



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

## General Information

## Contact

## Default Values

## Discount

## Document Information

Procurement Folder: 164329

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0313

Vendor ID: 000000209976

SO Doc ID: DEP1600000031

Legal Name: LITMAN EXCAVATING INC

Published Date: 2/12/16

Alias/DBA:

Close Date: 2/23/16

Total Bid: \$1,065,907.00

Close Time: 13:30

Response Date: 02/22/2016

Status: Closed

Response Time: 15:28

Solicitation Description: Addendum 03 OSR Princess Susan  
S-6-85 Water Reclamation

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

Proc Folder : 164329

Solicitation Description : Addendum 03 OSR Princess Susan S-6-85 Water Reclamation

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-02-23 13:30:00	SR 0313 ESR02221600000003705	1

VENDOR

000000209976  
LITMAN EXCAVATING INC

FOR INFORMATION CONTACT THE BUYER

Beth Collins  
(304) 558-2157  
beth.a.collins@wv.gov

Signature X FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Mobilization & Demobilization	1.00000	LS	\$47,000.000000	\$47,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Mobilization & Demobilization (Shall not exceed 5% of Total Bid)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Site Preparation	1.00000	LS	\$50,600.000000	\$50,600.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Site Preparation (Shall not exceed 5% of Total Bid)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Construction Stakeout	1.00000	LS	\$12,800.000000	\$12,800.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Construction Stakeout (Shall not exceed 3% of Total Bid)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Stormwater Management	1000.00000	LF	\$15.570000	\$15,570.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Stormwater Management

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Revegetation	2.00000	ACRE	\$3,000.000000	\$6,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Revegetation
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Incidental Stone	500.00000	TON	\$28.000000	\$14,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Incidental Stone
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Access Road A Resurface	1400.00000	LF	\$24.700000	\$34,580.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Access Road A Resurface
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Access Road B Upgrade	2100.00000	LF	\$31.100000	\$65,310.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Access Road B Upgrade
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Limestone Rip-Rap Channel 1	800.00000	LF	\$45.000000	\$36,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Limestone Rip-Rap Channel 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Limestone Rip-Rap Channel 2	140.00000	LF	\$45.000000	\$6,300.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Limestone Rip-Rap Channel 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Limestone Rip-Rap Channel 3	580.00000	LF	\$45.000000	\$26,100.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Limestone Rip-Rap Channel 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Limestone Rip-Rap Channel 4	180.00000	LF	\$45.000000	\$8,100.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Limestone Rip-Rap Channel 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Limestone Rip-Rap Channel 5	660.00000	LF	\$45.000000	\$29,700.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Limestone Rip-Rap Channel 5
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Culvert #1 w/Splashpad	1.00000	EA	\$6,000.000000	\$6,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Culvert #1 w/Splashpad
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Culvert #2 w/Headwall & Splashpad	1.00000	EA	\$8,000.000000	\$8,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Culvert #2 w/Headwall & Splashpad
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Road Culvert #3 w/Headwall & Splashpad	1.00000	EA	\$8,000.000000	\$8,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Road Culvert #3 w/Headwall & Splashpad
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Manganese Reduction Bed #1	1.00000	EA	\$185,500.000000	\$185,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Manganese Reduction Bed #1
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Manganese Reduction Bed #1 Stone	1000.00000	TON	\$28.000000	\$28,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Manganese Reduction Bed #1 Stone
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Freshwater Bypass Pipe w/Headwalls & Splash Pad	320.00000	LF	\$48.000000	\$15,360.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Freshwater Bypass Pipe w/Headwalls & Splash Pad
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Access Road C Resurface	2900.00000	LF	\$22.000000	\$63,800.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Access Road C Resurface
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Access Road D Construction	1000.00000	LF	\$33.000000	\$33,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Access Road D Construction
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Rock Core Extension	280.00000	TON	\$39.500000	\$11,060.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Rock Core Extension
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Flushing Bed	1.00000	EA	\$65,733.000000	\$65,733.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Flushing Bed
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Flushing Bed Siphon	1.00000	EA	\$15,500.000000	\$15,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Flushing Bed Siphon
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Manganese Reduction Bed #2	1.00000	EA	\$116,820.000000	\$116,820.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Manganese Reduction Bed #2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Manganese Reduction Bed #2 Stone	1000.00000	TON	\$28.000000	\$28,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Manganese Reduction Bed #2 Stone

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Conveyance Channel No. 22	300.00000	LF	\$58.500000	\$17,550.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Conveyance Channel No. 22

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Conveyance Channel No. 25	300.00000	LF	\$66.250000	\$19,875.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Conveyance Channel No. 25

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Alkaline Cell - Site 25	1.00000	EA	\$10,145.000000	\$10,145.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Alkaline Cell - Site 25

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Fencing - Site 20	400.00000	LF	\$46.250000	\$18,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Fencing - Site 20

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Fencing - Site 22	1400.00000	LF	\$42.860000	\$60,004.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Fencing - Site 22

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Gates	3.00000	EA	\$1,000.000000	\$3,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Gates

## CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Litman Excavating, Inc.  
(Company)

Robert B. Litman, President  
(Authorized Signature) (Representative Name, Title)

304 455-2736 304 455-3534 2-16-16  
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

☒ Addendum No. 1

☐ Addendum No. 6

☒ Addendum No. 2

☐ Addendum No. 7

☒ Addendum No. 3

☐ Addendum No. 8

☐ Addendum No. 4

☐ Addendum No. 9

☐ Addendum No. 5

☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Litman Excavating, Inc.  
Company

Robert B. Litman  
Authorized Signature

2-16-16  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Litman Excavating, Inc

Contractor's License No. WV023019

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**5. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

a. Required Information. The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable

b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending

Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

**6. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Litman Excavating, Inc.

Authorized Signature: Robert B. Lutz Date: 2-16-16

State of West Virginia

County of Wetzel, to-wit:

Taken, subscribed, and sworn to before me this 16 day of February, 2016.

My Commission expires May 17, 2020.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

Dana Martin



*Purchasing Affidavit (Revised 07/01/2012)*



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF** Wetzel, **TO-WIT:**

I, Robert B. Litman, after being first duly sworn, depose and state as follows:

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

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

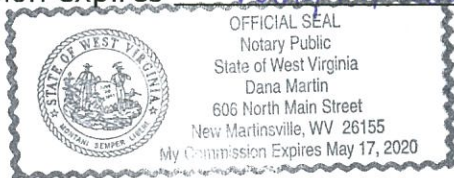
The above statements are sworn to under the penalty of perjury.

By: Robert B. Litman  
Title: President  
Company Name: Litman Excavating, Inc.  
Date: 2-16-16

Taken, subscribed and sworn to before me this 16 day of FEBRUARY, 2016.

By Commission expires May 17, 2020

(Seal)



Dana Martin  
(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.**



## BID BOND

**AMCO Insurance Company**  
**Nationwide Mutual Insurance Company**  
**Allied Property & Casualty Insurance Company**  
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006  
(866) 387-0457

### CONTRACTOR:

Litman Excavating, Inc.  
836 1st St  
New Martinsville, WV 26155

### SURETY:

Nationwide Mutual Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

### OWNER:

State of West Virginia  
2019 Washington Street East (PO Box 50130)  
Charleston, WV 25305

**BOND AMOUNT:** 5% Five Percent of Bid Amount

### PROJECT:

OSR Princess Susan S-6-85 Water Reclamation/Treatment

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of February, 2016.

  
(Witness)

  
(Witness)

Litman Excavating, Inc.

(Principal)



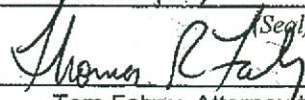
(Seal)

(Title)

Nationwide Mutual Insurance Company

(Surety)

(Title)



Tom Fahey, Attorney-in-Fact



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Farmland Mutual Insurance Company, an Iowa corporation  
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation  
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Tom Fahey

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Million Dollars

\$1,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

**Execution of Instruments.** Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the  
13<sup>th</sup> day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

### ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13<sup>th</sup> day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz  
Notarial Seal - Iowa  
Commission Number 152785  
My Commission Expires March, 24, 2017

Notary Public  
My Commission Expires  
March 24, 2017

### CERTIFICATE

I, Robert W. Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 16<sup>th</sup> day of February, 2014.

  
Secretary

This Power of Attorney Expires March 24, 2017