement: There will be no direct measurement of materials, labor, and services provided by the

contractor in completing this item

Payment: Payment for item shall be in three installments. The first payment of 50% of the lump

sum price shall be made on the first estimate following issuance of a WV NPDES Construction Stormwater Permit and installation of best management practices required by the approved Stormwater Pollution Prevention Plan. The second payment of 25% shall be made on the next estimate following finish grading and stabilization of all waste and borrow areas. The remaining 25% shall be paid upon termination of the WV NPDES permit by the WVDEP for properly stabilizing the site, demobilization, and final

completion of the Project.

Bid Item 3: Unclassified Excavation

Unit: Cubic Yard (CY)

Description: This work shall consist of, but is not limited to, unclassified excavation, loading and

hauling of excavated material, placement and compaction, and shall include final grading, shaping and contouring of the excavation and fill areas. The terms for earthwork used in

the remainder of this Section imply excavation in native materials. The Contractor, with approval of the COTR, shall adjust the final grades as necessary to create a finished project. The Contractor shall excavate to the lines and grades shown on the Plans. The Contractor shall perform all excavation of every description and of whatever materials encountered to the depths indicated on the Plans. No additional compensation shall be considered for rock excavation. Over-excavation and/or fill not shown on the Plans or specified herein shall be at the Contractor's expense, unless approved by the COTR prior to commencing such work. If unsuitable materials exist below the grades shown on the Plans, this material shall be removed with the prior approval of the COTR and shall be paid per the unit price for "Overexcavation".

Except at locations where excavation of unsuitable material is required, care shall be taken not to excavate below the depths specified Final shaping and contouring of the areas shall be performed to the satisfaction of the COTR.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

The method of measurement for determining the quantity of excavation required for grading work as described above shall be on a cubic yard for excavated material which includes hauling, placing and recompacting material to the surfaces as shown on the Plans Method of measurement shall be before and after surveyed cross-sections of the excavation area(s) and the average-end-area method for computing volume performed by a Professional Surveyor licensed in West Virginia. Cross sections are subject to the approval of the COTR.

Borrow areas (on- or off-site) shall be regraded and reclaimed, including sediment and erosion control and revegetation, at no additional cost to the COTR. Disposal of surplus and waste materials, if encountered, are incidental to this bid item and shall be performed at no additional cost to the COTR

Payment:

This item will be paid for at the contract unit price per cubic yard

Bid Item 4:

Rock Excavation

Unit:

Cubic Yard (CY)

Description:

This work shall consist of excavation, hauling and placement of material classified as rock. Over-excavation shall be backfilled and compacted in accordance with the Specification to the proper grade with suitable material at the expense of the Contractor, unless approved by the COTR prior to commencing such work. Costs for survey work shall be included by Contractor in this Bid Item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

The method of measurement for determining the quantity of rock excavation shall be on a per cubic yard basis for excavated material which includes hauling, placing and recompacting material. Method of measurement shall be before and after surveyed cross-sections of the excavation areas and the average-end-area method for computing volume.

Payment:

This item shall be paid for at the contract unit price per cubic yard.

Bid Item 5:

Subgrade Preparation

Unit:

Square Yard (SY)

Description:

This work shall include, but is not limited to, excavation, scarification, and recompaction of the top 24 inches of in-place subgrade under structures, building slabs, steps, and pavements in excavated areas. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work. Manipulation of the excavated material to achieve optimum moisture content shall be considered incidental to the work. If additional satisfactory soil fill is required to achieve subgrade elevations after compaction, it shall be considered incidental to the work.

Measurement:

Measurement shall be based on square yards of area completed for the work described Material prepared beyond approved limits shall not be included in the measured quantity. Subgrade preparation of other areas, such as walkways and lawn areas, is incidental to earthwork and shall not be paid for by this bid item.

Payment:

Payment shall be made at the contract unit price per square yard

Bid Item 6:

Soil Drying

Unit:

Ton (TN)

Description:

This work shall include, but is not limited to, quicklime application and mixing of stockpiles of existing satisfactory soils with high moisture content. The required demonstration of proposed techniques is incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

The quantity of work completed shall be measured in tons of quicklime used as evidenced by weigh tickets for bulk loads or delivery slips for packaged materials certified by the contractor to be correct.

Payment:

Payment shall be made at the contract unit price per ton

Bid Item 7:

Soil Conditioning

Unit:

Square Yard (SY)

Description:

This work shall include, but is not limited to, scarifying, hydrated lime application, mixing, compacting and rolling areas of existing satisfactory soils with high moisture content to a depth of 12" in locations directed by the COTR. The required demonstration of proposed techniques on test pads is incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

Measurement shall be based on square yards of area completed for the work described Excess material or material placed beyond approved limits shall not be included in the

measured quantity

Payment:

Payment shall be made at the contract unit price per square yard.

Bid Item 8:

Over-excavation

Unit:

Square Yard (SY)

Description:

This work shall include, but is not limited to, excavation below subgrade, transportation and disposal of unsuitable materials, placement of geogrid and AASHTO #1 stone, and proof-rolling areas of unsuitable soils in locations directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Measurement shall be based on square yards of area completed for the work described Excess material or material placed beyond approved limits shall not be included in the measured quantity.

Payment:

Payment shall be made at the contract unit price per square yard.

Bid Item 9:

6" Subsurface Drains

Unit:

Linear Foot (LF)

Description:

This work shall consist of installation of subsurface drains of specified size in locations specified on the plans or directed by the COTR—The drains are to be installed in locations that will intercept the maximum amount of seepage—Subsurface drain work includes dewatering, excavation, drainage fabric, stone, pipe, fittings, cleanouts and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

Measurement shall be based on linear feet of drains in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings as typical pipe section in the pipe being measured.

Payment:

This item shall be paid for at the contract price per linear foot.

Bid Item 10:

Type I Lawns

Unit:

Lump Sum (LS)

Description:

This work shall consist of Type I Lawns as shown on the Drawings and specified in Section 02920, "Lawns and Grasses". The bid item shall include fine grading and preparing lawn areas, protection and maintenance of lawn areas. This includes

performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.

Payment:

This item shall be paid for at the contract lump sum price upon satisfactory completion of the work described.

Bid Item 11:

Type III General Seeding

Unit:

Lump Sum (LS)

Description:

This work shall consist of Type III General Seeding as shown on the Drawings and specified in Section 02920, "Lawns and Grasses" The bid item shall include fine grading and preparing seeding areas, protection and maintenance of seeded areas. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.

Payment:

This item shall be paid for at the contract lump sum price upon satisfactory completion of the work described.

Bid Item 12:

6" Concrete Paving

Unit:

Square Yard (SY)

Description:

This work consists of furnishing and complete installation of Portland cement concrete pavement, reinforcing, joints, and sealants at the areas as shown on the plans. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.

Payment:

Payment shall be made at the contract unit price per square yard

Bid Item 13:

HMA Wearing Course

Unit:

Ton (TN)

Description:

This work shall consist of furnishing and installing designated scratch course and wearing course asphalt in accordance with the Plans and Specifications. The completed pavement

Section III of Bid Form 5 of 22

shall be accepted, with respect to compaction, on a lot-to-lot basis. Each lot shall consist of approximately 2,000 SF of each layer or course by shall be taken at a random location of each of the five sub-lots.

The target percentage of density shall be 96 percent.

The compaction density of the asphalt shall be considered satisfactory so long as the averages of all the five consecutive compaction results equal to or exceed the specified compaction percent of 96% and no individual strength test result falls below the specified compaction by more than 5 percent. If the average of five consecutive compaction results is below the 96 percent, then a payment adjustment shall be made for that tonnage of asphalt representing the area of placement.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed upon automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered.

Payment:

Payment shall be made at the contract unit price per ton

The quantities, determined as provided per the specifications, shall be paid for at the Contract unit prices bid for the items listed, which prices and payments shall be full compensation for furnishing all materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, field laboratory, supplies and incidentals necessary to complete the work.

Adjustment of Price: Bituminous concrete found not in compliance with the tolerance requirements shall be paid for at an adjusted contract price specified

The payment adjustment to tonnage of work places is as follows:

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-96	98
92-94	93
89-90	90
Less than 89	No acceptance

Bid Item 14:

HMA Base Course

Unit:

Ton (TN)

Description:

This work shall consist of furnishing and installing designated base course asphalt in accordance with the Plans and Specifications. Scratch course is incidental to the overlaying wearing course. The completed pavement shall be accepted, with respect to

compaction, on a lot-to-lot basis. Each lot shall consist of approximately 2,000 SF of each layer or course by shall be taken at a random location of each of the five sub-lots

The target percentage of density shall be 96 percent

The compaction density of the asphalt shall be considered satisfactory so long as the averages of all the five consecutive compaction results equal to or exceed the specified compaction percent of 96% and no individual strength test result falls below the specified compaction by more than 5 percent. If the average of five consecutive compaction results is below the 96 percent, then a payment adjustment shall be made for that tonnage of asphalt representing the area of placement.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed upon automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered

Payment:

Payment shall be made at the contract unit price per ton

The quantities, determined as provided per the specifications, shall be paid for at the Contract unit prices bid for the items listed, which prices and payments shall be full compensation for furnishing all materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, field laboratory, supplies and incidentals necessary to complete the work

Adjustment of Price: Bituminous concrete found not in compliance with the tolerance requirements shall be paid for at an adjusted contract price specified

The payment adjustment to tonnage of work places is as follows:

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-96	98
92-94	93
89-90	90
Less than 89	No acceptance

Bid Item 15:

Free Draining Base

Unit:

Ton (TN)

Description:

This work consists of furnishing and complete installation of open graded free draining base course for pavements. Aggregate, compaction, binder material, and curing are included with this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed on an approved standard scale or from digital print-out slips from an automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered. Only work accepted by the COTR shall be included, any work rejected or materials used for other items or purposes shall be deducted

Payment:

Payment shall be made at the contract price per ton.

Bid Item 16:

Free Draining Base Trench and Piping

Unit:

Linear Foot (LF)

Description:

This work shall consist of constructing free draining base trenches and outlet pipes in reasonably close conformity with the lines, grades, dimensions, and locations shown on the Plans or established by the COTR Excavation, perforated pipe, filter material, outlet pipe, aggregate backfill, and disposing of all surplus material is included with this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

The quantity of work done shall be measured by the linear foot of free draining base trench installed, complete in place and accepted. The perforated pipe, geotextile, and aggregate backfill is a component of the free draining base trench. Length shall be determined from actual measurements once the free draining base trench is in place. No deductions shall be made for placement of the drop connection required at outlet pipe locations. Outlet pipes required from the free draining base trench to daylight or another drainage structure are incidental to this item.

Payment:

The quantities, determined as provided above, shall be paid for at the contract unit price of linear feet.

Bid Items 17–18: Fabric Woven, Fabric Separation

Unit:

Square Yard (SY)

Description:

This work shall consist of furnishing and installing geotextile fabric of designated types in pavement sections as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond design limits shall not be included in the measured quantity. Fabric used in free draining base trench is not included in this pay item.

Payment:

Payment shall be made at the contract unit price per square yard.

Section III of Bid Form 8 of 22

Bid Item 19:

AASHTO #1 Stone

Unit:

Ton (TN)

Description:

This work includes, but is not limited to, furnishing and complete installation of AASHTO #1 stone for pavements as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

YYC

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall

be determined by the Contractor from the total weigh slips for each vehicle load weighed on an approved standard scale or from digital print-out slips from an automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered. Only work accepted by the COTR shall be included, any work rejected or materials used for other items or purposes

shall be deducted.

Payment:

Payment shall be made at the contract unit price per ton

Bid Item 20:

Class 1 Stone

Unit:

Ton (TN)

Description:

This work includes, but is not limited to, furnishing and complete installation of Class I aggregate course for pavements as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed on an approved standard scale or from digital print-out slips from an automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered. Only work accepted by the COTR shall be included, any work rejected or materials used for other items or purposes shall be deducted.

Payment:

Payment shall be made at the contract unit price per ton

Bid Item 21:

Guard Rail

Unit:

Linear Foot (LF)

Description:

This work shall consist of the construction of guard rail at the locations shown on the Plans or as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantity of work done shall be measured in linear feet measured along the face of the

rail from center to center of end posts.

Payment: Payment shall be made at the contract unit price per linear foot.

Bid Item 22: Wheel Stops

Unit: Each (EA)

Description: This work includes, but is not limited to, furnishing and complete installation of plastic

wheel stops as directed by the COTR This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies,

material, incidentals, and quality control required to complete the work.

Measurement: The quantity of work done shall be measured per each wheel stop completely installed

Payment: Payment shall be made at the contract unit price per each.

Bid Item 23: Concrete Curbing

Unit: Linear Foot (LF)

Description: This work shall includes, but is not limited to, the construction of cast-in-place concrete

curbing at the locations shown on the Plans, or as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete

the work.

Measurement: Curbing shall be measured along the front face of the section at the finish grade elevation.

Payment: Payment shall be made at the contract unit price per linear foot

Bid Item 24: Pavement Marking

Unit: Lump Sum (LS)

Description: Pavement markings shall consist of furnishing and installing various types of markings, as

shown on the plans and an additional 1,000 sq ft for miscellaneous marking as directed by the COTR. It shall include, but is not limited to, edge lines, center lines, handicapped symbols, parking lines, shoulders, stop lines and pedestrian crossing markings. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control

required to complete the work.

Measurement: There will be no direct measurement of labor, materials and services provided by the

contractor in completing this item

Payment: This item shall be paid for at the contract lump sum price upon satisfactory completion of

all pavement markings shown on the plans.

Bid Item 25: Signage

Unit: Lump Sum (LS)

Description: This item includes, but is not limited to, furnishing and installing miscellaneous signs,

stop, parking, informational, etc. as noted on the Plans or as directed by the COTR. Signs, posts, foundations, and necessary hardware are included. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete

the work

Measurement: Measurement shall be based on completion of work described.

Payment: Payment shall be made at the contract unit price for lump sum.

Bid Item 26: Concrete Sidewalk

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing welded wire mesh reinforcing, 4,000

psi air-entrained concrete, Class I stone, formwork and incidentals associated with concrete sidewalks and pads as detailed on the Plans. The areas adjacent to the building shall also include drainage fill and foam insulation. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment,

supplies, material, incidentals, and quality control required to complete the work

Measurement: Measurement shall be based on square yards of area completed for the work described.

Excess material or material placed beyond approved limits shall not be included in the

measured quantity

Square Yard (SY)

Payment: Payment shall be made at the contract unit price per square yard

Bid Item 27: Cobblestone Pavers

Unit:

Description:

cobblestone paving, and mortar at the locations as shown on the plans. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete

This work consists of furnishing and installation of bedding, concrete, concrete joints,

the work.

Measurement: Measurement shall be based on square yards of area completed for the work described

Excess material or material placed beyond approved limits shall not be included in the

measured quantity

Payment: Payment shall be made at the contract unit price per square yard.

Section III of Bid Form 11 of 22

Bid Item 28: Concrete Wall

Description:

Unit:

Description:

Unit: Linear Foot (LF)

Description: This item of work is a poured in place reinforced concrete retaining wall as shown on the

Plans. Excavation, gravel foundations, forming, reinforcing, concrete, backfill, and associated subsurface drainage are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment,

supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be by the linear foot along the front face of the wall at the finished

grade elevations

Payment: Payment shall be made at the contract unit price for linear foot

Bid Item 29: Rock Wall

Unit: Linear Foot (LF)

This item of work consists of furnishing and installing precast concrete block exterior walls as shown on the Plans Excavation, gravel foundations, backfill, and associated subsurface drainage are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies,

material, incidentals, and quality control required to complete the work

Measurement: Measurement shall be by the linear foot along the front face of the wall at the finished

grade elevations Only one face of double-faced block shall be counted

Payment: Payment shall be made at the contract unit price for linear foot.

Bid Items 30–32: 30' Force Protection Gate, Sliding Gate, 24 – 6' Fabric, 16' Swing Gate

This work consists of furnishing and complete installation of swing, sliding, and gates for chain link fences and site security. The price shall include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and locks. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality

control required to complete the work.

Measurement: Measurement shall be per each gate completely installed.

Payment: The accepted quantities of gates shall be paid for at the contract unit price per each

complete in place

Each (EA)

Bid Item 33: Security Fencing
Unit: Linear Foot (LF)

Description:

This work consists of furnishing and complete installation of chain link fencing and personnel gates. The price will include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and gate hardware. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Measurement shall be along the bottom wire of the fence from outside to outside of end posts for each continuous run of fence, excluding lengths occupied by vehicular gates.

Payment:

The accepted quantities of fencing materials shall be paid for at the contract unit price per linear foot complete in place

Bid Item 34:

Field Fencing

Unit:

Linear Foot (LF)

Description:

This work consists of furnishing and complete installation of field fencing. The price will include excavating, backfilling, minor grading for fence fabric installation. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Measurement shall be along the bottom wire of the fence from outside to outside of end posts for each continuous run of fence, excluding lengths occupied by vehicular gates.

Payment:

The accepted quantities of fencing materials shall be paid for at the contract unit price per linear foot complete in place.

Bid Items 35–37:

Bollards 8" and 12", Bollards Removable

Unit:

Each (EA)

Description:

This work consists of furnishing and complete installation of bollards. The unit price shall include furnishing and installing metal posts, and associated hardware, concrete footings, excavation, backfill, and compensation for doing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, and incidentals required to complete the work

Measurement:

The quantity of work done shall be measured per each bollard completely installed and accepted by the COTR.

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Payment:

Payment shall be made at the contract unit price per each

Bid Item 38:

60' Flagpole

Unit:

Each (EA)

Description: This item includes furnishing and installing the 60' aluminum flagpole in front of the

facility. The foundation, including excavation, aggregate, concrete and miscellaneous hardware are incidental to this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies,

material, incidentals, and quality control required to complete the work

Measurement: There shall be no direct measurement of materials, labor, and services provided by the

Contractor in completing this item.

Payment: Payment shall be made at the contract unit price for each.

Bid Item 39: Vehicle Wash System

Unit: Lump Sum (LS)

Description: This work shall consist of adding a Vehicle Wash System as shown in the Plans.

Excavation, concrete, aggregate base, waterstops, associated drainage structures, piping, conduits, and other ancillary equipment within the boundary created by the edge of the concrete pad are incidental to this item of work. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment,

supplies, material, incidentals, and quality control required to complete the work.

Measurement: There will be no direct measurement of materials, labor, and services provided by the

Contractor in completing this item.

Payment: Payment shall be made at the contract unit price for lump sum.

Bid Item 40: Fuel Truck Containment Pad

Unit: Lump Sum (LS)

Description: This work shall consist of adding Fuel Truck Containment Pads as shown in the Plans

All associated drainage structures, piping, conduits, and other ancillary equipment within the fence boundary created on the detail drawing sheet are incidental to this item of work. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control

required to complete the work

Measurement: There will be no direct measurement of materials, labor, and services provided by the

Contractor in completing this item

Payment: Payment shall be made at the contract unit price for lump sum.

Bid Item 41: Oil/Water Separator
Unit: Each (EA)

Description: This work consists of furnishing and complete installation of an underground separator

designed for gravity separation of free oils (hydrocarbons and other petroleum products)

Section III of Bid Form 14 of 22

and settable solids from wastewater. Excavation, backfill, concrete pad, bedding material, manways, piping and fittings to a point beyond the outline of the tank, alarm and control panel, electrical and data wiring, and vent piping are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

Measurement shall be based on completion of the work described according to the Basis

of Payment below.

Payment:

Payment shall be made at the contract unit price for each.

Bid Item 42:

Loading Ramp

Unit:

Lump Sum (LS)

Description:

This item of work is a cast-in-place reinforced concrete loading ramp with two levels. The aggregate, backfill, dock bumpers, excavation and soil backfill, and any other ancillary equipment required are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

There shall be no direct measurement for materials, labor, and services provided by the Contractor in completing this item.

Payment:

Payment shall be made at the contract unit price for lump sum

Bid Item 43:

Transformer Pad

Unit:

Each (EA)

Description:

This work shall consist of a cast-in-place concrete pad for the electrical transformer(s). The pad must meet the requirements of Allegheny Energy for the transformer(s) used. This shall include excavation, concrete, reinforcing, grounding hardware, aggregate base and any other incidentals necessary for a complete and functional pad. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Measurement shall be based on each pad completed and accepted by the COTR.

Payment:

Payment shall be made at the contract unit price per each.

Bid Item 44:

Equipment Pad

Unit:

Each (EA)

Section III of Bid Form 15 of 22

Description:

This work shall consist of a cast-in-place concrete pad for the emergency generator. The pad must meet the requirements of the generator manufacturer. This shall include excavation, concrete, reinforcing, grounding hardware, aggregate base and any other incidentals necessary for a complete and functional pad. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Measurement shall be based on each pad completed and accepted by the COTR.

Payment:

Payment shall be made at the contract unit price per each

Bid Items 45-51: Water Line, PVC, 2", 3", 4", 6", and 8"; DIP 6", 8"

Unit:

Linear Foot (LF)

Description:

This work shall consist of furnishing and installing various sizes of water line These prices shall fully compensate the Contractor for providing pipe, fittings, valves, bedding, excavation, steel casing pipes, backfill, concrete thrust blocks, concrete encasement, asphalt repair, curb stops, flushing, testing, coordination with the Norton-Harding-Jimtown Public Service District for acceptance. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Measurement shall be based on linear feet of water line in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings and appurtenances associated with the water line.

Payment:

Payment shall be made at the contract unit price per linear foot

Bid Item 52:

PIV

Unit:

Each (EA)

Description:

This work consists of furnishing and complete installation of Post Indicator Valves The unit price shall include furnishing and installing the valves, fittings, tamper switches, excavation, bedding, backfill, concrete thrust blocks, saw-cutting of pipe, and testing and inspection This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

The quantity of work done shall be measured per unit PIV acceptably installed.

Payment:

Payment shall be made at the contract unit price per each

Bid Item 53:

Fire Hydrant

Unit:

Each (EA)

Description:

This work consists of furnishing and complete installation of exterior fire hydrants. The unit price shall include furnishing and installing a fire hydrant, fittings, excavation, bedding, backfill, concrete thrust blocks, saw-cutting of pipe, and testing and inspection. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

The quantity of work done shall be measured per unit fire hydrant acceptably installed.

Payment:

Payment shall be made at the contract unit price per each.

Bid Item 54:

Water Vault

Unit:

Each (EA)

Description:

This work consists of furnishing, placing and installing the precast concrete vault, bedding, backfill, water meter, backflow preventers, tamper switches, and associated valves and appurtenances as detailed in the Plans. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Measurement shall be per water meter pit installed and accepted by the COTR and authorities having jurisdiction.

Payment:

Payment shall be made at the contract price per each.

Bid Item 55:

Manholes, Sanitary Sewer

Unit:

Vertical Foot (VF)

Description:

This work shall include, but is not limited to, installing pre-cast concrete manholes at the locations specified in the plans. Excavation, bedding, manhole section and grade ring installation, backfill, and testing and inspection are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

Measurement shall be based on each manhole in place, completed and accepted by the COTR and authorities having jurisdiction.

Payment:

Payment shall be made at the contract unit price per vertical foot

Bid Item 56:

Frame & Cover, Sanitary Sewer

Unit:

Each (EA)

Description:

This work consists of furnishing, placing and installing the frame and cover for sanitary manholes as detailed in the Plans This includes performing all work prescribed in a

workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

Measurement shall be per frame and cover installed and accepted by the COTR.

Payment:

Payment shall be made at the contract price per each.

Bid Items 57-58: Sanitary Sewer, PVC, 6" and 8"

Unit:

Linear Foot (LF)

Description:

This work shall consist of furnishing and installing various sizes of PVC sanitary sewer piping. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fittings, cleanouts, casing pipes, pavement repairs, testing and coordination with the Town of Junior for acceptance. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Measurement shall be based on linear feet of sanitary sewer piping in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, appurtenances, and cleanouts associated with the sanitary sewer piping.

Payment:

Payment shall be made at the contract unit price per linear foot

Bid Item 59:

Cleanout, Sanitary Sewer

Unit:

Each (EA)

Description:

This work consists of furnishing and complete installation of cleanout. The unit price shall include furnishing and installing pipe, fittings, concrete apron, excavation, and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

The quantity of work done shall be measured per each cleanout completely installed and accepted by the COTR.

Payment:

Payment shall be made at the contract unit price per each.

Bid Items 60-63: Storm, PVC, 6", 8", 12", and 15"

Unit:

Linear Foot (LF)

Description:

This work consists of the furnishing and complete installation of PVC pipe for storm drainage outside the building. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, and pavement repairs. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Conduit of the different types and sizes, shall be measured by the linear foot in place, the measurement being made along the centerline of each pipe installed. Branch connections, cleanouts, tees, wyes, and elbows shall be measured along their centerlines and these lengths included in the total lengths of the appropriate conduit. Wyes, tees, and other branch connections shall be measured along the centerlines to points of intersection. The portion of pipe extending through to the inside face of headwalls of all types, manholes, inlets, boxes, or other structures shall be included in the measurement.

Payment:

Payment shall be made at the contract unit price per linear foot

Bid Items 64-66: Storm, HDPE, 12", 18", and 24"

Unit:

Linear Foot (LF)

Description:

This work consists of the furnishing and complete installation of high density polyethylene pipe for storm drainage. Pipe, bedding, excavation, backfill, fill, fittings, and pavement repairs, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

Conduit of the different types and sizes, shall be measured by the linear foot in place, the measurement being made along the centerline of each pipe installed. Branch connections, tees, wyes, and elbows shall be measured along their centerlines and these lengths included in the total lengths of the appropriate conduit. Wyes, tees, and other branch connections shall be measured along the centerlines to points of intersection. The portion of pipe extending through to the inside face of headwalls of all types, manholes, inlets, boxes, or other structures shall be included in the measurement.

Payment:

Payment shall be made at the contract unit price per linear foot.

Bid Item 67:

Type 1 Ditch

Unit:

Linear Foot (LF)

Description:

This work shall consist of the construction of open flow ways for surface drainage, using geotextile fabric, riprap and grout Excavation, shaping and lining and geotextile fabric are incidental This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into

Payment:

Payment shall be made by the contract unit price per linear foot.

Bid Item 68:

Type 2 Ditch

Unit:

Linear Foot (LF)

Description:

This work shall consist of the construction of open flow ways for surface drainage, using geotextile fabric, riprap and grout. Excavation, shaping and lining and geotextile fabric are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into

Payment:

Payment shall be made by the contract unit price per linear foot.

Bid Item 69:

Type 3 Ditch

Unit:

Linear Foot (LF)

Description:

This work shall consist of the construction of open flow ways for surface drainage, using geotextile fabric and riprap. Excavation, shaping, and lining are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into

Payment:

Payment shall be made by the contract unit price per linear foot

Bid Item 70:

Type 4 Ditch

Unit:

Linear Foot (LF)

Description:

This work shall consist of the construction of open flow ways for surface drainage, using temporary erosion control matting Excavation, shaping, seeding, and lining are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into

Payment:

Payment shall be made by the contract unit price per linear foot

Bid Item 71:

Junction Box

Unit:

Each (EA)

Description:

This work shall consist of installing pre-cast or cast-in-place concrete junction boxes for storm drainage. Pipe connection, bedding, excavation, backfill, fill, fittings, frames and covers, and pavement repairs, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Measurement shall be based on each junction box in place completed, and accepted by the COTR

Payment:

Payment shall be made at the contract unit price for each.

Bid Items 72-73: Type "B" Drop Inlets, Type B Inlet Grate & Frame

Unit:

Each (EA)

Description:

This work shall consist of installing pre-cast or cast-in-place concrete inlets for storm drainage. Pipe connection, bedding, excavation, backfill, fill, fittings, and pavement repairs, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Measurement shall be based on each drain inlet in place completed, and accepted by the

COTR

Payment:

Payment shall be made at the contract unit price per each

Bid Items 74–75: 10" Yard Drains, 12" In-Line Inlets

Unit:

Each (EA)

Description:

This work shall consist of installing drains and inlets for storm drainage Inlets, grates, piping, excavation, bedding, backfill, fill, fittings and pavement repairs are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Measurement shall be based on each drain inlet in place completed, and accepted by the

COTR

Payment:

Payment shall be made at the contract unit price for each

Bid Item 76: Trench Drain & Grate

Unit: Linear Foot (LF)

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Description:

This work shall consist of installing a vehicular trench drain for storm drainage. Pipe connection, bedding, excavation, backfill, fittings, frames and grates are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work

Measurement:

Measurement shall be based on linear foot of trench drain installed and accepted by the COIR, measured along the center-line from end of grate to end of grate.

Payment:

Payment shall be made by the contract unit price per linear foot.

Bid Item 77:

Concrete Headwall

Unit:

Each (EA)

Description:

This work shall consist of installing cast-in-place concrete headwalls for storm drainage Excavation, forming, reinforcement, concrete, pipe connection, aggregate bedding, backfill, and concrete finishing are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

Measurement shall be based on each headwall in place completed, and accepted by the

COTR

Payment:

Payment shall be made at the contract unit price per each

END OF SECTION

SECTION III – DESCRIPTION OF ARCHITECTURAL BID ITEMS

Bid Item 1a: AFRC Primary Facility

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor

for items required by the contract documents to provide a complete and functional building and/or assembly as shown under Base Bid in the Drawings and Specifications. This shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter, which includes the perimeter of the existing building as well as all additions. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; structural steel; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; doors; windows; finishes; casework; mechanical systems; and electrical systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated March November 2, 2009, as well as any addenda issued

during the bidding process.

Measurement: Measurement will be based on completion of the work described.

Payment: Payment for item will be in accordance with the specifications.

Bid Item 1a.1: Mobilization/Demobilization

Unit: Lump Sum (LS)

Description: This work consists of the Contractor mobilizing onto the worksite

at the beginning of construction, demobilizing from the worksite when construction is complete, and temporary construction facilities required by the contractor in accordance with, but not limited to Section 1500 of the specifications, but is not limited to, construction preparatory operations, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; storage facilities, including fenced enclosure of staging

area.

Measurement:

Measurement will be based on completion of the work described, prorate from lump sum amount according to the Basis of Payment below Maximum limitation Mobilization/Demobilization will be 5% of base bid.

Payment:

Payment for item will be in three installments. The first payment of 50 percent of the lump sum price will be made on the first estimate following partial mobilization including the placement or erection of the Contractor's office and storage facilities and the initiation of construction work. The second payment of 25 percent will be made on the next estimate following completion of substantial mobilization. The remaining 25 percent will be paid upon demobilization and satisfactory restoration of the contractor's staging and work area and final completion of the Project.

Bid Item 1a.2: General Construction Administration

Unit:

Lump Sum (LS)

Description:

This work consists of performing the construction administrative duties associated with managing the construction of the Project as stated I Division I of the Specifications, providing construction layout, providing construction layout, providing temporary utilities for the site until 100% acceptance of the project by the C&FMO, and coordination of permanent utility installation and tie-in of site grading and access roads with the WVDOH, administration and maintenance of all required permits for the project, including permit fees.

Measurement:

There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment:

Payment shall be made at the contract lump sum price, based on percentage of contract completion.

Bid Item 1a.3:

Quality Control

Unit:

Lump Sum (LS)

Description:

The work shall consist of the performance of work specified in but not limited to preparation, performance, and furnishing all materials to implement the Quality Control Plan

Measurement:

There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item. Maximum limit on Quality Control is 2%

Payment:

This item will be paid for at the contract lump sum price at

satisfactory completion of work

Bid Item 1b:

AFRC Workshop

Unit:

Lump Sum (LS)

Description:

The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional building and/or assembly as shown under Base Bid in the Drawings and Specifications. This shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter, which includes the perimeter of the existing building as well as all additions. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; structural steel; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; doors; windows; finishes; casework; mechanical systems; and electrical systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated March November 2, 2009, as well as any addenda issued during the bidding process.

Measurement:

Measurement will be based on completion of the work described.

Payment:

Payment for item will be in accordance with the specifications

Bid Item 1c:

AFRC Unheated Storage

Unit:

Lump Sum (LS)

Description:

The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional building and/or assembly as shown under Base Bid in the Drawings and Specifications. This shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter, which includes the perimeter of the existing building as well as all additions. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; structural steel; carpentry and wood decking;

waterproofing; insulation; roofing; interior and exterior walls; doors; windows; finishes; casework; mechanical systems; and electrical systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated March November 2, 2009, as well as any addenda issued during the bidding process.

Measurement:

Measurement will be based on completion of the work described.

Payment:

Payment for item will be in accordance with the specifications

ELKINS BID SET ARCHITECTURAL BID ITEMS

NO.	ITEM	QTY	AREA	TOTAL AREA		EX	KTENDED
BID No	. 1 - AFRC BUILDING					_	
la	Primary AFRC Building	1	LS			45	515,872
<u>la.l</u>	Mobilization/Demobilization	1	LS			\$ '	227,687.39
1a.2	General Construction Admin	1	LS		_	\$	2,541,966
la.3	Quality Control	1	LS		_	\$	246,488.00
1a.4	WVDOH Encroachment Permit(s)	1	LS		Allowance	\$2	20,000.00
lb	Workshop	1	LS		- -	\$	764,883.00
lc	Unheated Storage Building	1	LS		- -	\$	155,053.00
					•		
***************************************	ARCHITECTURAL BASE BID TO	OTAL			TOTAL	13,47	1,949

ELKINS CIVIL BID ITEMS

NO.	ІТЕМ	QTY	AREA	UNIT PRICE	E	XTENDED PRICE
SITE PI	REPARATION					
1	Site Preparation	1	LS	\$ 80,250.00	\$	80,250.00
2	Sediment and Erosion Control	1	LS	\$ 22,250.00	\$	22,250.00
EARTH	WORK					
3	Unclassified Excavation	90,000	CY	\$ 3.60	\$	324,000.00
4	Rock Excavation	25,000	CY	\$ 7.15	\$	178,750.00
5	Subgrade Preparation	15,000	SY	\$ 1.15	\$	17,250.00
6	Soil Drying	100	TN	\$ 320.00	\$	32,000.00
7	Soil Conditioning	1,000	SY	\$ 12.00	\$	12,000.00
8	Over-Excavation	1,000	SY	\$ 29.50	\$	29,500.00
9	6" Subsurface Drains	2,200	LF	\$ 18.00	\$	39,600.00
10	Type I Lawn	1	LS	\$ 30,425.00	\$	30,425.00
11	Type III General Seeding	1	LS	\$ 38,325.00	\$	38,325.00
ROADS						
12	6" Concrete Paving	3,500	SY	 50.24	\$	175,840.00

13	HMA Wearing Course	1,150	TN	\$	69.75	4	: {	30,212.50
14	HMA Base Course	4,700	TN	\$	53.00		24	19,100.00
15	Free Draining Base	4,000	TN	\$	46.90		18	37,600.00
	Free Draining Base Trench and							
16	Piping	5,400	LF	_\$_	14.00			75,600.00
17	Fabric, Woven	7,700	SY	\$	3.80	_\$. 2	29,260.00
18	Fabric Separation	17,600	SY	\$	1.50	\$. 2	26,400.00
19	AASHTO #1	5,200	TN	\$	21.00			9,200.00
20	Class 1 Stone	3,000	<u>TN</u>	\$	18.00	\$		54,000.00
21	Guardrail	2,500	LF	\$	9.10	\$		22,750.00
22	Wheel Stops	100	EA	\$	158.75	\$		5,875.00
23	Concrete Curbing	1,300	LF	\$	37.00	\$	۷	18,100.00
24	Pavement Marking	1	LS	\$	9,900.00			9,900.00
25	Signage	1	LS	\$	7,000.00			7,000.00

MISCEL	LANEOUS							
26	Concrete Sidewalk	1,280	SY	\$	26.84	_\$	3	34,355.20
27	Cobblestone Pavers	90	SY	\$	230.00		2	20,700.00
28	Concrete Wall	35	LF	\$	277.00			9,695.00
29	Rock Wall	680	LF	\$	71.61	-\$	4	18,694.80
30	30' Force Protection Gate	1	EA	\$	40,800.00	-\$		10,800.00
31	24' Sliding Gates	2	EA	\$	4,800.00	\$		9,600.00
32	16' Swing Gates	4	EA	\$	950.00	-\$		3,800.00
33	Security Fencing	1,600	LF	\$	22.00	\$		5,200.00
34	Field Fencing	210	LF	\$	9.00	\$		1,890.00
35	Bollards 8"	30	EA	\$	772.60	\$	2	3,178.00
36	Bollards 12"	17	EA	\$	699.00	\$		1,883.00
37	Bollards Removeable	2	EA	\$	699.00	\$		1,398.00
38	40' Flagpole	2	EA	\$	1,875.00	\$		3,750.00
39	Vehicle Wash System	1	LS	\$	31,005.00	\$		1,005.00
40	Fuel Truck Containment Pad	1	LS	\$	24,500.00	\$		4,500.00
41	Oil/Water Separator	1	EA	\$	60,756.00	\$	6	0,756.00
42	Loading Ramp	1	LS	\$	100,193.00	\$		0,193.00
43	Transformer Pad	1	EA	\$	5,000.00			5,000.00
44	Equipment Pad	2	EA	\$	4,645.00	\$		9,290.00
WATER	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			<u> </u>	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
	2" DVC Weter	110	r.c	ø	10.00	¢.		2 000 00
$\frac{45}{46}$	2" PVC Water 3" PVC Water	110	LF	\$	19.00	\$		2,090.00
		300	LF	\$	21.00	\$		6,300.00
47	4" PVC Water	160	<u>LF</u>	\$	34.00	\$		5,440.00
48	6" PVC Water	750	LF	\$	26.00	\$		9,500.00
49	6" DIP Water	120	<u>LF</u>	\$	47.00	\$		5,640.00
50	8" PVC Water	1,400	<u> </u>	\$	23.00	\$	3	2,200.00

51	8" DIP Water	40	LF	\$ 32.00		\$	1,280.00
52	PIV	2	EA	\$ 2,300.00		\$	4,600.00
53	Fire Hydrant	4	EA	\$ 3,500.00		\$	14,000.00
54	Water Vault	1	EA	\$ 23,000.00		\$	23,000.00
		·					
SEWER							
55	Manholes, Sanitary Sewer	52	VF	\$ 370.00		\$	19,240.00
56	Frame and Cover, Sanitary Sewer	8	EA	\$ 200.00		\$	1,600.00
57	6" PVC Sanitary Sewer	840	LF	\$ 21.00		\$	17,640.00
58	8" PVC Sanitary Sewer	1000	LF	\$ 26.00		\$	26,000.00
59	Cleanout, Sanitary Sewer	10	EA	\$ 450.00		\$	4,500.00
				 · · · · · · · · · · · · · · · · · · ·			
	DRAINAGE						
60	6" PVC Storm	1,200	LF	\$ 17.00		\$	20,400.00
61	8" PVC Storm	700	LF	\$ 19.00		\$	13,300.00
62	12" PVC Storm	450	LF	\$ 25.00		\$	11,250.00
63	15" PVC Storm	250	LF	\$ 30.00		\$	7,500.00
64	12" HDPE Storm	200	LF	\$ 24.00		\$ \$ \$	4,800.00
65	18" HDPE Storm	1,250	LF	\$ 40.00		\$	50,000.00
66	24" HDPE Storm	500	LF	\$ 50.00		\$	25,000.00
67	Type 1 Ditch	1,200	LF	\$ 58.30		\$	69,960.00
68	Type 2 Ditch	500	LF	\$ 29.50		\$	14,750.00
69	Type 3 Ditch	1,000	LF	\$ 45.00		\$	45,000.00
70	Type 4 Ditch	2,200	LF	\$ 9.25		\$	20,350.00
71	Junction Box	2	EA	\$ 2,000.00		\$	4,000.00
72	Type "B" Drop Inlets	17	EA	\$ 1,500.00		\$	25,500.00
73	Type "B" Inlet Grate and Frame	17	EA	\$ 550.00		\$	9,350.00
74	10" Yard Drains	5	EA	\$ 430.00		\$	2,150.00
75	12" In-Line Inlets	4	EA	\$ 400.00		\$	1,600.00
76	Trench Drain and Grate	30	LF	\$ 240.00		\$	7,200.00
77	Concrete Headwalls	4	EA	\$ 1,200.00		\$	4,800.00
***************************************	CIVIL BASE BID TOTAL			7	OTAL	\$	2,890,815.50
	TOTAL OF BASE BID			 Т(DTAL	(1)	2) 1 7111 89
				1 /	- AZELI	10	1.362,764.89

SECTION 0100— BID FORM - Revision_b (12-11-09)

ELKINS BID SET ARCHITECTURAL BID ITEMS - ALTERNATES

A-1 AL 7	IERNATE BID ITEM - Broadloom roll Costing Deduction	-good carpe	et in Oper SY	Office i	n lieu of Car	pet Tile	\$	(3,150)
A-2 AL î	TERNATE BID ITEM - Provide Polishe Costing Deduction	ed Concrete	in lieu of SY	Rubber	Tile		_\$	(21,309)
A-3 AL 7	TERNATE BID ITEM — Reduction of a Costing Deduction	Unheated S 210	torage fro	om 2700 .	Sq. Ft to 249	0 Sq. Ft.	\$	(1,901)
A-4 AL 1	TERNATE BID ITEM— Replace Extern Costing Deduction	nal Stone w	ith Oversi	ized Brica	k 		\$	(150,000)
A-5 AL T	TERNATE BID ITEM — Provide costin Cost Addition	g for provid	ding Fire	Exinguis	hers		\$	1,456
A-6 AL 7 a	TERNATE BID ITEM—Provide costing Cost Addition	for providi	ing Fiberg	glass Doo	ors in lieu of	Hollow M	etal do \$	ors. 18,646
a b	Cost Addition Items #2,11,14 17, 21, 30, 35, 37 Items # 33, 49, 55, 56,58, 59	g for additi	LS_	hen Equi	pment ALLO	OWANCE	<u>\$</u> \$	33,329 50,000.00
A-8 ALT a	TERNATE BID ITEM Provide costing Cost Addition	for Banner	LS				\$	24,484
	TOTAL OF ARCHITECTURAL AL	JERNATI	ES		1	OTAL	\$	(48,444)
	ELKINS BID SET VATE BID ITEM #1- Military Equipment Expansion Subgrade Preparation		BID IT	EMS A	LTERNA 7 4.49	ΓES	\$	9,436.07
16	Free Draining Base Trench and Piping		LF	\$	14.00		\$	2,800.00
17	Fabric, Woven	2100	SY	\$	4.00		\$	8,400.00
19	AASIITO #1	1500	N	\$	18.50		\$	27,750.00
20	Class 1 Stone	375	TN	\$	16.50		\$	6,187.50
33	Security Fencing	200	LF	\$	22.00		\$	4,400.00
			4-4 K			TOTAL		· · · · · · · · · · · · · · · · · · ·
					SUB	-TOTAL	<u> </u>	58,973.57

12	Concrete Paving 6" Concrete Paving	5,300	SY	\$ 48.95	\$	259,438.53
15	Free Draining Base	1,250	TN	\$ 46.90	\$	58,625.00
18	Fabric Separation	5,300	SY	\$ 1.80	\$	9,540.00
17	Fabric, Woven (Deduct)	-5300	SY	\$ 2.50	\$	(13,250.00)
19	AASHTO #1 (Deduct)	-3760	IN	\$ 18.00	\$	(67,680.00)
				SUB-TO	OTAL \$	246,673.53
ALTER!	NATE BID ITEM #3 - Overflow Parks	ing Area				
12	6" Concrete Paving	90	SY	\$ 69.92	\$	6,292.80
13	HMA Wearing Course	450	TN	\$ 69.75	\$	31,387.50
14	HMA Base Course	880	TN	\$ 62.39	\$	54,902.87
15	Free Draining Base	1,230	TN	\$ 46.90	\$	57,687.00
16	Free Draining Base Trench and Piping	520	LF	\$ 14.00	\$	7,280.00
18	Fabric Separation	5,200	SY	\$ 1.80	\$	9,360.00
20	Class 1 Stone	920	TN	\$ 16.00	\$	14,720.00
24	Pavement Marking	1	LS	\$ 2,925.00	\$	2,925.00
25	Signage	1	LS	\$ 2,070.00	\$	2,070.00
				 SUB-TC		186,625.17
						Manual Control
	NATE BID ITEM #4 - Fuel Truck nent Pad				<u></u>	
40	Fuel Truck Containment Pad	1	LS	 		25,635
				SUB-TO	TAL \$	25,635
LTERN Gate Upg	NATE BID ITEM #5 - Fencing and grade					
78	Fencing/Gate Upgrade	1	LS		_\$	6,173
				SUB-TO	TAL \$	6,173
	TOTAL OF CIVIL ALTERNATES	3		 тот	TAL \$	524,080.59

ELKINS BID SET ELECTRICAL BID ITEMS - ALTERNATES

E-1 ALTEI	RNATE BID ITEM - TVSS Syst	em					
<u>a</u>	Cost Addition		LS		_	\$	43,109
_					•		
E-2 ALTER	RNATE BID ITEM - OMITTEE)					
E-3 ALTEI	RNATE BID ITEM - Emergency	Generator					
<u>a</u>	Cost Addition		LS			\$	264,775
_							
E-4 ALTER	RNATE BID ITEM - Panelboard	ds			•		•
a	Cost Addition		LS			\$	42,899
_					•	-	
E-5 ALTER	RNATE BID ITEM - Solar-powe	ered signage	lighting		•		<u></u>
a	Cost Addition		LS	ALLOWANCE		\$	2,500.00
E-6 ALTER	RNATE BID ITEM - Lightning I	Protection Sy	ystem				
<u>a</u>	Cost Addition	•	LS			\$	37,419
					,		
	TOTAL OF ELECT	RICAL ALT	ERNATE:	S	TOTAL	\$	390,702
101	AL OF ARCHITECTURAL/CIVIL	. AND ELECT	RICAL ALT	ERNATES SI	B-TOTAL	\$	866,339
		The Debot			DIOIAD	Ψ	000,337
		TOTALO	F BASE B	ID (Page 3) SU	B-TOTAL	10,	362,76489
GR	AND TOTAL (BASE BID	+			GRAND		
ALTE	RNATES ADDS & DEDUC	CTS)			TOTAL	117	129,103.00

			REQ.P.O#
		SID B	ОИС
	KNOW ALL MEN BY THE	SE PRESENTS, That we, the unc	ersigned, The Whiting-Turner Contracting Company
-	of Baltimore	, Maryland	as Principal, and Fidelity and Deposit Company of Maryland
	of Schaumburg	, Illinois a co	rporation organized and existing under the laws of the State of
			as Surety, are held and firmly bound unto the State
of We	st Virginia, as Obligee, in the	penal sum of 5% of amount bid	(\$) for the payment of which,
well a	nd truly to be made, we joint	y and severally bind ourselves, ou	r heirs, administrators, executors, successors and assigns
•	rtment of Administration a cer	tain bid or proposal, attached here	he Principal has submitted to the Purchasing Section of the to and made a part hereof, to enter into a contract in writing for
Natio	onal Guard Armory - Elkins		
	irdirakulululuk dilipituksi salahdilikkidallaksidallaksidallaksida oran errapyer e reservey e ager e spesje	(hylyggir hjörgimi ar driftydyddiaus hymniainau ar ar yr yr yr yr yr yr yr yr yr yr yr yr yr	The second state (Specific Second Second Second Second Second Second Second Second Second Second Second Second Second Second Second Second Second Second Sec
agreer force a exceed	and shall furnish any other to ment created by the acceptar and effect. It is expressly und dithe penal amount of this ob The Surety, for the value of appaired or affected by any ex- notice of any such extension	cepted and the Principal shall enta conds and insurance required by the nce of sald bld, then this obligation derstood and agreed that the liabilialigation as herein stated received, hereby stipulates and ag tension of the time within which the	r into a contract in accordance with the bid or proposal attached he bid or proposal, and shall in all other respects perform the shall be null and void, otherwise this obligation shall remain in full by of the Surety for any and all claims hereunder shall, in no event, rees that the obligations of said Surety and its bond shall be in no except such bid, and said Surety does hereby
b.			·
nave o	day of December	•	resents to be signed by their proper officers, this
1.7	Gay of Decentoer		
Princip	oal Corporate Seal		The Whiting-Purner Contracting Company (Name of Principal) By (Must be President or Vice President) Must be Vice Moudey 1

26

Agency___

(Title)

(Name of Surety)

Fidelity and Deposit Company of Maryland

Craig Bancroft, Attorney in Fact

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

Surety Corporate Seal

ACKNOWLEDGEMENTS

Acknowledgement by Principal if Individual or Partnership

- 1	STATE OF		
2	County of	an ang an ang ang ang ang ang ang ang an	to wil
3.			, a Notary Public in and for the
4.	county and state aforesald, do hereby whose name is signed to the foregoin	/ certify that	same before me in my said county.
5	Given under my hand this	day of	20
8	Notary Seal		(Notary Public)
8	My commission expires on the	day of	20
A	knowledgement by Principal if Co	orporation	
9.	STATE OF MARY LAND		
			to-wit:
11	ال ال	÷	
12	county and state aforesald, do hereby	certify that Kevin P. Hio	a Notary Public in and for the
13	who as, DUISION VI	ce President	signed the foregoing writing for
14			e the act and deed of the said corporation.
15		day of December	2009
15	Notary Seal	17 Luzann m	Monary Public)
18.	My commission expires on the 157		20 []
Ack	nowledgement by Surety		
19.	STATE OF Maryland	van commune di Milija i Salaman kan kan kan kan kan kan kan kan kan k	
20			to-wit:
21			, a Notary Public in and for the
22	county and state aloresald, do hereby o		
			skyned the foregoing writing for
	Fidelity and Deposit Company of M		a corporation,
	has this day, in my said county, before	me, acknowledged the sald writing to be	the act and deed of the said corporation.
25.	Given under my hand this15 th	day of December	20 09
26	Notary Seal	27 JA COA	(Notar) Public)
28	My commission expires on the 22 nd	day of December	20 12
Suff	Iclency in Form and Manner		
	execution Approved	Attorney Ger	noral
This	day of 20	By(Ass	Istant Attorney General)

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by DAVID S. HEWEIT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate constitute and appoint Cary And NE, Stephen M. MUTSCHELLER, Brian E. WILCOX, Robert F. WHOIE, Gary L. BERGER Shari L. BOWERS, R. Nelson OSTER, Craig BANCROFT and Joshua B. HALLSERMAN, all of Brookfandylle, Maryland, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for another its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the rogeral Released officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Gary A. PYNE, Stephen M. MUTSCHELLER, Brian E. WILCOX, Robert F. WHITE, Gary L. BERGER, Shari L. BOWERS, R. Nelson OSTER, Craig BANCROFT, Joshua B. HAUSERMAN, William R. MILLER, dated May 4, 2009.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 23rd day of July, A D 2009

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



SEAL SE

Guyt. Mmy

Gregory E. Murray Assistant Secretary

David S. Hewett

Vice President

State of Maryland City of Baltimore ss

On this 23rd day of July, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D Adamski

Notary Public

My Commission Expires: July 8, 2011

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