

**WVARNG Fairmont Armed Forces Readiness Center  
BID FORM - SECTION I  
(Base Bid and Alternates)  
Revised 27 April 2010**

**Dated:** May 5, 2010  
*(Bidder to insert date bid submitted)*

**SUBMITTED BY:**

TEDCO Construction Corporation *(Hereinafter called "Bidder")*

West Virginia Contractor's License Number: WV WV013363

**SUBMITTED TO:**

The State of West Virginia *(hereinafter called "Owner")*

The Bidder, being familiar with local conditions affecting the cost of the Work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment and all service necessary to complete in a workman like manner all the work required for:

**The Fairmont Armed Forces Reserve Center  
West Virginia Army National Guard  
Fairmont, Marion, West Virginia**

All in accordance with the Drawings and Specifications as prepared by Omni Associates-Architects, Inc., 1543 Fairmont Avenue, Fairmont, West Virginia 26554 (304)367-1417.

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**BASE BID:**

For the Sum of:

Twenty-two million eight hundred  
thousand dollars.  
(\$ 22,800,000 )

WV PURCHASING  
DIVISION

(The Base Bid includes the summation of items as described in Section II of the Bid Form.)

**ALTERNATES:**

The stated base bid is subject to the following additions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.) The Owner shall have the option to accept alternates at the bid price by Change Order to the Contract for a period of 120 days after the contract award.

Refer to Section 012300 entitled "Alternates" for description of Alternates (*Amount to be shown in both words and numbers.*):

Alternate No. 1: Phase 2 Earthwork

ADD the sum of: FOUR HUNDRED FOUR THOUSAND DOLLARS  
(\$ 404,000.00 ).

Alternate No. 2: Military Equipment Parking Expansion

ADD the sum of: TWO HUNDRED SIXTY EIGHT THOUSAND  
DOLLARS (\$ 268,000.00 ).

Alternate No. 3: Field Fencing

ADD the sum of: THIRTY ONE THOUSAND DOLLARS  
(\$ 31,000.00 ).

Alternate No. 4: Civic Arena Parking Area

ADD the sum of: NINE HUNDRED TWELVE THOUSAND  
DOLLARS (\$ 912,000.00 ).

Alternate No. 5: Fencing and Gate Upgrade

ADD the sum of: NINE THOUSAND  
(\$ 9000.00 ).

Alternate No. 6: Vestibule A100

ADD the sum of: TWO HUNDRED SIX THOUSAND DOLLARS  
\_\_\_\_\_ (\$ 206,000.00 ).

Alternate No. 7: Landscaping

ADD the sum of: TWENTY EIGHT THOUSAND DOLLARS  
\_\_\_\_\_ (\$ 28,000.00 ).

Alternate No. 8: Kitchen Equipment

ADD the sum of: TWO HUNDRED SIXTY ONE THOUSAND  
DOLLARS \_\_\_\_\_ (\$ 261,000.00 ).

Alternate No. 9: Generator and Switchgear Sized for Additional Emergency Power

ADD the sum of: FIVE THOUSAND FIVE HUNDRED DOLLARS  
\_\_\_\_\_ (\$ 5,500.00 ).

Alternate No. 10: Make-Up Air Unit for the Maintenance Building

ADD the sum of: THIRTY FIVE THOUSAND DOLLARS  
\_\_\_\_\_ (\$ 35,000.00 ).

Alternate No. 11: Warm-Up Kitchen Equipment

ADD the sum of: THIRTY SIX THOUSAND DOLLARS  
\_\_\_\_\_ (\$ 36,000.00 ).

Alternate No. 12: Telescoping Stands (sections B, E & F)

ADD the sum of: TWO HUNDRED SEVENTY FOUR  
THOUSAND DOLLARS \_\_\_\_\_ (\$ 274,000.00 ).

Alternate No. 13: Telescoping Stands (sections A & C)

ADD the sum of: SEVENTY EIGHT THOUSAND DOLLARS  
(\$ 78,000.<sup>00</sup> ).

Alternate No. 14: Telescoping Stands (sections D & G)

ADD the sum of: NINETY THOUSAND DOLLARS  
(\$ 90,000.<sup>00</sup> ).

Alternate No. 15: Entrance Signs

ADD the sum of: THIRTY THREE THOUSAND DOLLARS  
(\$ 33,000.<sup>00</sup> ).

Alternate No. 16: Floor Boxes in Assembly Hall

ADD the sum of: SIX THOUSAND DOLLARS  
(\$ 6000.<sup>00</sup> ).

Alternate No. 17: Sound System in Assembly Hall

ADD the sum of: THIRTY THREE THOUSAND DOLLARS  
(\$ 33,000.<sup>00</sup> ).

Alternate No. 18: Projection Screen in Assembly Hall

ADD the sum of: FOUR THOUSAND DOLLARS  
(\$ 4000.<sup>00</sup> ).

Alternate No. 19: Wood Athletic Flooring

ADD the sum of: ONE HUNDRED TWENTY SEVEN THOUSAND  
DOLLARS (\$ 127,000.<sup>00</sup> ).

Alternate No. 20: Lightning Protection

ADD the sum of: Fifty-five Thousand Dollars  
\_\_\_\_\_ (\$ 55,000 ).

Alternate No. 21: Additional Data Jacks

ADD the sum of: SEVENTY-SEVEN Thousand Dollars  
\_\_\_\_\_ (\$ 77,000 ).

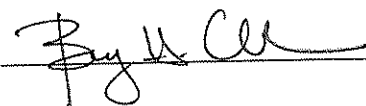
If awarded contract on Base Bid, I (we) agree to perform the work to **Substantial Completion and Beneficial Occupancy no later than 1 September 2011**. In addition to liquidated damages specified in Federal Guidelines, General Provisions 54, an additional fee of \$1,250.00 per day to cover expenses to the Government will be assessed. Total liquidated damages are \$2,750.00 first day and \$1,500.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day. The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 90 days.

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

One 4-15-10 Two 4-21-10 Three 4-23-10 Four 4-27-10

**SIGNATURE OF BIDDER:**

Firm: TEDCO Construction Corp. By:   
Address: 1 TEDCO Place Title: Bryan H. Clark, Vice President  
Address: Carnegie, PA 15106 Phone: (412) 276-8080  
Address: \_\_\_\_\_ Fax: (412) 276-6804  
Tax Cert#: 25-1310416

**END OF SECTION I**

## Per Addendum #3

**BID FORM - SECTION II - (Unit Prices)**

The costs indicated below are included in, and are a breakdown of, the Base Bid. In the event the total segregated prices shown below differ from the Base Bid indicated above, the Base Bid will govern.

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum, in accordance with Contract Conditions, section 012200 - Unit Prices.

Item No.	Quantity	Description	Unit	Unit Price	Amount
<b>General Contract Administration</b>					
1	1	Armed Forces Reserve Center (Zones A, B, C)	LS	\$0.00	14,732,167
2	1	Maintenance Building (Zone D)	LS	\$0.00	500,000
3	1	Mobilization/Demobilization	LS	\$0.00	100,000
4	1	General Administration	LS	\$0.00	120,000
5	1	Project Quality Control	LS	\$0.00	80,000
<b>Site General Contract Administration</b>					
6	1	Sitework Mobilization/Demobilization	LS	\$35,000.00	\$35,000.00
7	1	Sitework General Administration	LS	\$134,500.00	\$134,500.00
8	1	Sitework Project quality Control	LS	\$60,000.00	\$60,000.00
9	1	WVDOH Encroachment Permit (Allowance No. 2)	LS	\$10,000.00	\$10,000.00
<b>Site Preparation</b>					
10	1	Site Preparation	LS	\$198,450.00	\$198,450.00
11	1	Gas Line Relocation (Allowance No. 3)	LS	\$200,000.00	\$200,000.00
12	1	Sediment and Erosion Control	LS	\$40,000.00	\$40,000.00
13	3	Sediment Pond	EA	\$32,000.00	\$96,000.00
14	10	Waste Removal	TN	\$65.00	\$650.00

## Per Addendum #3

Earthwork					
15	442,000	Unclassified Excavation	CY	\$3.58	\$1,582,360.00
16	1	6" Lean Concrete Mat	LS	\$100,000.00	\$100,000.00
17	1	Waterproof Coating	LS	\$155,000.00	\$155,000.00
18	15,000	Subgrade Preparation	SY	\$12.50	\$187,500.00
19	300	Soil Drying	TN	\$295.00	\$88,500.00
20	3,000	Soil Conditioning - 12"	SY	\$13.50	\$40,500.00
21	1,000	Soil Conditioning - 18"	SY	\$27.00	\$27,000.00
22	3,000	Over-Excavation	SY	\$25.00	\$75,000.00
23	2,300	6" Subsurface Drains	LF	\$22.00	\$50,600.00
24	1,700	8" Subsurface Drains	LF	\$25.95	\$44,115.00
Roads					
25	13,000	7" Concrete Paving	SY	\$36.50	\$474,500.00
26	1,070	HMA Wearing Course	TN	\$80.50	\$86,135.00
27	4,420	HMA Base Course	TN	\$77.40	\$342,108.00
28	5,800	Free Draining Base	TN	\$65.60	\$380,480.00
29	5,040	Free Draining Base Trench and Piping	LF	\$22.25	\$112,140.00
30	25,900	Fabric Separation	SY	\$1.25	\$32,375.00
31	4,500	Class 1 Stone	TN	\$25.85	\$116,325.00
32	1	Pavement Marking	LS	\$9,400.00	\$9,400.00
33	163	Wheel Stops	EA	\$100.00	\$16,300.00
34	1,400	Concrete Curbing	LF	\$35.71	\$50,000.00
35	1	Signage	LS	\$8,000.00	\$8,000.00
36	170	Grass pavers	SY	\$88.24	\$15,000.00
37	730	Gravel Road	LF	\$59.50	\$43,435.00

## Per Addendum #3

<b>Miscellaneous</b>					
38	400	Screening Berm	LF	\$25.00	\$10,000.00
39	1,500	Sidewalk	SY	\$85.96	\$128,940.00
40	1	Type I Lawn	LS	\$4,000.00	\$4,000.00
41	1	Type II Lawn	LS	\$2,000.00	\$2,000.00
42	1	Type III Ground Cover for Slopes	LS	\$10,000.00	\$10,000.00
43	2	Force Protection Gate	EA	\$25,300.00	\$50,600.00
44	3	24' Sliding Gate	EA	\$5,375.00	\$16,125.00
45	2	16' Sliding Gate	EA	\$1,975.00	\$3,950.00
46	1,140	Security Fencing	LF	\$24.25	\$27,645.00
47	1	Concrete Stairs	LF	\$4,000.00	\$4,000.00
48	2	40' Flagpole	EA	\$3,750.00	\$7,500.00
49	800	Retaining Wall	LF	\$31.25	\$25,000.00
50	45	Loading Dock Wall	LF	\$537.93	\$24,207.00
51	1	Vehicle Wash System	LS	\$22,500.00	\$22,500.00
52	1	Oil/Water Separator	EA	\$70,000.00	\$70,000.00
53	1	Loading Ramp	LS	\$76,715.00	\$76,715.00
54	30	Bollards 8"	EA	\$829.67	\$24,890.00
55	20	Bollards 12"	EA	\$3,024.65	\$60,493.00
56	15	Bollards Removable	EA	\$3,354.67	\$50,320.00
57	1	Trash Enclosure	LS	\$8,070.00	\$8,070.00
<b>Water</b>					
58	20	2" Restrained Joint PVC	LF	\$51.25	\$1,025.00
59	160	2" PVC Water	LF	\$38.00	\$6,080.00
60	330	4" PVC Water	LF	\$30.00	\$9,900.00
61	1,400	6" PVC Water	LF	\$40.00	\$56,000.00
62	200	6" DIP Water	LF	\$55.00	\$11,000.00



## Per Addendum #3

63	200	8" PVC Water	LF	\$45.00	\$9,000.00
64	800	12" PVC Water	LF	\$63.00	\$50,400.00
65	600	12" DIP Water	LF	\$96.50	\$57,900.00
66	1	PIV	EA	\$2,150.00	\$2,150.00
67	4	Fire Hydrant	EA	\$4,100.00	\$16,400.00
68	1	Water Vault	EA	\$47,500.00	\$47,500.00
<b>Sewer</b>					
69	120	Manholes, Sanitary Sewer	VF	\$450.00	\$54,000.00
70	17	Frame and Cover, Sanitary Sewer	EA	\$580.00	\$9,860.00
71	1,250	6" PVC Sanitary Sewer	LF	\$39.00	\$48,750.00
72	1,400	8" PVC Sanitary Sewer	LF	\$42.50	\$59,500.00
73	3	Cleanout, Sanitary Sewer	EA	\$595.00	\$1,785.00
<b>Utility Extensions</b>					
26	1,200	HMA Wearing Course	TN	\$80.50	\$96,600.00
74	30	8" DIP Water	LF	\$80.00	\$2,400.00
65	1,200	12" DIP Water	LF	\$96.50	\$115,800.00
67	1	Fire Hydrant	EA	\$4,100.00	\$4,100.00
69	35	Manholes, Sanitary Sewer	VF	\$450.00	\$15,750.00
70	5	Frame and Cover, Sanitary Sewer	EA	\$580.00	\$2,900.00
72	1,560	8" PVC Water	LF	\$42.50	\$66,300.00
75	850	Street Repair	LF	\$100.00	\$85,000.00
76	4	Service Connections	EA	\$1,550.00	\$6,200.00
<b>GAS</b>					
77	630	2" Gas Service Lines	LF	\$28.50	\$17,955.00
78	700	6" Gas Service Lines	LF	\$35.00	\$24,500.00

## Per Addendum #3

Storm Drainage					
79	800	6" PVC Storm	LF	\$40.00	\$32,000.00
80	780	8" PVC Storm	LF	\$43.00	\$33,540.00
81	900	12" PVC Storm	LF	\$47.00	\$42,300.00
82	1,000	12" HDPE Storm	LF	\$46.00	\$46,000.00
83	2,000	18" HDPE Storm	LF	\$54.00	\$108,000.00
84	1,400	24" HDPE Storm	LF	\$64.00	\$89,600.00
85	1,160	42" HDPE Storm	LF	\$130.00	\$150,800.00
86	1,200	Type 1 Ditch	LF	\$105.00	\$126,000.00
87	200	Type 2 Ditch	LF	\$25.80	\$5,160.00
88	1,800	Type 4 Ditch	LF	\$10.00	\$18,000.00
89	3,000	Type 5 Ditch	LF	\$10.25	\$30,750.00
90	4	Junction Box	EA	\$2,150.00	\$8,600.00
91	1	42" Junction Box	EA	\$9,600.00	\$9,600.00
92	2	Modified Junction Box	EA	\$8,500.00	\$17,000.00
93	35	Type "B" Drop Inlets	EA	\$730.00	\$25,550.00
94	35	Type "B" Inlet Grate & Frame	EA	\$700.00	\$24,500.00
95	2	Type "G" Drop Inlets	EA	\$2,100.00	\$4,200.00
96	2	Type "G" Inlet Grate & Frame	EA	\$725.00	\$1,450.00
97	1	Modified Inlet	EA	\$4,500.00	\$4,500.00
98	1	Modified Grate & Frame	LF	\$1,100.00	\$1,100.00
99	10	10" Yard Drains	LS	\$915.00	\$9,150.00
100	12	12" In-Line Inlets	EA	\$1,125.00	\$13,500.00
101	40	Trench Drain and Grate	LF	\$250.00	\$10,000.00
102	3	Concrete headwall	EA	\$6,600.00	\$19,800.00

## Per Addendum #3

<b>Power and Communications</b>					
103	20	Electrical Duct Bank Type 1	LF	\$60.00	\$1,200.00
104	43	Electrical Duct Bank Type 2	LF	\$81.40	\$3,500.00
105	62	Electrical Duct Bank Type 3	LF	\$48.39	\$3,000.00
106	36	Communications Duct Bank Type 1	LF	\$55.56	\$2,000.00
107	1,640	Combined Duct Bank Type 1	LS	\$54.88	\$90,000.00
108	1	Transformer pad	LS	\$6,650.00	\$6,650.00
109	1	Emergency generator Pad	LS	\$6,650.00	\$6,650.00
110	2	JICCS Pad	LS	\$3,325.00	\$6,650.00
				<b>Bid Total</b>	<b>22,800,000</b>
<b>ALTERNATE BID ITEM #1 - Phase 2 Earthwork</b>					
Alternate Bid Item #1-Phase 2 Earthwork					
15	98,000	Unclassified Excavation	CY	\$3.58	\$350,840.00
19	10	Soil Drying	TN	\$295.00	\$2,950.00
20	100	Soil Conditioning - 12"	SY	\$13.50	\$1,350.00
22	100	Over-Excavation	SY	\$25.00	\$2,500.00
23	250	6" Subsurface Drain	LF	\$22.00	\$5,500.00
				<b>Total</b>	<b>\$363,140.00</b>
<b>ALTERNATE BID ITEM #2 - Military Equipment</b>					
<b>Parking Expansion</b>					
18	4,430	Subgrade Preparation	SY	\$12.50	\$55,375.00
29	150	Free Draining Base Trench Piping	LF	\$22.25	\$3,338.00
30	660	Fabric Separation	SY	\$1.25	\$825.00
111	4,430	Fabric, Woven	SY	\$3.55	\$15,726.00
112	3,000	AASHTO #1	TN	\$28.50	\$85,500.00
31	980	Class 1 Stone	TN	\$25.85	\$25,333.00
44	1	24' Sliding Gate	EA	\$5,375.00	\$5,375.00
46	900	Security Fencing	LF	\$24.25	\$21,825.00
				<b>Total</b>	<b>\$213,297.00</b>

## Per Addendum #3

<b>ALTERNATE BID ITEM #3 - Field</b>					
<b>Fencing</b>					
113	3	24' Double Swing Farm Gate	EA		\$3,250.00
114	3,900	Field Fencing	LF		\$24,375.00
				<b>Total</b>	<b>\$27,625.00</b>
<b>ALTERNATE BID ITEM #4 - Civic Arena</b>					
<b>Parking Area</b>					
21	9,900	Soil Conditioning 18"	SY	\$27.00	\$267,300.00
26	800	HMA Wearing Course	TN	\$80.50	\$64,400.00
27	2,125	HMA Base Course	TN	\$77.40	\$164,475.00
28	2,230	Free Draining Base	TN	\$65.60	\$146,288.00
29	1,800	Free Draining Base Trench & Piping	LF	\$22.25	\$40,050.00
30	9,900	Fabric Separation	SY	\$1.25	\$12,375.00
31	1,680	Class 1 Stone	TN	\$25.85	\$43,428.00
115	1	Pavement Markings	LS	\$4,600.00	\$4,600.00
116	1	Signage	LS	\$2,600.00	\$2,600.00
33	279	Wheel Stops	EA	\$100.00	\$27,900.00
				<b>Total</b>	<b>\$773,416.00</b>
<b>ALTERNATE BID ITEM #5 - Fencing and Gate Upgrade</b>					
<b>Gate Upgrade</b>					
117	1	Fencing/Gate Upgrade	LS	\$8,075.00	\$8,075.00
				<b>Total</b>	<b>\$8,075.00</b>

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, TEDCO Construction Corporation  
of Carnegie, Pennsylvania, as Principal, and Liberty Mutual Insurance  
Company of Boston, Massachussets, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five percent (5%) of bid amount for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

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

**NOW THEREFORE,**

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
20th day of April, 2010

Principal Corporate Seal

TEDCO Construction Corporation  
(Name of Principal)

By Bryan H. Clark  
(Must be President or  
Vice President)

Bryan H. Clark, Vice President  
(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company  
(Name of Surety)

Wendy A. Bright  
Attorney-in-Fact  
Wendy A. Bright

**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.**

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **LESLIE L. RUDAT, ELENA ZUNIC, MARJORIE A. ALTEMUS, WENDY A. BRIGHT, JAMES M. GRIFFITH, ALL OF THE CITY OF PITTSBURGH, STATE OF PENNSYLVANIA**.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWO HUNDRED FIFTY MILLION AND 00/100\*\*\*\*\*** DOLLARS (\$ **250,000,000.00\*\*\*\*\***) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 16th day of December, 2009

LIBERTY MUTUAL INSURANCE COMPANY

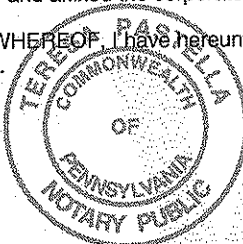


By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 16th day of December, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 20th day of APRIL, 2010.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



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

STATE OF Pennsylvania

COUNTY OF Allegheny, TO-WIT:

I, Bryan H. Clark, after being first duly sworn, depose and state as follows:

1. I am an employee of TEDCO Construction Corporation; and,  
(Company Name)
2. I do hereby attest that TEDCO Construction Corporation  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

TEDCO Construction Corporation  
(Company Name)

By: *Bryan H. Clark*

Title: Bryan H. Clark, Vice President

Date: May 5, 2010

Taken, subscribed and sworn to before me this 5th day of May, 2010.

By Commission Expires August 20, 2013

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Serene McConnell, Notary Public  
 Scott Twp., Allegheny County  
 My Commission Expires Aug. 20, 2013  
 Member, Pennsylvania Association of Notaries

*Serene McConnell*  
 Serene McConnell (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

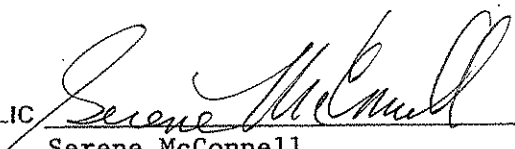
**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: TEDCO Construction CorporationAuthorized Signature:  Date: May 5, 2010State of PennsylvaniaCounty of Allegheny, to-wit:Taken, subscribed, and sworn to before me this 5<sup>th</sup> day of May, 2010.My Commission expires August 20, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC

  
Serene McConnell**COMMONWEALTH OF PENNSYLVANIA**

Notarial Seal  
Serene McConnell, Notary Public  
Scott Twp., Allegheny County  
My Commission Expires Aug. 20, 2013

Member, Pennsylvania Association of Notaries