

**City of Martinsburg
Planning Commission
Wednesday, May 7, 2025
6:00 PM
Martinsburg City Hall
232 N. Queen St
J. Oakley Seibert Council Chambers**

1. CALL TO ORDER

2. ROLL CALL (and microphone check)

3. APPROVAL OF MEETING MINUTES

3a. April 2, 2025

4. UNFINISHED BUSINESS

4a. None

5. NEW BUSINESS/PUBLIC HEARINGS

5a.

Project# 2024-108-SP SITE PLAN APPROVAL: The property is located at New York Ave and Danbury Ln and is identified on Berkeley County Martinsburg District Tax Map 27, Parcel 61. The applicant is requesting Site Plan Approval to construct a WAWA gas station/convenience store with associated infrastructure. Integrity Federal Services, Inc., Pete Cloutier, Appellant.

5b.

Project# 2025-26-SP SITE PLAN APPROVAL: The property is located at 321 S Spring St and is identified on Berkeley County Martinsburg District Tax Map 14, Parcels 521, 522 and 523. The applicant is requesting Site Plan Approval to construct a temporary modular building for classrooms. Alpha Associates, Inc., Charles Branch, Appellant.

6. NEW BUSINESS/NON-PUBLIC HEARINGS

6a.

Project# 2025-19-FP: FINAL PLAT DETERMINATION: The Gallery Section 2 Phase 7. The property is located off Klee Dr and Bertelli Ct is identified on Berkeley County Martinsburg District Tax Map 35, Parcel 2. The applicant is requesting Final Plat Determination for construction of 55 townhomes and associated infrastructure. Morris & Ritchie Associates, Inc, Kris Malsch Appellant.

6b.

Project# 2022-87-FP: FINAL PLAT DETERMINATION: The Gallery Section 2 Phase 3B The property is located off Fontana Cir and is identified on Berkeley County Martinsburg District Tax Map 35, Parcel 2. The applicant is requesting Final Plat Determination for construction of 33 single family homes and associated infrastructure. DRB Group West Virginia, LLC, Matt Stare, Appellant.

6c.

Project# 2022-86-FP: FINAL PLAT DETERMINATION: The Gallery Section 2 Phase 3A The property is located off Fontana Cir and is identified on Berkeley County Martinsburg District Tax Map 35, Parcel 2. The applicant is requesting Final Plat Determination for construction of 25 single family homes and associated infrastructure. DRB Group West Virginia, LLC, Matt Stare Appellant.

6d.

Project# 2025-18-FP: FINAL PLAT DETERMINATION: Villages at Courthouse Square Phase 1, Lots 1 – 112. The property is located off Courthouse Dr and is identified on Berkeley County Martinsburg District Tax Map 25, Parcel 3. The applicant is requesting Final Plat Determination for construction of 112 townhomes and associated infrastructure. Morris & Ritchie Associates, Inc, Kris Malsch Appellant.

6e.

Project #2024-57: Bond Release: The property is located at 801 Snapp Street and identified on Berkeley County Tax Map 16 as Parcel 7 Tru Hotel - Bond Release of full Bond Amount of \$773,925.

6f.

Project #2025-41: Bond Release: The property is located at 203 Viking Way and identified on Berkeley County Tax Map 8 as Parcel 56.3 Burger King- Bond Release of full Bond Amount of \$143,520.00.

7. **DISCUSSION/ACTION ITEMS**

7a. None

8. **OTHER BUSINESS**

8a. None

9. **ADJOURNMENT**

MARTINSBURG PLANNING COMMISSION
232 N. Queen St
April 2, 2025
Regular Meeting, 6:00 P.M.
J. Oakley Seibert Council Chambers

With a quorum present, President Rodgers called the regular meeting of the Martinsburg Planning Commission to order at 6:00 p.m. The following Commissioners were **Present:** Jim Rodgers, Steve Workings, Hunter Martin, George Reichard, Steve Knipe (NV) Craig Bartoldson, Scott Hamilton and Legal Counsel Kin Sayre. Also, in attendance was the City Planner Kyle French and City Engineer Kim Petrucci.

Absent: Kennan Puller, Mark Palmer

APPROVAL OF MEETING MINUTES:

March 5, 2025

Motion to **Approve** was made by **Steve Workings** and seconded by **George Reichard**.

AYES: Workings, Hamilton, Martin, Bartoldson, Reichard

NAYS: N/A

Results: [Approved](#)

UNFINISHED BUSINESS

None

NEW BUSINESS/ PUBLIC HEARINGS

Project #2024-99-SP SITE PLAN APPROVAL: The property is located at 1617 W King St and is identified on Berkeley County Martinsburg District Tax Map 8, Parcel 53. The applicant is requesting Site Plan Approval to raze existing Sheetz and construct a new Sheetz. Sheetz Inc., Kelley Brown, Appellant.

Concerns of the Commission: None

Public Hearing: President Rodgers opened and closed the public hearing at 6:02 p.m.

For: No members of the public came forward.

Against: No members of the public came forward.

Motion to **Approve Project# 2024-99-SP** was made by **Steve Workings** and seconded by **Craig Bartoldson**

AYES: Workings, Hamilton, Martin, Bartoldson, Reichard

NAYS: N/A

Results: [Approved](#)

NEW BUSINESS/ NON-PUBLIC HEARINGS

Project # 2024-65- Bond Reduction: The property is located at Klee Dr and Germantown Way Martinsburg Station Phase 3: Current Bond amount -\$1,028,320.00 Requested Reduction of \$617,410.50, Bond Reduction to \$410,909.50.
Concerns of the Commission: None

Motion to **Approve Project# 2024-65-Bond Reduction in the amount of \$617,410.50 New Bond Amount \$410,909.50** was made by **Steve Workings** and seconded by **Scott Hamilton**

AYES: Workings, Puller, Martin, Palmer, Reichard

NAYS: N/A

Results: Approved

DISCUSSION/ACTION ITEMS

None

(Steve Workings requested that a traffic study/management assessment for the traffic at the Interwoven Mills project be put on a future agenda as a discussion/action item)

ADJOURNMENT

Motion was made by **Steve Workings**

AYES: Workings, Puller, Martin, Palmer, Reichard

NAYS: N/A

Results: Approved, meeting adjourned at 6:10 P.M.

Jim Rodgers, President

Kyle French, City Planner

MARTINSBURG PLANNING COMMISSION



SITE PLAN APPLICATION

232 N. Queen Street
Martinsburg, WV 25401
304-264-2131 or 304-264-2136 (fax)

Date Application Filed: 11/26/2024 Case #SP 2024-108-SP

1. Name of Development: New York Avenue Commercial
2. Location of Property: New York Avenue
(Street name)
3. Property Owner name, and address: Michael D. Collier in care of Uniwest Development, LLC
8191 Strawberry Lane, Falls Church, VA 22042
Phone: (703)-698-4042
4. Applicant/Agent name, and address: Same as owner
Phone: _____ Email: _____
5. Person preparing plans name, and address: Pete Cloutier, Integrity Federal Services, INC.
148 South Queen Street, Martinsburg, WV 25401
Phone: (304)-725-8456 Email: _____
6. Contact Person name: _____
Phone: _____ Email: _____
7. Is this an X original or _____ revised Site Plan?
8. Total area of parcel to be developed: 4.36 Acres
9. Property Information:
 - a) Tax Map and Parcel Number: TM 27, Parcel 61
 - b) Current Zoning: Mixed Use Commercial - MUC - 3
 - c) Present Use: Vacant
 - d) Proposed Use: Commercial
 - e) Adjoining Property zoning: Mixed Use Commercial - MUC - 3
 - f) Adjoining Property use: Commercial

10. Description of the proposed project: _____

This project includes construction of a convenience store with gas dispensing,
parking, utilities, stormwater management, hardscape, landscaping,
and associated infrastructure.

FEES

Site plan review fees are payable upon the submission of this application.

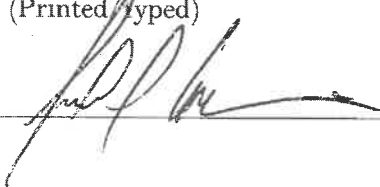
An engineering consultant conducts storm water management plan reviews. The owner is responsible for the payment of all storm water management plan review fees.

SUBMISSION

Site plans must be submitted no later than thirty (30) days prior to the Martinsburg Planning Commission Meeting at which it is to be considered. The Commission meets the first Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.

I (Owner) have read the material included in this package and understand what is required by the Martinsburg Planning Commission. I also understand that all required material will be completed prior to the submission of my site plan.

Name: Michael D. Collier Date: 11/12/2024
(Printed/typed)

Signature: 

CITY OF MARTINSBURG PLANNING COMMISSION

***INSPECTION AND MAINTENANCE AGREEMENT
FOR PRIVATE STORMWATER MANAGEMENT FACILITIES***

THIS AGREEMENT, made this ____ day of _____ 20____, by and between Uniwest Development, LLC hereafter referred to as the "OWNER(S)" of the following property: WAWA New York Avenue, and the City of Martinsburg Planning Commission, hereinafter referred to as the "COMMISSION."

WITNESSETH:

We, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, all rights, titles and interest in the property described above, do hereby covenant with the COMMISSION and agree as follows:

1. The OWNER(S) of said property shall provide for the maintenance of the stormwater management facility to ensure that the facility is and remains in good working condition in accordance with approved design standards, rules, regulations and applicable laws.
2. The OWNER(S) of said property shall promptly repair and restore all grade surfaces, walls, drains, dams, structures, vegetation, erosion and sediment control measures and other protective devices. Such repairs or restorations shall be in accordance with approved plans, rules and regulations and applicable laws.
3. The OWNER(S) of said property shall perform necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
4. The OWNER(S), shall grant the COMMISSION or its agent and contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility.
5. If necessary, the OWNER(S) shall levy regular or special assessments against all present or subsequent owners of property served by the facility to ensure that the facility is properly maintained.
Should OWNER(S) fail to maintain the facility or correct any defects within a reasonable period of time (30 days maximum) after proper written notice by the COMMISSION, the CITY OF MARTINSBURG or its agent and/or contractor is authorized to perform the necessary maintenance or repairs and may assess the OWNER(S) served by the facility for the cost of the work, any applicable penalties, legal fees and court cost. If any said assessment shall be a lien against all properties served by the facility and may be placed on the property tax bill of said property and collected as ordinary taxes by the COMMISSION. The OWNER(S) shall maintain perpetual access from public rights-of-way to the facility for the COMMISSION or its agent and/or contractor.
6. The OWNER(S) shall indemnify and save the COMMISSION harmless from any and all claims for damages to persons or property arising from the construction, maintenance and use of the facility.

Revised 2/16/23

7. This AGREEMENT and the Covenants contained herein shall apply to and bind the OWNER(S) heirs, executors, successors and assigns and shall bind all present and subsequent owners of the property served by the facility.
8. The OWNER(S) shall record this AGREEMENT, prior to final plat and/or final site plan approval in the land records of Berkeley County, West Virginia, and the OWNER(S) shall provide proof of such recordation to the COMMISSION.
9. It is further understood and agreed between the parties hereto that the duties and responsibilities of the OWNER(S) as set forth herein with respect to real estate constitute an affirmative burden on the real estate having the force and effect of a covenant running with the land.

IN WITNESS WHEREOF, the OWNER(S) and the COMMISSION executed this AGREEMENT as of this _____ day of _____, 20____.

ATTEST:

FOR THE OWNER(S)

**STATE OF WEST VIRGINIA
COUNTY OF BERKELEY**

I hereby certify that _____, whose name is signed to the writing above and hereto annexed, bearing date the _____ day of _____, 20____ has this day acknowledged the same before me in my said County.

Given under my hand this _____ day of _____, 20____.

My Commission expires: _____.

ATTEST:

FOR THE COMMISSION

**STATE OF WEST VIRGINIA
COUNTY OF BERKELEY**

I hereby certify that _____, whose name is signed to the writing above and hereto annexed, bearing date the _____ day of _____, 20____ has this day acknowledged the same before me in my said County.

Given under my hand this _____ day of _____, 20____.

My Commission expires: _____

NOTARY PUBLIC

**MARTINSBURG PLANNING COMMISSION
OFFICE OF THE CITY PLANNER**

Your site plan should include the following:

ADMINISTRATIVE INFORMATION

Y	N	
<u>X</u>	<u> </u>	1. Name of proposed development.
<u>X</u>	<u> </u>	2. Name and address of owner.
<u>X</u>	<u> </u>	3. Name and address of developer.
<u>X</u>	<u> </u>	4. Name, address and phone number of designer.
<u>X</u>	<u> </u>	5. Certificate of surveyor, engineer or architect.
<u>X</u>	<u> </u>	6. Date plan prepared and date of revisions.
<u>X</u>	<u> </u>	7. A listing of all conditions placed on the site as a result of a special exception/variance or conditional zoning approval.
<u>X</u>	<u> </u>	8. A title block labeled "approved by the Planning Commission for signature and date of approval.

GENERAL SITE INFORMATION

Y	N	
<u> </u>	<u> </u>	9. Location map (1" = 600').
<u>X</u>	<u> </u>	10. Tax/Parcel Number.
<u>X</u>	<u> </u>	11. Scale of site plan (not to exceed 1" = 100').
<u>X</u>	<u> </u>	12. North arrow.
<u>X</u>	<u> </u>	13. Zoning of site.
<u>X</u>	<u> </u>	14. Use & zoning of adjoining properties.
<u>X</u>	<u> </u>	15. Topographic map at two (2) ft. contour intervals.

LOTS /USES/BUILDINGS and STRUCTURES

Y	N	
<u>X</u>	<u> </u>	16. Surveyed boundaries for all lots and parcels.
<u>X</u>	<u> </u>	17. Acreage of all lots included in the plan.
<u>X</u>	<u> </u>	18. Location and dimensions of all required setbacks and yard areas.
<u>X</u>	<u> </u>	19. Location of all buildings, structures and uses.
<u>X</u>	<u> </u>	20. Proposed use of each building, structure and area.
<u> </u>	<u>X</u>	21. Location and type of dwelling units.
<u>X</u>	<u> </u>	22. Ground floor area and total floor area of all buildings.
<u>X</u>	<u> </u>	23. Height of all buildings and structures.
<u>X</u>	<u> </u>	24. Location of dimensions of all signs.
<u>X</u>	<u> </u>	25. Location of outdoor lighting fixtures.
<u> </u>	<u>X</u>	26. Location and nature of outdoor storage areas.

LOTS /USES/BUILDINGS and STRUCTURES

(continued)

Y	N	
<u> </u>	<u>X</u>	27. Location and area of common open space.
<u> </u>	<u>X</u>	28. Location and description of all recreation facilities.
<u>X</u>	<u> </u>	29. Location of sidewalks and pedestrian walkways.
<u>X</u>	<u> </u>	30. Location of outdoor trash receptacles.

ROADS

Y	N	
<u>X</u>	<u> </u>	31. Name and number of existing and planned streets on and/or adjoining the site.
<u>X</u>	<u> </u>	32. Location of existing and planned streets on and/or adjoining the site.
<u> </u>	<u>X</u>	33. Dimensions, boundaries, width, pavement and construction of planned roads.
<u>X</u>	<u> </u>	34. Location and dimensions of proposed entrances from public right-of-ways.
<u> </u>	<u>X</u>	35. If located adjacent to a state highway, an entrance permit from the West Virginia Division of Highways must be submitted as part of the package.

UTILITIES

Y	N	
<u>X</u>	<u> </u>	36. Location of all utilities; to include sewer and water lines with the size of lines, mains and laterals.
<u>X</u>	<u> </u>	37. Location and width of all easements; to include access, utility and drainage easements.
<u>X</u>	<u> </u>	38. Location and nature of fire lanes, hydrants and all other associated facilities.
<u> </u>	<u>X</u>	39. If sewer and water are not provided by the City of Martinsburg, a statement of availability must be provided by the Public Service District(s).

PARKING

Y	N	
<u>X</u>	<u> </u>	40. Calculations describing the required number of parking and loading spaces.
<u>X</u>	<u> </u>	41. Location and dimensions of all parking and loading spaces, driveways, parking aisles, curbing and other features to be used.
<u>X</u>	<u> </u>	42. Location and dimension of all handicapped spaces.

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NATURAL FEATURES

Y	N	
<u>X</u>	_____	43. Existing and finished contour lines.
<u>X</u>	_____	44. Location of steep slopes, woodlands, floodplains, wetlands, sinkholes and other environmental features.
<u>X</u>	_____	45. Location of streams and drainage ways.

LANDSCAPING

Y	N	
<u>X</u>	_____	46. Landscaping plan describing location and types of plants to be used.
_____	<u>X</u>	47. Location of required buffers and screening with cross-sections or profiles.

EROSION and SEDIMENT CONTROL

Y	N	
<u>X</u>	_____	48. A stormwater management plan with runoff calculations and location and description of facilities to be used.
<u>X</u>	_____	49. Soil erosion and sedimentation control plan with location, types and examples of provisions to be used.

OFFICE USE ONLY

Y	N	
_____	_____	50. Engineers certification on Plan.
_____	_____	51. Engineers certification on stormwater plans.
_____	_____	52. Engineers certification of As-built stormwater facility: (date) _____.
_____	_____	53. Site plan review fee paid: (date) _____.
_____	_____	54. Stormwater management plan review fee paid: (date) _____.
_____	_____	55. Stormwater management maintenance agreement executed.
_____	_____	56. Evidence of water and sewer availability.
_____	_____	57. West Virginia Division of Highways entrance permit.

**CITY OF MARTINSBURG, WEST VIRGINIA
STORMWATER MANAGEMENT DESIGN/REVIEW CHECKLIST**

ENGINEER OR APPLICANT Integrity Federal Services, INC. PROPERTY OWNER Michael D. Collier
 ADDRESS 148 South Queen Street ADDRESS 8191 Strawberry Lane
Martinsburg, WV 25401 Falls Church, VA 22042
 CONTACT PERSON Pete Cloutier
 TELEPHONE # (304)-725-8456 TELEPHONE # (703)-698-4042

SITE SIZE 190,067 SQ. FT. 4.36 AC DISTURBED AREA 150,338 SQ. FT. 3.45 AC
 WATERSHED NAME CONOCOCHEAGUE - OPEQUON TRIBUTARY NAME EVANS RUN
 CURRENT ZONING MUC-3 ULTIMATE ZONING MUC-3
 CURRENT LAND USE VACANT ULTIMATE LAND USE COMMERCIAL
 DRAINAGE AREA 4.36 AC EXISTING IMPERVIOUS AREA 0.53 AC
 PROPOSED IMPERVIOUS AREA 2.74 AC
 TYPE OF DEVELOPMENT:
 RESIDENTIAL _____ NUMBER AND TYPE OF UNITS _____
 COMMERCIAL/INDUSTRIAL/OFFICE X TOTAL SQ. FT. OF BUILDINGS 6370

ENGINEER CHECK	REVIEWER CHECK	INFORMATION REQUIRED
		GENERAL PLAN INFORMATION
X		Narrative Description of Stormwater Management Concept/Plan
X		Vicinity Map with Scale (show site and label)
X		Title Block Information, North Arrow, Scale, Benchmarks
X		Miss Utility note, Engineer's Seal
X		Description of water courses, wetlands, and impoundments on or adjacent to site
X		Existing and proposed contours (2' intervals)
N/A		Delineation of 100 year flood plain
X		Location of structures, impervious surfaces, storm drain facilities and vegetative cover
X		Existing utilities including gas, telephone, electric, cable, water, sewer, and storm drain
X		Location of existing and proposed easements, right-of-ways, and property lines
		INFILTRATION
N/A		Distance of trenches from buildings and water supply wells
N/A		Soil boring information showing infiltration rates
N/A		Design calculations
N/A		Depth to groundwater
N/A		Overflow relief path

Revised 2/16/23

ENGINEER CHECK	REVIEWER CHECK	INFORMATION REQUIRED
		GENERAL PLAN INFORMATION
N/A		Delineate permanent pool and/or extended detention (if provided) 201- and 100-year elevations
N/A		Locations of test borings
X		Outflow pipe, outlet protection with detail, outfall channel
N/A		Inflow improvements with detail
N/A		Emergency spillway level section and outlet channel
X		Proposed utility location/relocation
N/A		Label all slopes within pond area
N/A		Riser design details
N/A		Safety fence for all outfalls using a 4.8" pipe or greater
X		Landscaping/Aquatic plantings
N/A		Principle spillway, embankment centerline and emergency spillway profiles
N/A		Outfall channel, anti-seep collar and riser details
N/A		Concrete cradle, trash rack and anti-vortex details
N/A		Construction easement and covenant
		ADDITIONAL SUBMITTAL REQUIREMENTS
X		Maintenance easement and covenant
X		Timing schedule and sequence of development
X		Soils report with boring log
X		Drainage area map (watershed boundaries drainage area & time of concentration)
X		Soils map
X		Hydrologic Computations (TR-55/TR-20)
X		Hydraulic Computations (WSM design calculations)

ADDITIONAL COMMENTS:

REVIEWED BY CITY PLANNER:

City Planner

Date

RECOMMENDED FOR APPROVAL BY REVIEW ENGINEER:

View Engineering

Date

APPROVED BY CITY PLANNING COMMISSION:

Planning Commission President

Date

Revised 2/16/23

232 NORTH QUEEN STREET
P.O. BOX 828
MARTINSBURG, WV 25402
P: (304) 264-2131
F: (304) 264-2136



CITY OF MARTINSBURG
WEST VIRGINIA

www.cityofmartinsburg.org

April 7, 2025

Integrity Federal Services, Inc.
148 S. Queen Street
Martinsburg, WV 25401
Attention: Pete Cloutier

Site Plan - 2024-108-SP - Submitted November 27, 2024

To Whom it May Concern:

A review of the above referenced project has been completed and the following comments shall be addressed:

1. Provide a benchmark
2. Delineate the municipal boundary.
3. Explain hotspot area in the storm water management report and how the MS4 requirements are being addressed as a hotspot area.
4. Provide approval from WVDOH to allow storm water into their conveyance system.
5. Sidewalks shall be provided along Danbury Lane and New York Avenue.

Thank you to your time and attention to this matter.

Sincerely,

A handwritten signature in blue ink, reading "KJPetrucci".

Kimberly Petrucci
City Engineer/Planning Director

PURCHASE CONTRACT

CONTRACT NUMBER**BXPA-192215****CONTRACT DATE**

Jan 15, 2025

**BOXX**
MODULAR

BOXX Modular, Inc., herein referred to as "BOXX".

This Purchase Contract ("Contract") includes the Cover Pages, the most recent BOXX proposal, the Terms and Conditions, and any BOXX attachments thereto.

BILL TO: Diocese of Wheeling-Charleston
PO Box 230
110 E. Stephen Street
Wheeling, WV 26003
Laura Cronk
lcronk@dwc.org

PURCHASE CONTRACT DETAILS

EXPECTED DELIVERY DATE:
TBD

ACCOUNT MANAGER: Matt Crockett
PHONE: (610) 787-0015
EMAIL: mcrockett@boxxmodular.com

PROJECT/SITE INFORMATION:

St. Joseph School
306 South Queen Street
Martinsburg, WV 25401
SITE CONTACT: Patrick Michel
PHONE: 845-987-4609
EMAIL: deaconpat@stjosephwv.org

The information contained herein is furnished at your request for your personal use only and is to be held in the strictest confidence.

Diocese of Wheeling-Charleston: St. Joseph School

DESCRIPTION OF EQUIPMENT/SERVICES	QTY	TOTAL
Sale of New 64'x68' Modular Classroom Building: coded to WV	1	\$553,511.00
BOXX Modular, Inc. Scope of Work as per proposal dated 01/15/2025:		
Delivery to site address: Martinsburg, WV Installation to include the following: Dig and pour concrete footers for the building, ramp, and stairs foundation. Block/Level/Seam modules together on concrete footers, Anchor building into ground, Provide and install skirting to match the building and install vents. Remove hitches Deliver/Install Brand-new ADA switchback ramp and set of ADA steps. Engineered drawings will be provided for the building, setup, ramp, and steps.		
Total:		\$553,511.00

Total Amount: \$553,511.00**Sales Tax: EXEMPT****Contract Total: \$553,511.00****UNIT DETAILS**

DESCRIPTION OF UNIT/COMPLEX	LONG SERIAL NO.	SHORT SERIAL NO.
64'x68' Modular Building	TBD	Complex
14'x64' Module	TBD	New Unit
14'x64' Module	TBD	New Unit
14'x64' Module	TBD	New Unit
14'x64' Module	TBD	New Unit
12'x64' Module	TBD	New Unit

NOTES

ACCEPTANCE: Upon acceptance of this Purchase Contract by the Purchaser, it shall become a binding contract subject to the attached general terms and conditions. Where BOXX is responsible for transportation and/or installation, the attached special terms and conditions for transportation and/or installation shall also apply.

Unless otherwise stated, prices exclude all sale taxes, property taxes, licenses, permits, and fees. Delivery and installation prices are based on the site being accessible, level and having adequate drainage. Customer is responsible for obtaining any building permits and securing local installation and foundation approvals.

Sale Payment Terms:

% of Purchase Price	Milestone Description	Payment Amount
25%	Down payment due with signed contract	\$138,377.75
60%	Due prior to delivery or 30 days from building completion (whichever occurs first)	\$332,106.60
15%	Due upon the Substantial Completion of BOXX's Scope of Work	\$83,026.65

NOTICES FOR BOXX MODULAR, INC.:

BOXX Modular, Inc.

Address: 10 Century Lane, Dillsburg, PA 17019

Attention: Kent Laughman, Branch Manager

NOTICES FOR CUSTOMER:

Diocese of Wheeling-Charleston

Address: 110 E. Stephen Street, Wheeling, WV 26003

Attention: Patrick Michel

ACKNOWLEDGEMENT

Notwithstanding anything to the contrary in this Contract, in the event that any amount is due to BOXX Modular, Inc. or any of its affiliates by the Purchaser or any of the Purchaser's affiliates, BOXX Modular, Inc. shall have the right of set-off against the Purchaser for that amount, whether such amount arises pursuant to this Contract, any other contracts between the Purchaser and/or the Purchaser's affiliates and BOXX Modular, Inc., BOXX Modular, Inc.'s affiliates or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents.

Diocese of Wheeling-Charleston ("Purchaser")

BOXX Modular, Inc.

Authorized Signature:

Authorized Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Please sign and return this copy to your sales representative.

PURCHASE CONTRACT - TERMS AND CONDITIONS

BOXX agrees to sell to Purchaser, and Purchaser agrees to purchase from BOXX the equipment, together with any carry-on options and ancillary equipment, and all other contents and furnishings (collectively, "Equipment") and provide transportation services, installation services, or other services, if any, (collectively, the "Services"), to Purchaser at the Site, in accordance with the agreed to Scope of Work attached hereto and incorporated herein, and the attached General Terms and Conditions of Proposal and Purchase Contract ("Terms and Conditions").

1. Used Equipment. Only to the extent that the Proposal includes the purchase of used Equipment, the following shall apply:

a. Purchaser specifically acknowledges and agrees that BOXX is selling and Purchaser is purchasing the Equipment on an "as-is, where-is" basis, except as expressly set forth in this Contract.

b. Purchaser is not relying on any representations or warranties of any kind whatsoever, express or implied, from BOXX, its agents, or brokers as to any matters concerning the Equipment, including without limitation: (i) the quality, nature, adequacy and physical condition of the property, including, but not limited to the structural elements, foundation, roof, appurtenances, access, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the property, (iii) the development potential of the Equipment, and the Equipment's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Equipment for any particular purpose, (iv) the zoning or other legal status of the Equipment or any other public or private restrictions on use of the Equipment, (v) the compliance of the Equipment or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vi) the quality of any labor and materials used in any improvements on the Equipment, (vii) the condition of title to the Equipment, and (viii) the economics of any past or future operations of the Equipment.

2. Price. In consideration of BOXX furnishing the Equipment and Services described in the Proposal, the Purchaser shall pay to BOXX the price set out in in this Contract, subject to such additions or deductions, which may hereinafter be agreed upon between the parties in writing. The price excludes all taxes, licenses, permits, bonds, and fees, unless otherwise stated in the Proposal. Unless stated otherwise, the price includes one mobilization for the work. Furthermore, the price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Contract. BOXX shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to procure, costs to change suppliers, costs of manufactured equipment, or other costs of any kind resulting from the changes. In the event of such changes, Purchaser shall execute a Change Order in an amount commensurate with any actual, direct, and documented increased in material costs incurred as a direct result of such changes. BOXX's fee shall not be increased as a result of such cost increases. The price of all Services is based upon use of non-union labor and non-prevailing wage rates. If concealed conditions are found below the ground and are at variance with known conditions, per the approved drawings, there shall be an equitable adjustment made to the price by way of a written Change Order.

3. Payment.

a. The Purchaser shall pay to BOXX the price of the Equipment prior to the Delivery date, or sooner if otherwise stipulated in the Proposal. In no instance may the Purchaser occupy the Equipment until full payment has been made to BOXX, unless stated otherwise herein or agreed to in writing by BOXX. In the event that Purchaser occupies or take beneficial use of the equipment prior to acceptance walkthrough and formal acceptance, All remaining payments will be due on this contract and Purchaser will be deemed to have accepted the equipment as is.

b. The Purchaser shall pay to BOXX the price of the Services upon receipt of BOXX's invoice(s).

c. Interest at the rate of three percent (3%) per month shall be due from Purchaser on all past due invoices until paid, in addition to all costs incurred by BOXX to collect payment from Purchaser.

d. Payments from Purchaser shall be absolute and unconditional in all events and shall not be subject to any offset, defense, counterclaim, or recoupment for any reason whatsoever. No charge for labor or material furnished by the Purchaser

shall be allowed as a credit under this Contract unless authorized in writing by BOXX.

e. Payment shall be made to BOXX, or its assignee, at the address set forth herein.

4. Taxes. Unless otherwise specifically set forth in this Proposal and Contract, it is specifically agreed and understood between the parties that the price herein does not include any state or local taxes or any other government charges such as impact and tap fees. Any tax or other government charge upon the production, sale, use or shipment of the products sold, now imposed or hereinafter becoming effective shall be paid and remitted to the appropriate government agency by the Purchaser, or if any state or federal law does not permit payment and remission in such manner, said tax or other government charge shall be added to the Price and shall be paid by Purchaser to BOXX, including administrative costs. Purchaser shall indemnify and hold BOXX harmless from all liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by BOXX as a result of any action taken by BOXX in accordance with Purchaser's direction.

5. Delivery. BOXX estimates that the delivery of the Equipment described in Proposal will require the number of weeks of lead time, specified in the Proposal, after BOXX is in receipt of complete information and drawings approved by Purchaser, a building permit is issued by the governing authorities and satisfactory financial arrangements have been made. This estimate is subject to paragraph 6 of the Terms and Conditions of this Contract. Purchaser may, at Purchaser's option, disregard the permit issuance by local authorities and authorize BOXX to proceed with production of the Equipment, at Purchaser's full and sole risk. If Purchaser authorizes BOXX, Purchaser shall indemnify BOXX for all losses and damages as a result of BOXX proceeding under that authorization. Should a permit not be issued at the time that the Equipment is ready for shipment to the Site, then Purchaser shall make progress payments to BOXX as if the Equipment had been delivered, less delivery charges specified in the Proposal.

6. Force Majeure. BOXX will not be in default of the performance of any of its obligations under this Contract if it is prevented from doing so due to an event beyond its reasonable control, including but not limited to acts of God, acts of war, terrorism, strikes, lockouts, civil disturbances, explosions, fires, floods, transportation disruptions, epidemics, pandemics, and weather conditions, but only to the extent and for the time period that performance of such obligation is so prevented. It is further understood and agreed that Purchaser will not hold BOXX responsible for liquidated damages or other damages which may be imposed upon Purchaser pursuant to any other contract Purchaser may have entered into with respect to which BOXX is not a party.

7. Purchaser Responsibilities. The Purchaser shall:

a. Be SOLELY RESPONSIBLE for any and all additional materials, labor, Site Preparation, utility connections and all other items on the project, other than those materials as specifically set forth herein as being BOXX's responsibility.

b. Ensure BOXX has free and clear access to the Site, ensure the Site is level and has adequate drainage.

c. Be solely responsible for compliance with building codes, for obtaining any type of building permits and licenses, and securing local installation and foundation approvals that may be required on the project, and for payment of state and local taxes which may be applicable to the sale covered by this Proposal and Contract, including tolls, ferry/tunnel charges, permissions and inspections. Any amounts for any such licenses, permits, costs, charges or taxes paid by BOXX will be invoiced to Purchaser.

d. Provide BOXX with reliable and accurate information regarding transportation, Site conditions, and access at least five (5) business days prior to the date Equipment is to be transported to Site.

e. Reimburse BOXX for all costs incurred in order to correct improper or inaccurately constructed Site access or foundations, to correct misalignment or inaccuracy in anchor bolts, walls footings, cut-outs for doors, or other work.

f. Provide storage and be responsible for loss of or damage to materials if Site access, Site, and foundations are not ready or in accordance with the delivery provision contained in this Contract, and reimburse BOXX for all additional costs incurred by BOXX as a result including, but not limited to, the cost of unloading, reloading, and hauling materials resulting from Purchaser's failure to perform this condition. Delay in completing foundation and inaccessibility of Site may necessitate rescheduling of the order for which BOXX shall not be responsible,

and shall extend the period of performance by the period of delay. BOXX is not responsible for any loss or damage to Equipment during transportation, unless such loss or damage is noted in writing and provided to BOXX's agent or truck driver at the time of Delivery.

g. Unless otherwise specified, pay for additional expense caused by obstructions, either overhead or underground, demolition work, grading to bring the Site to level, or extra depth, or width of the concrete footing, foundations or excavations caused by earth fill, or abnormal soil conditions which may require foundations different from the standard plans approved by any building department, or changes to the method of Site access.

h. The Purchaser warrants that it owns, or has the right to construct buildings on the property which the materials as described herein are to be delivered, constructed, or other work performed, and will designate to BOXX the location of the corner stakes of the property and will furnish the plat plan showing the boundary dimensions and angles of the property, and the proposed location of the Site of the building or other work to be performed together with all necessary information concerning contours, grades, soil conditions, tree locations, utility service lines, rights of way, easements, and restrictions, dimensions and other relevant data pertaining to existing structures on the premises. BOXX shall not be responsible for encroachments of any type. Purchaser warrants that said construction will not violate any zoning restrictions or other laws, and the Purchaser agrees to indemnify and hold BOXX harmless from all loss or damage which may result by reason of the construction of said building or other work done, or from any lack or defect of title in the Purchaser, or by reason of said construction violating any zoning restrictions or other laws. The soil bearing capacity shall be at least 2,500 pounds per square foot. The Purchaser is solely responsible for checking the property Site to assure that the Equipment and/or construction will not be in a "Fire District". Purchaser agrees to indemnify and hold BOXX harmless for any and all losses, damages, injury, expenses and costs, including court costs and attorney's fees, which arise out of this issue and/or for the placement of a building or construction in a "Fire District".

i. The Purchaser agrees not to interfere with the progress of the Work and not to occupy any portion of the Equipment until all terms and conditions herein are fulfilled by both parties. Purchaser further agrees that Purchaser cannot occupy the Equipment until the Work is completed or as per governing authorities' authorization where an occupancy permit, or similar type of permit, is required. Purchaser further agrees to not permit any workmen, other than those of BOXX, to work at or in the immediate vicinity of the building, without BOXX's written consent until BOXX's work on the building is completed. Should any workmen, or contractors or subcontractors of the Purchaser perform only such work, the Purchaser will furnish to BOXX in writing, their names, before such work is performed. The Purchaser agrees to pay BOXX for any damage that maybe caused by anyone other than workmen or subcontractors of BOXX, by means of disturbing or damaging concrete forms, grade finishing or any construction work in progress whatsoever.

8. Indemnity and limitation on damages.

a. To the fullest extent allowed by law, the maximum liability of BOXX, its affiliated entities, and each of their respective directors, officers, employees, agents and contractors (collectively the "BOXX Parties") to Purchaser and to any and all other persons or entities, for injury or death, damage or destruction to property occurring in connection with the performance of this Contract for any reason, shall not exceed the Contract Price.

b. All other remedies, unless expressly set forth herein, are hereby expressly waived by Purchaser, and Purchaser acknowledges that the exclusion of other remedies is neither unreasonable, nor unconscionable.

c. Purchaser, for itself, and its successors, assigns and legal representatives, does hereby, now and for the future, agree to indemnify, defend, save and hold harmless the BOXX Parties, from and against any and all liability, damages, and costs of any kind, at law or in equity, arising directly or indirectly out of, or in connection with performance of the Work.

d. In the event, Purchaser shall receive notice of any claim, suit, or action for personal injury, death, or property damage, Purchaser shall provide prompt written notification thereof to BOXX. In the event of commencement of any suit, action, or proceeding, Purchaser shall immediately assume the defense of BOXX, at Purchaser's sole cost and expense and shall wholly indemnify the BOXX Parties, as provided herein.

e. All BOXX liability shall end upon expiration of the applicable warranty period.

f. In no event will BOXX be liable for interruption of business, loss of profits or revenues, cost of capital, downtime costs, increased operating costs, or any special, indirect, punitive, or consequential damages.

9. Assignment. The Purchaser agrees that it shall not assign or transfer this Contract or any part hereof or any amount payable hereunder, except with the prior written consent of BOXX and any attempt to do so shall be null and void and of no force or effect whatsoever.

10. Insurance.

a. General Liability: In conjunction with Purchaser's obligations hereunder, Purchaser must at all times have commercial general liability insurance with coverage of not less than \$2,000,000 in aggregate and \$1,000,000 per occurrence. Such insurance policy must be primary and non-contributory; and name BOXX as Certificate Holder and an additional insured.

b. Other Insurance Requirements: Purchaser must ensure that: each insurance policy contains a waiver of subrogation in favor of BOXX, the insurer has a rating of no less than A- by the A.M. Best Rating Guide, and the insurer agrees to give BOXX at least thirty (30) days' prior written notice of cancellation of or changes to the insurance policy. Purchaser must provide BOXX with a Certificate of Insurance and endorsements prior to Delivery. Purchaser is responsible for payment of any insurance policy premiums and deductibles.

c. Unless otherwise set forth herein, the risk of loss of the Equipment will transfer to Purchaser upon the earlier to occur of payment in full of the Equipment or delivery of Equipment to Site.

11. Substantial Completion & Project Closeout. Upon notice of substantial completion by BOXX, unless otherwise provided in the scope of work, Purchaser's representative shall have the right to attend a Project Acceptance Walkthrough with the Project Manager or other authorized BOXX staff. Purchaser's representative shall survey the finished work and formally accept the Equipment and BOXX's completion of all work via signature on the Client Acceptance Form. In the event that Punchlist items are discovered in the walkthrough that require additional completion, Purchaser will execute a conditional Client Acceptance Form that details the remaining punch list items to be corrected by BOXX. BOXX will provide notification of completion of punch list items, upon which the final full acceptance shall be executed. Full and beneficial use ("Beneficial Occupancy") shall begin at execution of the Client Acceptance Form, whether conditional or unconditional and the Equipment shall be formally turned over to Purchaser. Accordingly, all monies due at Substantial Completion based on the underlying milestone payment schedule will be due upon the completion of the first of either the conditional or final Client Acceptance Form. Purchaser's failure to attend a scheduled Project Acceptance Walkthrough will constitute a waiver of the right to do so and all work and Equipment shall be deemed to be accepted by Purchaser. Additionally, If Purchaser reschedules the Project Acceptance Walkthrough more than two times, Purchaser will be deemed to have waived their right to the Acceptance Walkthrough and all work and Equipment shall be deemed to be accepted by Purchaser.

a. In the event of a Purchaser caused delay that prevents BOXX from conducting the Project Acceptance Walkthrough for more than 30 days, Purchaser will be deemed to have accepted the work without condition and BOXX shall be entitled to the full amount due at project completion.

12. Contract Documents. Expressly incorporated herein by reference thereto are the plans, Scope of Work and specifications relating to the materials specified in the General Terms and Conditions of Proposal and Purchase Contract.

13. Default. In the event any act or thing required of Purchaser hereunder shall not be done and performed in the manner and at the time or times required by this Contract, Purchaser shall thereby be held in default, and all amounts due under the terms and conditions of this Contract shall be payable immediately by Purchaser to BOXX, without demand by BOXX. In addition, Purchaser will reimburse BOXX for any legal fees and costs that become due as a direct result of Purchaser's default of this Contract, and Purchaser will pay to BOXX interest at the rate of three percent (3%) per month, on the price stipulated herein. Interest will be calculated from the date said default takes place, through and including the date of full and final payment.

14. No Waiver. The failure by BOXX to enforce at any time, or for any period of time, any of the terms of this Proposal and Contract shall not be a waiver of such terms and conditions or of BOXX's right thereafter to enforce each and every term and condition contained herein.

15. Entire Contract. Upon acceptance, this proposal, together with its terms and condition, shall constitute the entire contract between BOXX and Purchaser, there being merged all prior and collateral representations, promises and conditions in connection with this proposal; and any representations, promise or condition not incorporated herein shall not be binding on either party.

16. Title. Title to the Equipment will be conveyed to the Purchaser simultaneously with payment in full of the total price plus all applicable taxes.

17. Governing Law. This Contract shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved by a state or Federal Court of BOXX's choosing.

18. Definitions.

a. "Change Order" means a written order signed by BOXX and Purchaser after execution of this Contract, indicating changes in the scope of the Work or schedule, including substitutions proposed by BOXX and accepted by Purchaser.

b. "Delivery" means the date that Equipment arrives at the Site.

c. "Site" means the geographical area of the project location.

d. "Work" means the Equipment and Services provided by BOXX in connection with this Contract.

19. General. Clerical errors contained herein are subject to correction.

20. Warranty: BOXX provides only the following "Warranty":

Equipment	Warranty	Warranty Period from completion of manufacturing
New Modules	Free from defects in workmanship and materials	1 year
Used Modules	None	None
Carry-on Options (if new)	Original manufacturer's warranty	Original manufacturer's warranty
Ancillary Equipment with manufacturer cost >\$500 (if new)	Original manufacturer's warranty	Original manufacturer's warranty

a. Warranties will be conveyed to Purchaser upon transfer of title of the Equipment, and Purchaser will deal directly with the manufacturer if a claim should arise. BOXX's liability is limited to replacing (but not dismantling and installing) defective parts on an exchange basis F.O.B. the manufacturer's factory. In the event that any defect is discovered by the Purchaser, notices of the defect shall be given to BOXX in writing and such notices must be sent within the warranty period by certified registered mail. The warranty is tendered for the sole benefit of the original Purchaser and is not transferable or assignable and further is void in the event the product is removed from its original location of installation. There are no other warranties expressed or implied (including warranties relating to merchantability) except those stated herein. Under no circumstances shall BOXX be liable for consequential damages for any breach hereof. Used buildings are sold "as is, where is" with no warranty expressed or implied.

b. Purchaser is responsible for any damage resulting from ordinary wear, accident, modification, misuse, abuse, neglect, unauthorized repairs/alterations, lack of or improper maintenance, pests/insects/animals, fire, weather or other natural causes (collectively "Damage"). Warranty will not be valid if Equipment was subject to Damage. Unless visually obvious and noted by Purchaser in writing and provided to BOXX's agent or truck driver at the time of Delivery, BOXX does not warrant that Equipment is or will be, free from mold, bacteria, fungus or other biological contaminants.

c. Warranty is subject to the following limitations:

i. BOXX will, acting reasonably, make all decisions regarding the Warranty, including validity, applicability and appropriate remedies;

ii. Warranty will not be valid unless Purchaser notifies BOXX within five (5) calendar days of noticing any issues with Equipment that may be covered by Warranty, and Purchaser must maintain Equipment, normal wear excepted;

iii. Warranty is limited to supply of parts and rates for non-union labor to remedy defective components, and all other expenses associated with Warranty work, including freight, travel expense, room and board and overhead must be paid by Purchaser. BOXX is not responsible for any actions, injuries, claims, liabilities, losses, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of any kind and nature whatsoever ("Claims") arising from defects except as set out in this Section.

STANDARD LIMITED WARRANTY

BOXX Modular, Inc. ("BOXX") grants this restricted Standard Limited Warranty to the Customer. The warranty granted herein is limited to the Equipment and Services provided by BOXX, under the above referenced Contract.

MANUFACTURER'S STANDARD LIMITED WARRANTY: In the case of a Purchase Contract, BOXX will assign all interest held by BOXX, in such Manufacturer's Limited Warranty. Manufacturer's Limited Warranty is typically 1 year from completion of manufacturing. This warranty period begins prior to delivery by BOXX to client. Please note, delays in Installation and acceptance will not extend this warranty period. In the case of a Lease Agreement, BOXX retains the ownership of the Manufacturer's Warranty, but will provide the benefits of such warranty to the Customer, for whatever warranty period provided under such warranty.

BOXX STANDARD LIMITED WARRANTY: Except as otherwise provided herein, BOXX warrants, under normal use and service, the Equipment and Services BOXX provides, under the above mentioned Contract. BOXX warrants that all Equipment and Services provided by BOXX will be free from defects in material and workmanship for a period of one (1) year from the date of Acceptance or Occupancy of the Equipment, whichever occurs first (Refer to BOXX Scope of Work and Purchase Contract or Lease Agreement). ALL WARRANTY WORK PERFORMED BY A THIRD PARTY, WITHOUT THE PRIOR WRITTEN APPROVAL OF BOXX, MAY VOID THIS WARRANTY.

CLAIMS: A valid warranty claim must be submitted to BOXX, within the time allow for such claim under the Contract, and during the warranty period. Redress for a valid warranty claim will be provided within a reasonable time. This warranty is limited to non-union at non-prevailing wages. Warranty service will be performed during daily routine business hours. BOXX will not pay warranty repairs, parts, or replacements, which are made or supplied prior to having received an express written authorization from BOXX.

EXCLUSIVE REMEDIES: The sole and exclusive remedies, under this warranty, are those specifically provided in this Standard Limited Warranty. BOXX's obligation shall be limited solely to replacing and/or repairing defective parts or materials. BOXX neither assumes nor authorizes any person or entity to assume for BOXX any other liability or obligation in connection with this warranty.

EXCLUSIONS FROM COVERAGE: Expressly excluded from this warranty are the following:

- a) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any misuse or neglect of the Equipment or Services, including improper service to, and connection of, electric service and other utilities.
- b) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any surge, spike or other significant change to the recommended electrical service requirements, excessive water supply pressure, accident, collision, fire, earthquake, flood, or Act of God involving or affecting the Equipment or Services.
- c) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any loading of the Equipment beyond any limits specified in applicable codes.
- d) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or any way related to any repairs, additions, modifications or alterations to the Equipment or the Services, or any components made without the prior express written authorization of BOXX.
- e) Any portion of the Equipment or any materials, components or other aspects of the Equipment that the manufacturer specified as being unwarrantable.
- f) Any items or services that are a part of the routine maintenance of the Equipment including, but not limited to, minor adjustments to doors, cabinets, moldings and similar components once the Equipment has been accepted, re-caulking of windows after acceptance of the Equipment, starting of electrical, oil, gas and plumbing appliances or components, and servicing appliances in accordance with instructions provided by the suppliers.
- g) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any failure to perform routine maintenance to the Equipment or Services, including the items specified in the preceding subparagraph (f).
- h) (Manufacturer's Warranty only) The axles, frames, brakes, tires, windows, air conditioners, hot water heaters, furnaces, plumbing fixtures, furniture and furnishings of the Equipment. Any and all warranties with respect to such items as may be available from suppliers thereof are hereby assigned by BOXX. If any component specified in this subparagraph proves to be defective and cannot be ordered and replaced by the supplier. BOXX shall assist in obtaining a replacement of the defective component from the supplier, however, BOXX is not responsible for the costs of the replacement (if any), all shipping costs (if any), and the return of the defective component to the supplier thereof. BOXX shall have no liability for labor or service costs associated with any claim pertaining to any component listed in this subparagraph.
- i) Any damage, loss, defect, repair, adjustment or replacement, while the Equipment is outside the continental United States of America or Canada.

DISCLAIMER OF OTHER WARRANTIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD LIMITED WARRANTY, BOXX EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF EACH AND EVERY NATURE AND DESCRIPTION, AND EXPRESSLY STATES THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL BOXX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

NOTICE OF WARRANTY CLAIMS: All claims made, under this Standard Limited Warranty, must be submitted in writing within the time allowed under the above mentioned Contract and Warranty Period. Forward all claims to: BOXX Modular, Inc., Attn: Warranty Department 3475 High River Rd., Ft. Worth, TX 76155. (1-877-438-8627)

This proposal is valid for 10 calendar days

modular project PROPOSAL

January 15, 2025

BOXX Project: BXPA-192215



Diocese of Wheeling-Charleston: St. Joseph School

Martinsburg, West Virginia

BOXX Modular, Inc. (Corporate Office)
3475 High River Road | Fort Worth, TX | 76155

(877) 966-7839 | BOXXModular.com | ussales@boxxmodular.com

BOX
MODULAR

This proposal is valid for 10 calendar days

BASE PRICE

Scope of Work Description

- Brand-new 64x68 modular building.
- Delivery of five modules to Martinsburg WV.
- Dig and pour concrete footers for the building, ramp, and stairs foundation.
- Block, level, and seam modules together on concrete footers.
- Anchor building into ground.
- Provide and install skirting to match the building. Install vents.
- Remove hitches.
- Brand-new ADA switchback ramp and set of ADA steps. Delivery and installation included.
- Engineered drawings will be provided for the building, setup, ramp, and steps.
- BOXX project manager oversight provided throughout the building production, delivery, and installation.

***Base Price Total:** **\$553,511.00**

OPTIONS

Initials = Selected

Option Description

Amount (usd)

PROJECT DESCRIPTION DETAIL

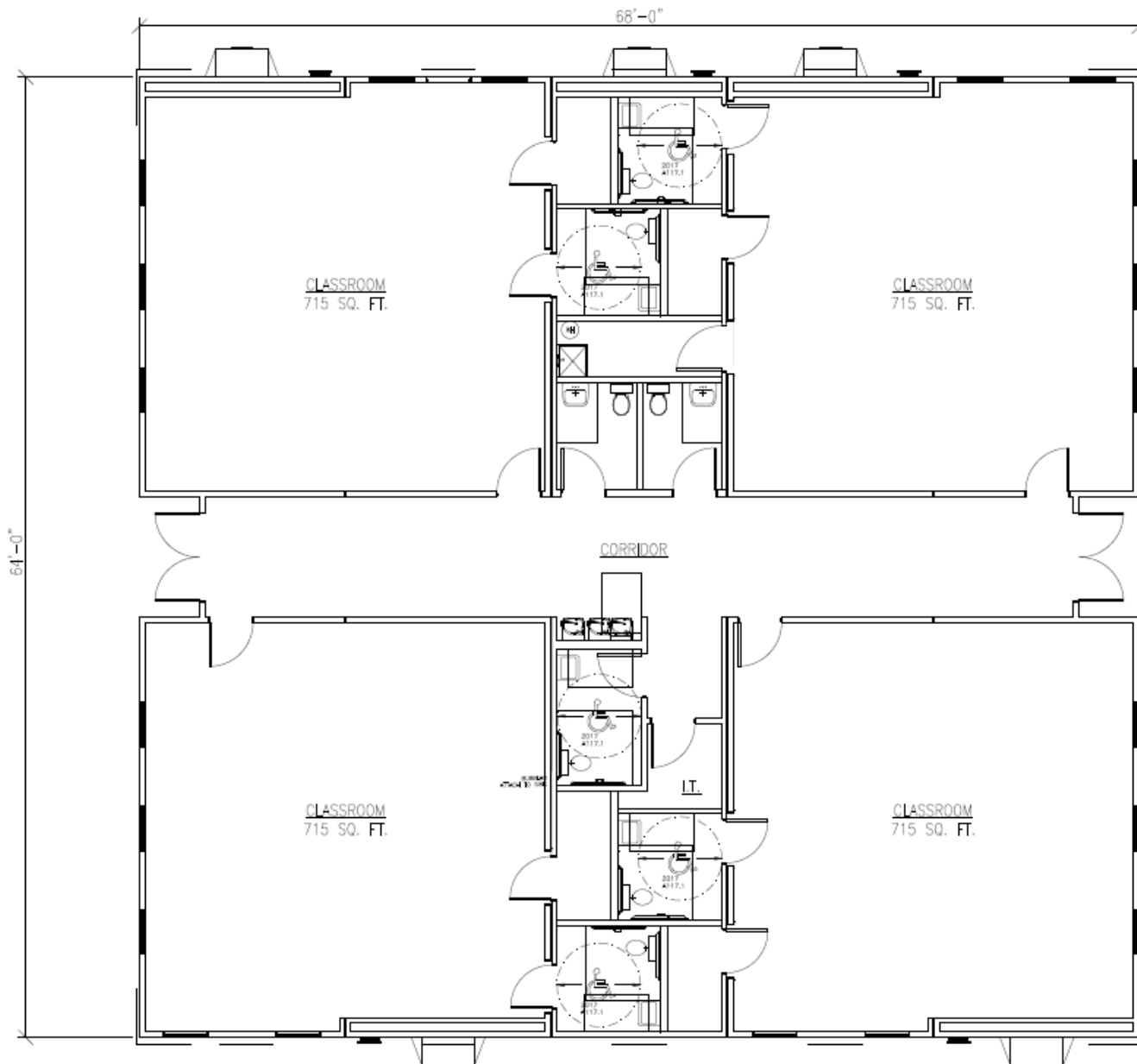
Site Supervision: On site supervision will be managed through a BOXX Modular subcontractor who will report to our project manager assigned. **(Owner) must provide the following:**

- Modular Building: Review modular drawings provided by BOXX and review, comment and approve within one week of submittal by BOXX.
- Building Permits: Owner shall file and respond to comments as part of the building permit submittal. BOXX will provide aid as needed.
- Site Plan: Owner shall provide a site plan for local permitting.
- Electrical: The owner will connect to the exterior load center.
- Plumbing: All connections in the crawl space to final point of connection.
- Fire Alarm, Data, CATV, Access Control sprinklers: BOXX will provide empty junction boxes for low voltage wiring and devices by the Owner.
- Geotechnical Report: A report showing the soil bearing with foundation recommendations are by the Owner.

Pricing excludes all applicable taxes. Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". BOXX Modular's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval. Pricing is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.

Initials: _____

BOXX
MODULAR₂₅
www.BOXXModular.com.



Initials: _____

MODULAR BUILDING INFORMATION

<u>Unit No(s).</u>	<u>Unit Size(s)</u>	<u>State(s) Coded</u>	<u>Building Description</u>
NEW	68' X 64'	WV	Modular Classroom Complex

SPECIFICATIONS

Approximate Shipping Height: 13'-10"

4352.00 Complex (Base)

Nominal: 68' x 64' (4) 13'-8" x 64'-0" & (1) 11'-8" x 64'-0" Modules

Occupancy: Education

Construction Type VB *Daycare Use*

Age Group

Infant Rooms (If Any) Are Subject To Direct Exits

State Code Requirements & Insignias

State Codes Only - No Local Codes Are Quoted

ASCE/SEI 7

All design data is per the requirements of ASCE/SEI 7 standards,
(unless otherwise noted local requirements are not considered or included)

5.00 Additional KIP Load Plan Sheet

Seismic Zone "B"

{Seismic data is based on site soil class D "Stiff Soil"}

Risk Category II

115 MPH Wind Speed

25lb. ground snow load

Roof live load 20 lb.

Destination: Martinsburg, WV.

Chassis

64.00 11'-8" wide outrigger w/ 95.5" I-Beam spacing

Outriggers & Crossmembers spaced (As Required)

256.00 13'-8" wide outrigger w/ 95.5" I-Beam spacing

Outriggers & Crossmembers spaced (As Required)

12" I-Beams (M12x10)

Hitches are detachable

New tires

New Tires are Provided - Drivers are responsible for spares

Axle quantity will be calculated as required

Under-slung axles are included {Box-out for under-slung axles}

Floor Section

Standard bottom board material (Nylon Impregnated)

2"x8" Floor joist @ 16" O.C. (12' Wide Modules)

2"x8" Floor Joist @ 16" O.C. (14' Wide Modules)

2"x8" Double Perimeter Included

3/4" Floor sheathing/decking

Floor decking held back 2.5" (at mate-line where applicable)

4352.00 VCT {Armstrong brand} Installed per the print (100%)

2.00 Recessed entry (Treated wood 2x8 members and Forticrete Decking @ recessed entry)

Initials: _____

Wall Section

312.00 2"x4" Interior wall height: 8'-6"
{Unless otherwise noted, interior walls will be constructed with #2 2x4 studs 16"o.c. with single 2x4 top and bottom plates}
128.00 Double mateline walls constructed per print
2x6 Exterior wall height 8'-6"
{Double top-plate on exterior walls, as required}
2"x6" Exterior end walls full height
Interior trim package: standard battens
{Unless otherwise noted}
5/8" VCG (Vinyl covered gypsum - Type "X")
888.00 4" VCB {Vinyl Cove Base}

Interior Doors Section

17.00 36"x80" S.C. Flush door w/steel jamb
{Includes Timely or Redi-Frames with lever. (Door frame is painted the standard bronze finish color & door is Imperial Oak.)}
6.00 Keyed interior door locks per the print
(Closets & Break)
4.00 Keyed interior door locks per the print
Classroom Doors: Tell Grade 2 Keyed Locksets (Classroom Function)
7.00 Privacy locks
Tell Grade 2 Lockset (Standard Privacy) located on the single station restroom door.
4.00 6"x30" Fire Lite glass view block (Classroom Doors)

Roof/Ceiling Section

Truss spacing @ 16" O.C.
(UT12w) Transverse truss (Engineered truss)
(UT14w) Transverse truss (Engineered truss)
7/16" x4 x8 EPDM underlayment
Roof covering: 45 mil. Black EPDM (Complex)
*** 1-1/2" X 1/2" X 5/8" "J" rail/mini-gutter with Butyl Tape ***J-rail
mini / gutters is painted to match the top trim***
12" Peel & stick mate-line tape - Black
Ceiling finish: 2'x2' T-grid (Acoustical)
Ceiling finish is 8'-0" above finished floor
16.00 2-Layer 24" ridge-beam construction:
{This beam will be constructed from 2-layers of 3/4" structural grade plywood installed as required and fastened as per approved fastening schedule.}
128.00 4-Layer 24" ridge-beam construction:
{This beam will be constructed from 4-layers of 3/4" structural grade plywood installed as required and fastened as per approved fastening schedule.}
No over-hang/projection on the roof

Plumbing Section

7.00 Restroom description: Single station handicap RR
(1) Adult & (6) Kiddie Restrooms.
7.00 Standard lavatory (wall mount type)
w/ Metal, Wristblade Levers.
7.00 Handicap sink protection - sock for P-trap
1.00 Water closet type: HC accessible w/ std. grab bars
{Includes a vertical grab bar, standard toilet paper holder; unless an upgraded toilet paper holder is listed}
6.00 Kiddie commode w/ grab bars

Initials: _____

6.00 Kiddie commode w/ grab bars
{10" to top of bowl & 11" to top of seat and serves 3 to 4 year olds.
See sealed prints for mounting height of grab bars.} *** {Includes a
standard toilet paper holder}

1.00 20 gallon water heater

1.00 PVC Utility sink w/ legs and STD faucet

1.00 Handicap accessible water cooler

1.00 Hi-lo water cooler (handicap accessible)

Supply Lines are CPVC

Drain/waste lines are PVC

{Please note that all manifolding is done on-site by others}

1.00 Rough-in plumbing for a refrigerator icemaker

{Unless otherwise noted, all appliances are by others.}

NFPA-13 Sprinkler system (Steel)

NFPA-13 sprinkler system, the piping will be stubbed down for customer tie-in & crossovers.
Crossovers will be looped below the mate-line beams. All site-work, including valves, bells, flow
switches, risers, manifolding & final testing, etc., is by the customer. Drawings on the factory
portion of the sprinkler systems will be provided, final engineering is by the customer's agent.
Design will be based on site water pressure calculations of 75 psi static, 60 psi residual flowing
1000 gpm.

0 Special item:

Plumbing inlet has levered-metal cut-off-ball-valve with male thread connection on supply side. ***

No Cast Iron Drain Stub-Outs are included, See options if required *** (See options for Copper
Supply lines if required)

1.00 Special item:

Plumbing angle-stops cannot extend more than 1/2" from finished gypsum.

Electrical Section

5.00 Panel type: Standard 125 AMP

(120/240V Single Phase)

54.00 2'x4' Standard "T-grid type" LED lights

7.00 2'x2' Standard "T-grid type" LED lights

@Restrooms)

4.00 LED wall pk upgrade porch light w/ photo cell

19.00 Wall Mounted Occupancy Sensor

*** Wall Mounted *** {#IOS-DOV-WH} *(As Required)

4.00 Ceiling Mounted Occupancy Sensor

@Classrooms.

2.00 Combo dual head emergency light/exit sign

(LED)

{Quantity is shown budgeted, actual quantity will be as required after
review and per final approved customer drawing}

2.00 Exterior emergency light remote heads as required

(LED)

{Exterior type to match porch lights}

16.00 2"x4" junction box with 3/4" conduit (standard)

(w/ Pull Strings) (4) Per Classroom.

{These junction boxes will be stubbed-up into the attic cavity; all boxes & conduit are empty, all
wiring & devices for monitoring, alarms & security are entirely by others}

Initials: _____

11.00 2"x4" junction box with 3/4" conduit (alarms)
with pull strings (Includes Strobes @Restrooms)
{These junction boxes will be stubbed-up into the attic cavity all boxes & conduit are empty, all wiring & devices for monitoring, alarms & security are entirely by others}
7.00 80 CFM exhaust fan (no light)
(@Restrooms) - (Ran On Sensor)
110 Volt receptacles @ approximately 12' O.C.
{Standard}
5.00 Receptacles Type: 120 Volt 20 Amperage
{Standard 120-volt AC 20 Amperage duplex receptacles}
5.00 Receptacles Type: 120 Volt Tamper Resistant Recept
{Standard 120-volt AC tamper resistant duplex receptacles}
Receptacles / Switches / Covers are white
4.00 GFI receptacles as required (see print)
(NONE @Kiddie Restrooms)
{GFI= Ground Fault Interrupter}
4.00 Exterior use GFI w/ weather proof cover
{In use type with exterior rated GFI receptacle}
1.00 Heat tape receptacle
GFCI protected - located adjacent to water in-let
{Underneath the floor, per the print. ANY & ALL heat tape is entirely by others}
Standard race-way: 12-2 Romex wiring
Race-way: M.C. cable wiring only above the T-grid
4.00 Special item:
(1) Ceiling mounted {120VAC} 20 Amp dedicated powered J-box
located in the center of each classroom.
1.00 Special item:
Please note that all wiring and devices for alarms, mass-notification systems, door alarms, security, speakers, monitoring, and controls are entirely by others onsite.

HVAC Section

5.00 3 Ton wall-mounted unit w/ 15kw heat strip
{15 KW heat strip may require a panel box upgrade when engineered calculations are performed}
4.00 CRV device to be installed in wall-mounted unit
(@Classrooms Only)
158.00 Linear feet of fiberglass supply duct with grilles
60.00 Linear feet of fiberglass return duct w/ grilles
{Oversized as needed}
Plenum Duct Concealed with Chase Wall
5.00 7-day Programmable T-stat (HVAC)
20.00 2'x2' FLB supply grilles for T-grid ceiling
(Fixed Blade/Adjustable Damper)
{FLB is a fixed linear blade diffuser}
5.00 6" Supply grille for T-grid ceiling RR
(@Restrooms)
15.00 2'x2' Return air grilles for T-grid ceiling
0 Special items:
Butter Fly Dampers @Supplies Will Be Located Between The Fiberglass Duct & The Flex Duct To
Allow The Customer To Balance The System

Initials: _____

Cabinets & Furnishings

NO cabinetry quoted

1.00 Special items:

Please note that any-and-all Appliances, Furniture, Lockers, Benches & Equipment are entirely by others onsite.

1.00 Special items:

Please note that *NO Tack Boards, Marker Boards, Projectors or Projector Screens are included in this quotation.

Exterior Section

29 Gauge Hi-rib steel siding (complex)

264.00 29 Gauge Hi-rib steel mansard

(False Mansard)

Standard house wrap installed 100%

{All wrap installed right side up & in a shingled fashion}

Sheathing type: 7/16" O.S.B. shall be installed 100%

0 Special item:

Z-BAR Will Be Used Between The Building Body & The Building Mansard.

0 Special item:

Mini Gutter Termination Bar & Z Bar Between Body & Mansard.

Windows Section

16.00 36x60 VS Bronze metal frame & ins. glass

Low-E (Egress Type Window)

16.00 Vinyl mini-blinds

{Standard colors only}

Exterior Doors Section

2.00 72"x80" Steel Ext. door with 6" x 30" vision panel

{Removable Center Mullion}

2.00 Standard closer

(Grade 1 Tell Closer)

2.00 Standard panic hardware

(Grade 1 Tell w/ Lever Trim)

Insulation Section

Exterior wall includes R-19 unfaced

(Requires 2" x 6" minimum exterior walls) {The noted insulation value is only an estimate and is subject to change based on final engineering}

R-11 Interior wall sound reduction batts

{The noted insulation value is only an estimate and is subject to change based on final engineering}

Floor includes R-30 unfaced

{The noted insulation value is only an estimate and is subject to change based on final engineering}

Roof includes R-49 unfaced

{The noted insulation value is only an estimate and is subject to change based on final engineering}

Initials: _____

Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
DIVISION 1 : GENERAL CONDITIONS					
	1011	Performance Bonds			X
	1040	Building Permits/License		X	
	1500	Temporary Heat/Lighting			X
		Portable Toilets			X
		Temporary Water & Power			X
	1502	Site Cleanup/Dumpster			X
	1700	Closeout/Acceptance	X	X	
	1900	Miscellaneous			
		Taxes			X
		Prevailing Wage Scale (Davis-Bacon)			X
		Safety and Security Access Requirements For Workers		X	
		Project Terms of Payment	X		
		Invoicing Procedure	X		
DIVISION 2 : SITE WORK					
	2000	Site Work			
		Accessibility		X	
		Stake Site/Building Location		X	
	2160	Excavation & Grading			X
		Spoilage Disposal			X
		Erosion Control			X
	2660	Final Connection of Domestic Water To Building (including modular seam crossover piping in ceiling)		X	
	2740	Final Connection of Sewer To Building (including manifolds in crawlspace and vents thru roof)		X	
	2900	Landscaping / Fine Grading		X	
		Seeding		X	
		Restoration		X	
DIVISION 3 : Concrete (SITE ONLY)					
	3300	Foundations	X		
DIVISION 5 : Metals (SITE ONLY)					
	5000	Decks/Landings/Ramps (Engineered Aluminum)	X		
DIVISION 6 : WOOD & PLASTIC (SITE ONLY)					
	6670	Decks/Landings (Pressure Treated Wood)			X
DIVISION 9 : FINISHES (SITE ONLY)					
	9650	VCT Flooring with / without carpet bar	X		
	9680	Carpeting with / without carpet bar			X

Initials: _____

Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
DIVISION 10 : SPECIALTIES (SITE ONLY)					
	10100	Marker/Chalk/Tack Boards			X
	10425	Signage/Braille			X
	10520	Fire Extinguishers		X	
	10532	Awnings		X	
	10800	Toilet Accessories		X	
DIVISION 13 : BUILDING (MODULAR BUILDING)					
	13121	Delivery Of Modular Units To Site Including Transp. Permits	X		
	13122	Piers	X		
		Dry-Stack Block/Steel Piers On ABS Pads			X
		Surface Bond Dry Stack			X
	13123	Set-up	X		
		Structurally Connect Modular Floors & Roofs	X		
		Remove Hitches (Store Under Bldg. If stored in different location, may be an additional cost)	X		
	13125	Trim Out Exterior & Interior Walls/ Ceiling/Floors/Adjust Doors	X		
	13126	Anchor Modular Units Per Design Criteria	X		
	13127	Steel Skirting (Frame, Venting, Access Panel Included)	X		
	13128	Roof Seaming	X		
	13151	Site Construct Connector Corridors			X
DIVISION 16 : ELECTRICAL (SITE ONLY)					
	16410	Connect Electrical Service From Site to Modular Subpanels		X	
		Main Disconnect For Modular Building Connection		X	
		Supply and Install MDP		X	
	16610	Fire / Smoke Alarm Systems		X	
	16620	Security Intrusion System		X	
	16740	Clocks/Bells		X	
	16750	Communication Systems in Modular		X	
		Tap & Extend Existing Comm Service To Site		X	
		Final Connection of Comm System in Modular		X	
	16770	Data Systems in Modular		X	
		Tap & Extend Existing Data Service To Site		X	
		Final Connection of Data System in Modular		X	

Initials: _____

This proposal is valid for 10 calendar days

TIMELINE

- **Contract Start: Signed Contract & upfront payment received**
- **Estimated completion of brand-new office building: Estimated at 2.5 months**
- **Delivery: 1-2 weeks from building completion or issuance of permit**
- **Estimated completion for installation: 2-3 weeks following building delivery**

SCHEDULE NOTES

Additional Information

- Updated completion timeline to be provided when contract and deposit have been received.
- Production delays due to material shortages and current logistics issues are possible.

Please note, production times do not start until the contract and deposit have been received by BOXX Modular.

Initials: _____

modular project Terms & Exclusions

Terms

1.	Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". Building costs and production schedules change daily. At expiration of validity period Price and Delivery are subject to change without notice until Proposer accepts Order.
2.	BOXX's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval
3.	Proposal pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.
4.	Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award, and may be subject to change orders throughout the Project.
5.	Unless otherwise agreed in writing, BOXX will not accept any Liquidated or other damages for delays.
6.	Prior to start of its Work, BOXX shall provide a proper Certificate of Liability Insurance and Worker's Compensation. Unless otherwise agreed in writing, "All Risk" and other special insurance is not provided by BOXX. As of the time of Substantial Completion, or as otherwise agreed, Buyer shall be responsible to insure the building(s), providing insurance coverage in the types and limits as may be required by the contract to adequately protect the interests of all applicable parties.
7.	Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Customer is responsible for paying a personal property fee of eight percent (8%) of the monthly rent (or lease) payment to BOXX.
8.	Unless otherwise agreed in advance as a condition of the Contract, price assumes the use of non-union labor at non-prevailing wages. Any requirement for the payment of prevailing wages or the use of union labor will result in additional charges.
9.	BOXX will take reasonable protective precautions to avoid damage to property and equipment. BOXX will not accept responsibility for damage caused to paved or unpaved surfaces due to weight of heavy equipment.
10.	TITLE – BOXX Modular, Inc. will retain title to the work until such time that they have been paid in full for the delivery, installation and either direct sale or receipt of all amounts due to complete the finance lease of the building(s). BOXX does not waive its rights to retain title and/or to place a lien or claim against the Owner/Buyer/Lessee if it becomes reasonably necessary in order to protect BOXX's interests.
11.	INDEMNIFICATION – BOXX Modular, Inc. will indemnify Owner/Buyer/Lessee to the extent that they are legally responsible and permitted by BOXX's insurance carrier.
12.	START AND COMPLETION DATES - The contract Start Date shall be upon receipt of award and an executed contract. Barring any unforeseen delays, The Completion Date will be in accordance with bid specifications and the attached Schedule (to be confirmed upon receipt of award). BOXX is not responsible for any delays or damages beyond its control including material shortages, strikes or union activity, fire, acts of God, freight embargoes, acts of war or terrorism, delays by regulatory or permit authorities, delays by the Owner or Architect or any employed by them, or any cause of delay beyond the control of BOXX. In no event shall BOXX be responsible for consequential or actual damages.
13.	Labor will be non-union at non-prevailing wages unless required by contract

Exclusions

X = Excluded	
X	1. Impact fees
X	2. All applicable taxes (sales, property & use)
X	3. Bonding
X	4. Special insurance
X	5. Cranes and additional spotting apparatus
X	6. Fire suppression system
X	7. Site security (unless otherwise stated)
X	8. Landscaping, irrigation, paving, walkways, curbing, and site restoration
X	9. Tap fees and lift station (if required)
X	10. Exterior fire rating
X	11. Architect and engineering fees
X	12. Rock removal
X	13. Off-site spoilage removal
X	14. Site utilities and connections to modular building – includes electric, gas, water, and sewer or septic
X	15. Communications services and connection – including but not limited to telephone, data, intercom, intrusion alarm, smoke & fire alarm
X	16. Lightning protection
X	17. Temporary access roads and walkways
X	18. Removal, repair, and/or replacement of obstructing fences, walls or gates
X	19. Temporary electric and water (contractor will supply power source for own tools and equipment)
X	20. Portable toilets
X	21. Laboratory and field testing of materials
X	22. Dedicated full-time site supervisory personnel (foreman will supervise work unless other provisions are required per the contract)
X	23. Costs associated with easement(s)

Initials: _____

modular project Site Requirements

Site Requirements

<i>X = Applicable</i>	
X	1. No provisions allowed for obstructions below grade. If encountered, they would be a change order to the contract at an additional charge
X	2. The site must be level, dewatered, and accessible by truck with adequate turning radius and clearance from road to the site for delivery
X	3. Assumes site with 2,500 psf soil bearing capacity, bearing tests to be provided by Customer
X	4. All site plans and surveys to be provided by Customer
X	5. All underground utilities are to be clearly marked and flagged
X	6. Customer is responsible for obtaining and the cost of all permits, licenses, and Certificate of Occupancy
X	7. Due to volatility in fuel prices delivery charges are subject to a fuel surcharge.
X	8. Staging area adjacent to installation site, including any site improvements required to make it usable, by Customer
X	9. Where applicable, wheels and axles will remain on module(s), but may be removed and stored under for an additional fee
X	10. Site preparation by Customer
X	11. Building removal, return delivery, and site restoration will be billed at prevailing rates at time of return
X	12. Main electrical service to building panels by Customer
X	13. Customer is solely responsible to inform BOXX Modular if site location is in a flood or fire zone
X	14. Customer is responsible for building maintenance

Initials: _____

Important Clarifications

- Building completed according to WV state code. Any local code requirements differing from state code could incur additional cost to bring into compliance. If local requires differing wind speed, snow load, etc. than WV state code, BOXX Modular must be made aware before building production begins.
- St. Joseph School responsible to mark all 4 corners of the building footprint prior to delivery.
- St. Joseph School responsible to mark public and private utility feeds, to include any subsurface communication or lighting circuits.
- BOXX modular is not responsible for underground damage if site is not marked properly.
- Permit to be obtained by St. Joseph School with information assistance from BOXX Modular.
- St. Joseph School is responsible for soils report and flood plain analysis if required by local.
- No flood plain has been considered in this installation, any associated charges at additional charge.
- If prevailing wages are required, installation costs will increase.
- Installation price based upon completely level surface and no issues with ground conditions. Proposal based upon flat surface and getting the finished floor of the building to 36".
- BOXX Modular is not responsible for ground damage due to installing anchors.
- Final electrical and plumbing connections not included.
- Manifolding and final connection for sprinkler system not included.
- Tree and stump removal within setup location is the responsibility of St. Joseph School. Any trees on S Queen St that the school can trim near the entrance to the staging area, would be recommended.
- Contract dependent on route survey confirming the buildings can reach the setup location with no additional cost required.
- Power washing building available at additional cost if requested.
- St. Joseph School to provide temporary fencing.
- Modules will be staged prior to setup in the parking lot adjacent to address 310 S Queen St.

Initials: _____

This proposal is valid for 10 calendar days due to rapid and unpredictable cost increases.

Pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions,
along with timely receipt of any contractually required down payment.

Diocese of Wheeling-Charleston

January 15, 2025

Signature

Print Name

Acceptance Date

BOXX Modular builds for you!



BOXX Modular Inc.

AUTOMATED CLEARING HOUSE (ACH) INFORMATION

Bank Account Name: BOXX Modular Inc.
Bank Name: BMO Harris Bank
ABA Routing Number: 071000288
Account Number: 3538634
Currency: USD
Remittance Advice sent to: accounting@boxxmodular.com

WIRE TRANSFER INFORMATION

Beneficiary Name: BOXX Modular Inc.
Beneficiary Address: 3475 High River Road Fort Worth, TX 76155
Beneficiary Phone Number: 403.206.4747
Beneficiary Bank Account Number: 3538634
Currency: USD
Beneficiary Bank Name: BMO Harris Bank
Beneficiary Bank Address: 111 West Monroe Chicago Illinois 60603
ABA Routing Number: 071000288
SWIFT Code (International Wire): HATRUS44
Remittance Advice sent to: accounting@boxxmodular.com

For check payments, please make checks payable to **BOXX Modular, Inc.** and mail it to BOXX Modular, Inc. : 717 Constitution Dr., Suite 100, Exton, PA 19341

For courier: BMO Harris Bank, Attn: Conduent Processing Lockbox 675103, 2720 Hillcrest Rd/Suite #115, Dallas, TX 75230

Please contact our Treasury Department for any questions.

Email: treasury@blackdiamondgroup.com
Telephone: 403-206-4747
Fax: 403-264-9281

Black Diamond Group Limited
1000, 440 2nd Avenue SW
Calgary, AB T2P 5E9 Canada



THE City OF Martinsburg

Planning Department * 232 N. Queen Street * Martinsburg, WV 25401 * 304.264.2131

SUBDIVISION APPLICATION
PRELIMINARY/FINAL (please circle one) REVIEW AND APPROVAL

CASE NO: 2025-19-FP

DATE SUBMITTED: 02/18/2025

NAME OF SUBDIVISION: The Gallery Section 2 Phase 7 - Phase 1

LOCATION OF PROPERTY: Klee Drive, Martinsburg, WV 25403

APPLICANT/DEVELOPER: DRB Group

ADDRESS: 10313 Arnett Dr, Ste 101, Hagerstown, MD 21740

PHONE NUMBER: 240-420-6046

ENGINEER/SURVEYOR: Morris & Ritchie Associates, INC

ADDRESS: 205 E. Hirst Road, Ste 106, Purcellville, VA 20132

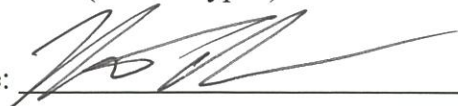
SIGNATURE: 
(Applicant or Agent)

DESCRIPTION OF PROPOSED PROJECT:
Final plat for 55 town-home lots located within The Gallery subdivision.

SUBMISSION

I (Owner) have read the material in this package and understand what is required by the Martinsburg Planning Commission. I also understand that all required material will be completed prior to the submission of my site plan.

Name: Matthew Monahan Date: 2/18/25
(Printed/typed)

Signature: 

SUBDIVISION REGULATIONS CHECKLIST

STEP 1: PRELIMINARY PLAT FOR SUBDIVISION

_____ A. The owner or subdivider provides a preliminary plan of the subdivision which shall show the manner in which the proposed subdivision is coordinated with the Comprehensive Plan and with relation to the requirements of the Thoroughfare Plan.

B. The subdivider provides the following:

1. Location Map (which may be prepared by indicating the data notations on available maps) showing:

- _____ a. Subdivision name and location
- _____ b. Name of all property owners within 200 feet.
- _____ c. Zoning classification of tract and adjoining properties and any change.
- _____ d. Title, scale, north and date.
- _____ e. Computation of total land area.

2. A Preliminary Plat* showing:

- _____ a. Proposed name of the subdivision.
- _____ b. Names and addresses of the owner; subdivider; City Planner; and the Land Planning Consultant, Engineer or Surveyor who prepared the plan.
- _____ c. Street and rights-of-way on and adjoining the site of the proposed subdivision, showing the names (which for new streets shall not duplicate other names of streets in the Community except for extensions of existing streets) which shall meet the approval of the Commission and including roadway widths, approximate gradients, types and widths of pavements, curbs, sidewalks, crosswalks, tree planting, lighting, fire hydrants, drainage, water and sewer.
- _____ d. Easements: Locations, widths and purposes.
- _____ e. Statement concerning the location and approximate size or capacity of utilities to be installed.
- _____ f. Layouts of Lots, showing dimensions and numbers.

** The Preliminary Plat shall be labeled "Preliminary Plat" in large conspicuous letters.*

- _____ g. Parcels of land proposed to be dedicated or reserved for schools, parks, playgrounds or other public, semipublic or community purposes.
- _____ h. Contours at vertical intervals of two (2) feet if the general slope of the site is less than ten percent (10%) and at vertical intervals of five (5) feet if the general slope is ten percent (10%) greater.
- _____ i. Tract boundary lines showing dimensions, bearing, angles, and references to known land lines or bench markers, and proposed new reference points.
- _____ j. Building setback lines.
- _____ k. Legend and notes.
- _____ l. Other features or conditions that would affect the subdivision favorably or adversely.
- _____ m. Scale**, north point and date.
- _____ n. If individual walls and/or septic tanks are proposed, show subsurface conditions on the proposed subdivision, including location and results of tests made to ascertain surface soil, rock and ground water conditions. Show location and results of soil percolation tests in accordance with the specifications of the State Department of Health. Due regard shall be given to the effects of cut and fill which may make such data obsolete. Anticipated areas of cut and fill shall be noted upon the Preliminary Plat.

STEP 2: PRELIMINARY PLAT APPROVAL

A. After an application for approval of a plat of a subdivision, together with six (6) copies of all maps and data has been filed and accompanied by required fee, the Commission shall review the Preliminary Plat and give its acceptance or return the plat to the subdivider with suggestions for changes. No application will be considered at a meeting unless it has been filed with the Commission at least ten (10) days before the date of such meetings.

***The Preliminary Plat of the subdivision shall be drawn to a scale of fifty (50) feet to one (1) inch, or one hundred (100) feet to one (1) inch; provided however, that if the resulting drawing would be over thirty-six (36) inches in shortest dimension, a scale as recommended by the Commission may be used.*

CITY OF MARTINSBURG
PLANNING COMMISSION
APPLICATION and MEETING DATES for 2025

SUBDIVISION/SITE PLAN APPLICATION DEADLINES
JANUARY 2025 – DECEMBER 2025

MEETING DATE (6PM)	SUBDIVISION/SITE PLAN DEEMED COMPLETE DEADLINE	TO THE JOURNAL (12PM)	POSTING &/or PUBLICATION DATE
1/8/2025	11/27/2024	12/4/2024	12/9/2024
2/5/2025	12/23/2024	12/30/2024	1/6/2025
3/5/2025	1/24/2025	1/29/2025	2/3/2025
4/2/2025	2/21/2025	2/26/2025	3/3/2025
5/7/2025	3/28/2025	4/2/2025	4/7/2025
6/4/2025	4/25/2025	4/30/2025	5/5/2025
7/2/2025	5/30/2025	6/4/2025	6/9/2025
8/6/2025	6/27/2025	7/2/2025	7/7/2025
9/3/2025	7/25/2025	7/30/2025	8/4/2025
10/1/2025	8/22/2025	8/26/2025	8/29/2025
11/5/2025	9/26/2025	10/1/2025	10/6/2025
12/3/2025	10/24/2025	10/29/2025	11/3/2025

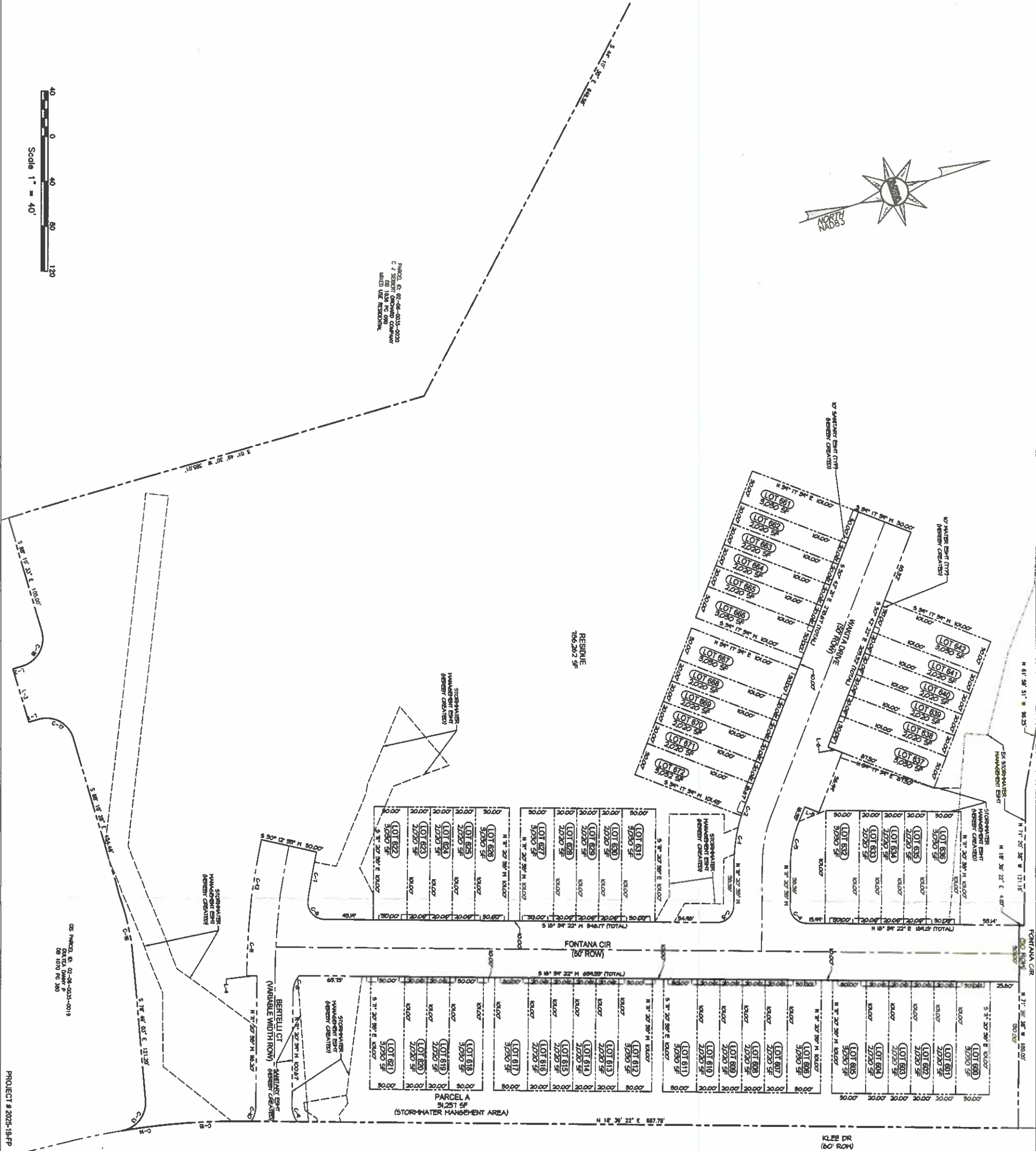
Project Bonding Estimate

Project:	The Gallery Section 2 Phase 7 - Phase 1
Owner:	DRB
Date:	2/17/2025
Engineer:	Morris & Ritchie Associates, Inc.
Description:	Phase 1 Final Plat
File Number:	
Bonded Improvements:	

Stabilized Construction Entrance	1	EA.	@	\$750.00	\$750.00
Ditch Lines	0	L.F.	@	\$3.50	\$0.00
Excavation	2118	C.Y.	@	\$8.50	\$18,003.00
Fill	2845	C.Y.	@	\$6.00	\$17,070.00
Topsoil	1673	C.Y.	@	\$10.00	\$16,730.00
1" Bituminous Surface		TON	@	\$100.00	\$0.00
2" Bituminous Base		TON	@	\$100.00	\$0.00
1.5" Bituminous Surface	315	TON	@	\$100.00	\$31,500.00
3" Bituminous Base	630	TON	@	\$100.00	\$63,000.00
6" Stone Base	0	TON	@	\$20.00	\$0.00
7" Stone Base	940	TON	@	\$20.00	\$18,800.00
6" Stone Shoulder	0	TON	@	\$20.00	\$0.00
12" CMP Storm Drainage Pipe	0	L.F.	@	\$45.00	\$0.00
15" CMP Storm Drainage Pipe	0	L.F.	@	\$50.00	\$0.00
18" CMP Storm Drainage Pipe	184	L.F.	@	\$55.00	\$10,120.00
21" CMP Storm Drainage Pipe	30	L.F.	@	\$90.00	\$2,700.00
24" CMP Storm Drainage Pipe	276	L.F.	@	\$115.00	\$31,740.00
27" CMP Storm Drainage Pipe	0	L.F.	@	\$120.00	\$0.00
30" CMP Storm Drainage Pipe	91	L.F.	@	\$125.00	\$11,375.00
36" CMP Storm Drainage Pipe	350	L.F.	@	\$130.00	\$45,500.00
42" CMP Storm Drainage Pipe	244	L.F.	@	\$140.00	\$34,160.00
48" CMP Storm Drainage Pipe	0	L.F.	@	\$145.00	\$0.00
60" CMP Storm Drainage Pipe	0	L.F.	@	\$155.00	\$0.00
Drop Inlet	7	EA.	@	\$1,250.00	\$8,750.00
CMP End Sections	0	EA.	@	\$250.00	\$0.00
6" PVC Water	0	L.F.	@	\$30.00	\$0.00
8" PVC Water	1346	L.F.	@	\$35.00	\$47,110.00
6" Fire Hydrant	2	EA.	@	\$3,000.00	\$6,000.00
Blow Off Valve	0	EA.	@	\$750.00	\$0.00
Water Service laterals	55	EA.	@	\$500.00	\$27,500.00
6" Sanitary Sewer	0	L.F.	@	\$50.00	\$0.00
8" Sanitary Sewer	1190	L.F.	@	\$60.00	\$71,400.00
Manholes	6	EA.	@	\$3,000.00	\$18,000.00
Cleanouts	0	EA.	@	\$300.00	\$0.00
Sewer Service laterals	55	EA.	@	\$500.00	\$27,500.00
Seed and Mulch	11564	S.Y.	@	\$1.00	\$11,564.00
Silt Fence	991	L.F.	@	\$3.50	\$3,468.50
Super Silt Fence	0	L.F.	@	\$8.00	\$0.00
Sediment Trap	0	C.Y.	@	\$12.00	\$0.00
Jute Matting	0	L.F.	@	\$3.50	\$0.00
Rip Rap 12" Thick	77	S.Y.	@	\$45.00	\$3,465.00
3-D Geotextile	0	S.Y.	@	\$6.00	\$0.00
Rock Check Dams	1	EA.	@	\$100.00	\$100.00



Diversion Ditch		L.F.	@	\$2.50	\$0.00
Inlet Protection	6	EA.	@	\$100.00	\$600.00
SWM Basins	0	EA.	@	\$23,560.00	\$0.00
SWM Detention Ponds	4	EA.	@	\$6,730.00	\$26,920.00
Riser	0	EA.	@	\$3,000.00	\$0.00
Dewatering Device	0	EA.	@	\$3,000.00	\$0.00
Sewer Treatment Plant	0	GAL	@	\$4.00	\$0.00
Sidewalk	10875	S.F.	@	\$6.00	\$65,250.00
Guardrails	0	L.F.	@	\$20.00	\$0.00
Signs	6	EA.	@	\$100.00	\$600.00
Trees for Park	42	EA.	@	\$125.00	\$5,250.00
Shrubs	0	EA.	@	\$35.00	\$0.00
Gravel Parking Lot	0	TON	@	\$20.00	\$0.00
Straw Bale Dikes	0	EA.	@	\$15.00	\$0.00
Property Corners	55	EA.	@	\$100.00	\$5,500.00
Curb & Gutter	2484	L.F.	@	\$35.00	\$86,940.00
Chain Link Fence	0	L.F.	@	\$12.00	\$0.00
Sub Total					\$717,365.50
Administration (15%)					\$107,604.83
Inflation (5%)					\$35,868.28
Total					\$860,838.60





THE City OF Martinsburg

Planning Department * 232 N. Queen Street * Martinsburg, WV 25401 * 304.264.2131

SUBDIVISION APPLICATION
PRELIMINARY(FINAL (please circle one)) REVIEW AND APPROVAL

CASE NO: 2022-87-FP

DATE SUBMITTED: 9/12/22

NAME OF SUBDIVISION: The Gallery Section 2 Phase 3B

LOCATION OF PROPERTY: The Gallery Subdivision

APPLICANT/DEVELOPER: DRB Group West Virginia, LLC

ADDRESS: 10212 Governor Lane Blvd. STE 1006. Williamsport, MD 21795

PHONE NUMBER: 204-420-6046

ENGINEER/SURVEYOR: Morris & Ritchie Associates, INC

ADDRESS: 604 South King St, Suite 200

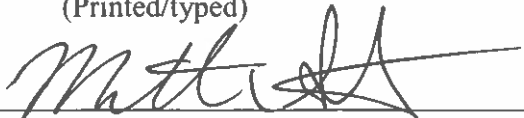
SIGNATURE: 
 (Applicant or Agent)

DESCRIPTION OF PROPOSED PROJECT:
Final Plat for 33 single family home lots located with The Gallery subdivision.

SUBMISSION

I (Owner) have read the material in this package and understand what is required by the Martinsburg Planning Commission. I also understand that all required material will be completed prior to the submission of my site plan.

Name: Matt Stare Date: 9/12/22
 (Printed/typed)

Signature: 

SUBDIVISION REGULATIONS CHECKLIST

STEP 1: PRELIMINARY PLAT FOR SUBDIVISION

_____ A. The owner or subdivider provides a preliminary plan of the subdivision which shall show the manner in which the proposed subdivision is coordinated with the Comprehensive Plan and with relation to the requirements of the Thoroughfare Plan.

B. The subdivider provides the following:

1. Location Map (which may be prepared by indicating the data notations on available maps) showing:

- _____ a. Subdivision name and location
- _____ b. Name of all property owners within 200 feet.
- _____ c. Zoning classification of tract and adjoining properties and any change.
- _____ d. Title, scale, north and date.
- _____ e. Computation of total land area.

2. A Preliminary Plat* showing:

- _____ a. Proposed name of the subdivision.
- _____ b. Names and addresses of the owner; subdivider; City Planner; and the Land Planning Consultant, Engineer or Surveyor who prepared the plan.
- _____ c. Street and rights-of-way on and adjoining the site of the proposed subdivision, showing the names (which for new streets shall not duplicate other names of streets in the Community except for extensions of existing streets) which shall meet the approval of the Commission and including roadway widths, approximate gradients, types and widths of pavements, curbs, sidewalks, crosswalks, tree planting, lighting, fire hydrants, drainage, water and sewer.
- _____ d. Easements: Locations, widths and purposes.
- _____ e. Statement concerning the location and approximate size or capacity of utilities to be installed.
- _____ f. Layouts of Lots, showing dimensions and numbers.

** The Preliminary Plat shall be labeled "Preliminary Plat" in large conspicuous letters.*

- _____ g. Parcels of land proposed to be dedicated or reserved for schools, parks, playgrounds or other public, semipublic or community purposes.
- _____ h. Contours at vertical intervals of two (2) feet if the general slope of the site is less than ten percent (10%) and at vertical intervals of five (5) feet if the general slope is ten percent (10%) greater.
- _____ i. Tract boundary lines showing dimensions, bearing, angles, and references to known land lines or bench markers, and proposed new reference points.
- _____ j. Building setback lines.
- _____ k. Legend and notes.
- _____ l. Other features or conditions that would affect the subdivision favorably or adversely.
- _____ m. Scale**, north point and date.
- _____ n. If individual walls and/or septic tanks are proposed, show subsurface conditions on the proposed subdivision, including location and results of tests made to ascertain surface soil, rock and ground water conditions. Show location and results of soil percolation tests in accordance with the specifications of the State Department of Health. Due regard shall be given to the effects of cut and fill which may make such data obsolete. Anticipated areas of cut and fill shall be noted upon the Preliminary Plat.

STEP 2: PRELIMINARY PLAT APPROVAL

A. After an application for approval of a plat of a subdivision, together with six (6) copies of all maps and data has been filed and accompanied by required fee, the Commission shall review the Preliminary Plat and give its acceptance or return the plat to the subdivider with suggestions for changes. No application will be considered at a meeting unless it has been filed with the Commission at least ten (10) days before the date of such meetings.

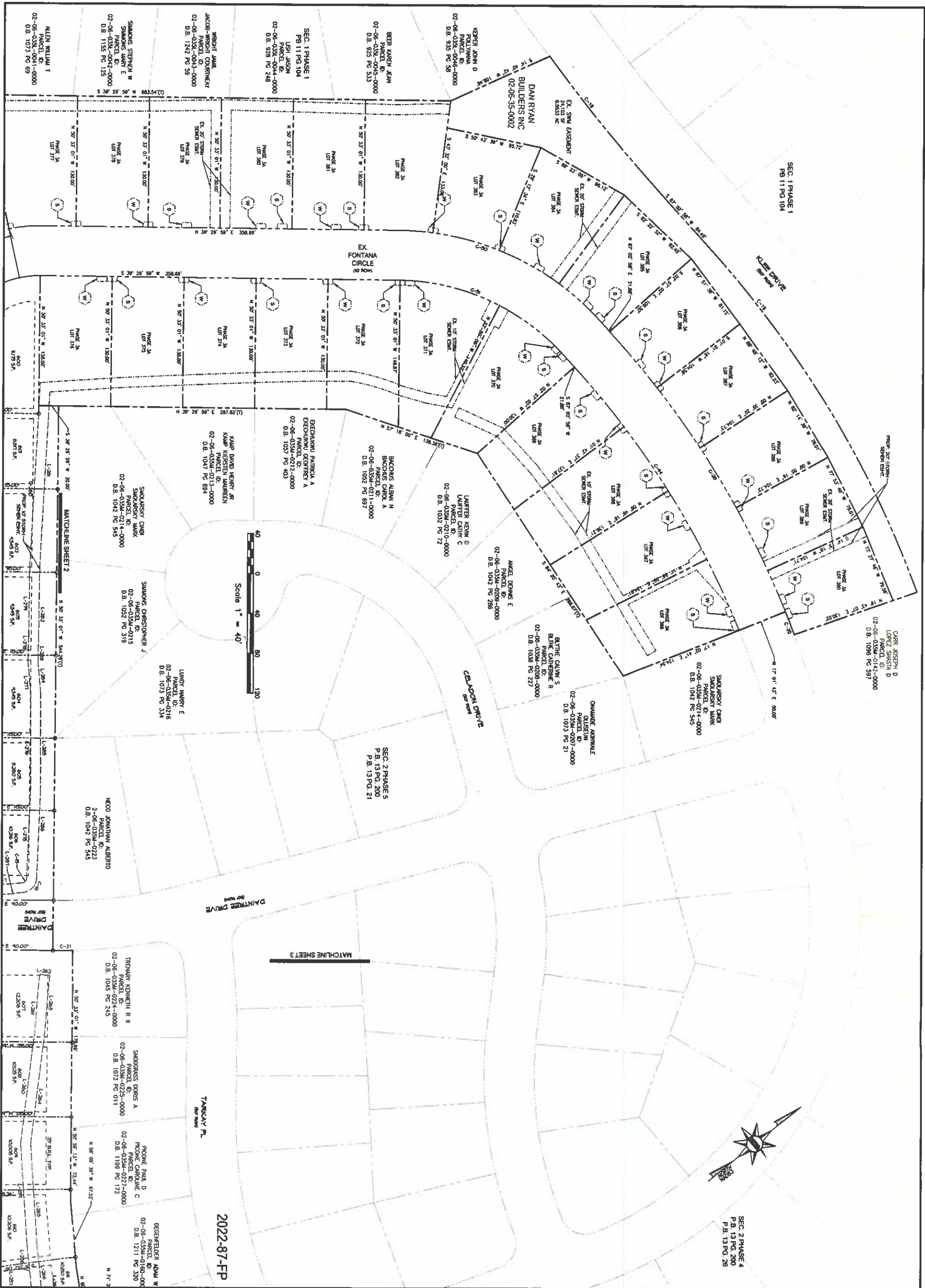
***The Preliminary Plat of the subdivision shall be drawn to a scale of fifty (50) feet to one (1) inch, or one hundred (100) feet to one (1) inch; provided however, that if the resulting drawing would be over thirty-six (36) inches in shortest dimension, a scale as recommended by the Commission may be used.*

Project Bonding Estimate

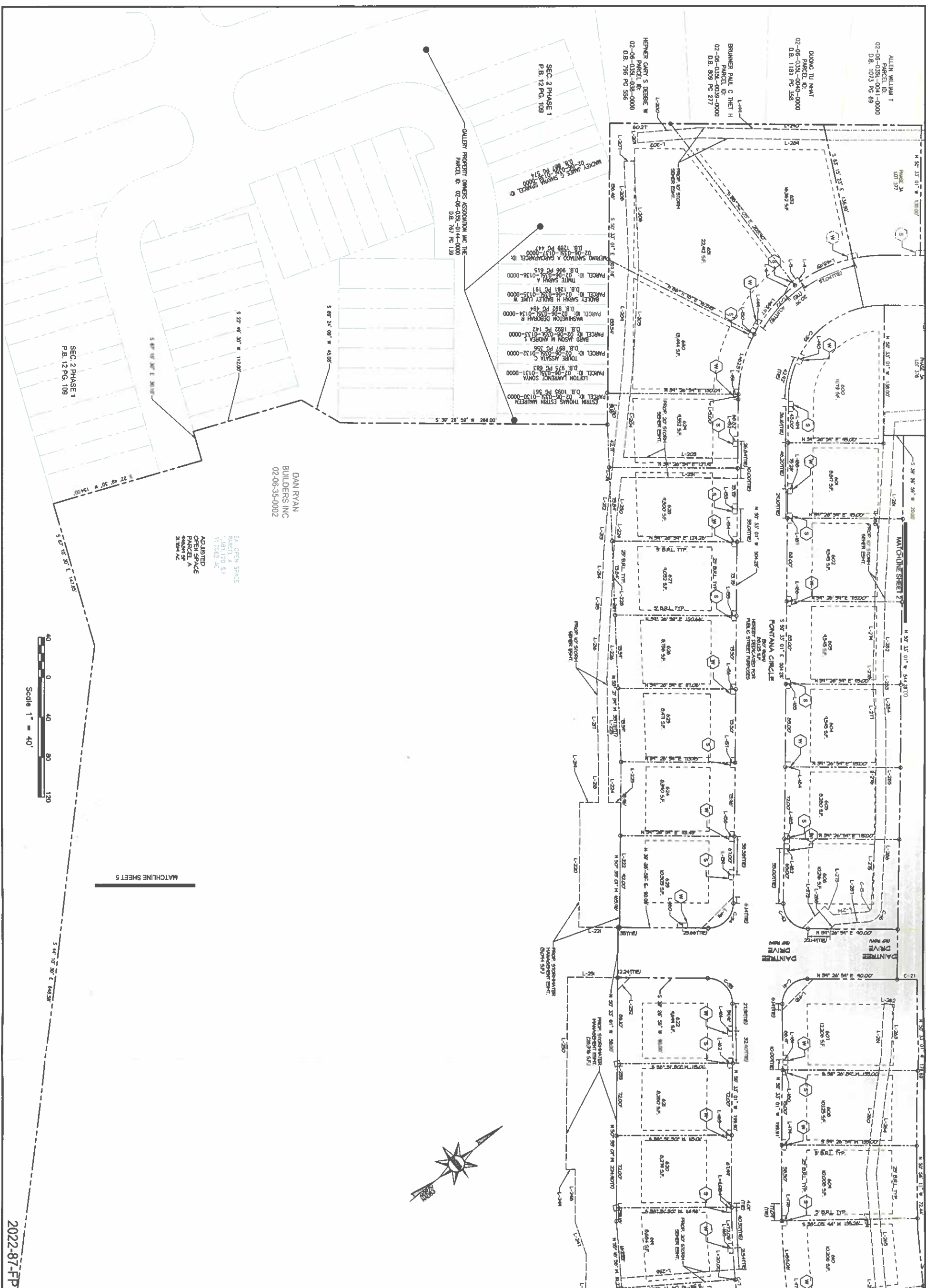
Project:	The Gallery Section 2 Phase 3
Owner:	Dan Ryan Builders, Inc.
Date:	4/27/2022
Engineer:	Morris & Ritchie Associates, Inc.
Description:	Bond Estimate for Section 2 Phase 3B
File Number:	SP#21-00029
Bonded Improvements:	Phase 3B

Stabilized Construction Entrance	0	EA.	@	\$750.00	\$0.00
Ditch Lines	0	L.F.	@	\$3.50	\$0.00
Excavation	0	C.Y.	@	\$8.50	\$0.00
Fill	0	C.Y.	@	\$6.00	\$0.00
Topsoil	0	C.Y.	@	\$10.00	\$0.00
1" Bituminous Surface	0	TON	@	\$100.00	\$0.00
2" Bituminous Base	0	TON	@	\$100.00	\$0.00
1.5" Bituminous Surface	425	TON	@	\$100.00	\$42,500.00
3" Bituminous Base	849	TON	@	\$100.00	\$84,900.00
6" Stone Base	0	TON	@	\$20.00	\$0.00
7" Stone Base	1803	TON	@	\$20.00	\$36,060.00
6" Stone Shoulder	0	TON	@	\$20.00	\$0.00
12" CMP Storm Drainage Pipe	0	L.F.	@	\$45.00	\$0.00
15" CMP Storm Drainage Pipe	437.85	L.F.	@	\$50.00	\$21,892.50
18" CMP Storm Drainage Pipe	532.74	L.F.	@	\$55.00	\$29,300.70
21" CMP Storm Drainage Pipe	374.19	L.F.	@	\$90.00	\$33,677.10
24" CMP Storm Drainage Pipe	0	L.F.	@	\$115.00	\$0.00
27" CMP Storm Drainage Pipe	0	L.F.	@	\$120.00	\$0.00
30" CMP Storm Drainage Pipe	0	L.F.	@	\$125.00	\$0.00
36" CMP Storm Drainage Pipe	0	L.F.	@	\$130.00	\$0.00
42" CMP Storm Drainage Pipe	0	L.F.	@	\$140.00	\$0.00
48" CMP Storm Drainage Pipe	0	L.F.	@	\$145.00	\$0.00
Drop Inlet	17	EA.	@	\$1,250.00	\$21,250.00
CMP End Sections	5	EA.	@	\$250.00	\$1,250.00
6" PVC Water	0	L.F.	@	\$30.00	\$0.00
8" PVC Water	1757.3	L.F.	@	\$35.00	\$61,506.20
6" Fire Hydrant	2	EA.	@	\$3,000.00	\$6,000.00
Blow Off Valve	0	EA.	@	\$750.00	\$0.00
Water Service laterals	24	EA.	@	\$500.00	\$12,000.00
6" Sanitary Sewer	0	L.F.	@	\$50.00	\$0.00
8" Sanitary Sewer	1635.4	L.F.	@	\$60.00	\$98,125.80
Manholes	10	EA.	@	\$3,000.00	\$30,000.00
Cleanouts	10	EA.	@	\$300.00	\$3,000.00
Sewer Service laterals	20	EA.	@	\$500.00	\$10,000.00
Seed and Mulch	0	S.Y.	@	\$1.00	\$0.00
Silt Fence	0	L.F.	@	\$3.50	\$0.00
Super Silt Fence	0	L.F.	@	\$8.00	\$0.00
Sediment Trap	0	C.Y.	@	\$12.00	\$0.00
Jute Matting	0	L.F.	@	\$3.50	\$0.00
Rip Rap 12" Thick	0	S.Y.	@	\$45.00	\$0.00
3-D Geotextile	0	S.Y.	@	\$6.00	\$0.00
Rock Check Dams	0	EA.	@	\$100.00	\$0.00
Diversion Ditch	0	L.F.	@	\$2.50	\$0.00
Inlet Protection	0	EA.	@	\$100.00	\$0.00
SWM Basins	0	EA.	@	\$0.00	\$0.00
SWM Detention Ponds	0	EA.	@	\$0.00	\$0.00
Riser	0	EA.	@	\$3,000.00	\$0.00
Dewatering Device	0	EA.	@	\$3,000.00	\$0.00
Sewer Treatment Plant	0	GAL	@	\$4.00	\$0.00
Sidewalk	17014	S.F.	@	\$6.00	\$102,084.00
Guardrails	0	L.F.	@	\$20.00	\$0.00
Signs	0	EA.	@	\$100.00	\$0.00
Trees for Park	0	EA.	@	\$125.00	\$0.00
Shrubs	0	EA.	@	\$35.00	\$0.00
Gravel Parking Lot	0	TON	@	\$20.00	\$0.00
garage and driveway pads (parking)	0	EA.	@	\$5,000.00	\$0.00
Straw Bale Dikes	0	EA.	@	\$15.00	\$0.00
Property Corners	28	EA.	@	\$100.00	\$2,800.00
Curb & Gutter	3421	L.F.	@	\$35.00	\$119,735.00
Chain Link Fence	0	L.F.	@	\$12.00	\$0.00

Sub Total	\$716,081.30
Administration (15%)	\$107,412.20
Inflation (5%)	\$35,804.07
Total	\$859,297.56



FINAL PLAT				MORRIS & RITCHIE ASSOCIATES, INC. ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS 804 SOUTH KING STREET, SUITE 200 LEESBURG, VA 20176 PHONE: (703) 994-4047 MRAGTA.COM Copyright 2022 Morris & Ritchie Associates, Inc.	DATE 10/20/22	REVISIONS
THE GALLERY SECTION 2 PHASE 3B - LOTS 600-632 TAX MAP 35 PARCEL DB 1005 PG 492 CITY OF MARTINSBURG, WEST VIRGINIA					CITY COMMENTS	
2022-87-FP						



DATE	REVISIONS
10/20/22	CITY COMMENTS

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
604 SOUTH KING STREET, SUITE 200
LEESBURG, VA 20175
PHONE: (703) 994 - 4047
MRAGTA.COM



FINAL PLAT
THE GALLERY
SECTION 2 PHASE 3B - LOTS 600-632
TAX MAP 35 PARCEL DB 1005 PG 492
CITY OF MARTINSBURG, WEST VIRGINIA

JOB NO: 20878
SCALE: 1"=40'
DATE: 04/13/2022
DRAWN BY: JET
DESIGN BY: JAE
REVIEW BY: JAE
SHEET: 3 OF 5



THE City OF Martinsburg

Planning Department * 232 N. Queen Street * Martinsburg, WV 25401 * 304.264.2131

SUBDIVISION APPLICATION **PRELIMINARY** FINAL (please circle one) REVIEW AND APPROVAL

CASE NO: 2022-86-FP
 DATE SUBMITTED: 9/12/22
 NAME OF SUBDIVISION: The Gallery Section 2 Phase 3A
 LOCATION OF PROPERTY: The Gallery Subdivision
 APPLICANT/DEVELOPER: DRB Group West Virginia, LLC
 ADDRESS: 10212 Governor Lane Blvd. STE 1006. Williamsport, MD 21795

PHONE NUMBER: 204-420-6046
 ENGINEER/SURVEYOR: Morris & Ritchie Associates, INC
 ADDRESS: 604 South King St, Suite 200

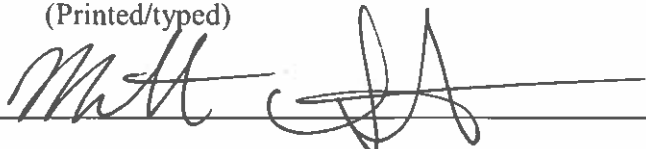
SIGNATURE: 
 (Applicant or Agent)

DESCRIPTION OF PROPOSED PROJECT:
Final Plat for 25 single family home lots located with The Gallery subdivision.

SUBMISSION

I (Owner) have read the material in this package and understand what is required by the Martinsburg Planning Commission. I also understand that all required material will be completed prior to the submission of my site plan.

Name: Matt Stare Date: 9/12/22
 (Printed/typed)

Signature: 

SUBDIVISION REGULATIONS CHECKLIST

STEP 1: PRELIMINARY PLAT FOR SUBDIVISION

_____ A. The owner or subdivider provides a preliminary plan of the subdivision which shall show the manner in which the proposed subdivision is coordinated with the Comprehensive Plan and with relation to the requirements of the Thoroughfare Plan.

B. The subdivider provides the following:

1. Location Map (which may be prepared by indicating the data notations on available maps) showing:

- _____ a. Subdivision name and location
- _____ b. Name of all property owners within 200 feet.
- _____ c. Zoning classification of tract and adjoining properties and any change.
- _____ d. Title, scale, north and date.
- _____ e. Computation of total land area.

2. A Preliminary Plat* showing:

- _____ a. Proposed name of the subdivision.
- _____ b. Names and addresses of the owner; subdivider; City Planner; and the Land Planning Consultant, Engineer or Surveyor who prepared the plan.
- _____ c. Street and rights-of-way on and adjoining the site of the proposed subdivision, showing the names (which for new streets shall not duplicate other names of streets in the Community except for extensions of existing streets) which shall meet the approval of the Commission and including roadway widths, approximate gradients, types and widths of pavements, curbs, sidewalks, crosswalks, tree planting, lighting, fire hydrants, drainage, water and sewer.
- _____ d. Easements: Locations, widths and purposes.
- _____ e. Statement concerning the location and approximate size or capacity of utilities to be installed.
- _____ f. Layouts of Lots, showing dimensions and numbers.

** The Preliminary Plat shall be labeled "Preliminary Plat" in large conspicuous letters.*

- _____ g. Parcels of land proposed to be dedicated or reserved for schools, parks, playgrounds or other public, semipublic or community purposes.
- _____ h. Contours at vertical intervals of two (2) feet if the general slope of the site is less than ten percent (10%) and at vertical intervals of five (5) feet if the general slope is ten percent (10%) greater.
- _____ i. Tract boundary lines showing dimensions, bearing, angles, and references to known land lines or bench markers, and proposed new reference points.
- _____ j. Building setback lines.
- _____ k. Legend and notes.
- _____ l. Other features or conditions that would affect the subdivision favorably or adversely.
- _____ m. Scale**, north point and date.
- _____ n. If individual walls and/or septic tanks are proposed, show subsurface conditions on the proposed subdivision, including location and results of tests made to ascertain surface soil, rock and ground water conditions. Show location and results of soil percolation tests in accordance with the specifications of the State Department of Health. Due regard shall be given to the effects of cut and fill which may make such data obsolete. Anticipated areas of cut and fill shall be noted upon the Preliminary Plat.

STEP 2: PRELIMINARY PLAT APPROVAL

A. After an application for approval of a plat of a subdivision, together with six (6) copies of all maps and data has been filed and accompanied by required fee, the Commission shall review the Preliminary Plat and give its acceptance or return the plat to the subdivider with suggestions for changes. No application will be considered at a meeting unless it has been filed with the Commission at least ten (10) days before the date of such meetings.

***The Preliminary Plat of the subdivision shall be drawn to a scale of fifty (50) feet to one (1) inch, or one hundred (100) feet to one (1) inch; provided however, that if the resulting drawing would be over thirty-six (36) inches in shortest dimension, a scale as recommended by the Commission may be used.*

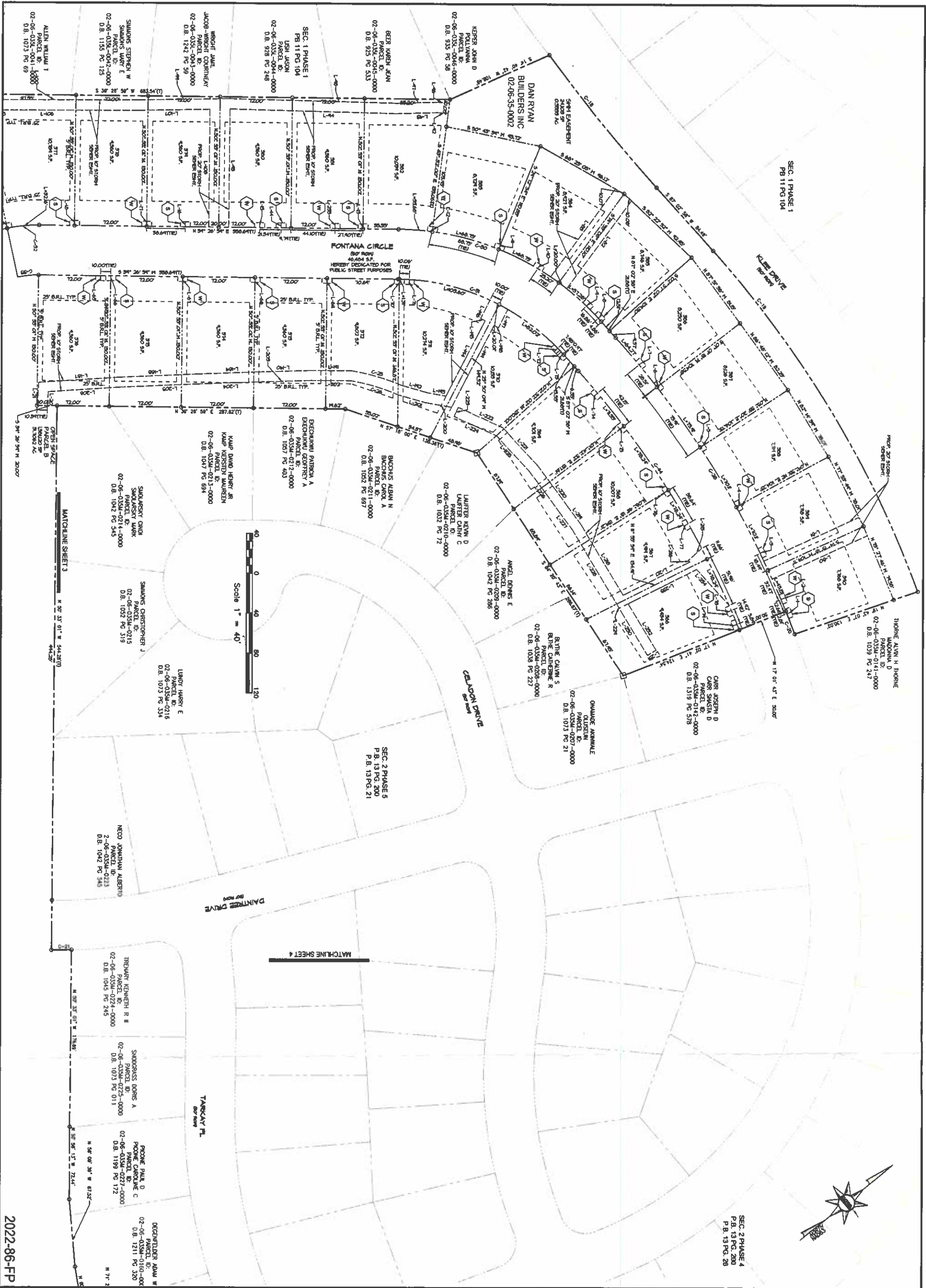
Project Bonding Estimate

Project:	The Gallery Section 2 Phase 3
Owner:	Dan Ryan Builders, Inc.
Date:	4/27/2022
Engineer:	Morris & Ritchie Associates, Inc.
Description:	Bond Estimate for Section 2 Phase 3A
File Number:	SP#21-00029
Bonded Improvements:	Phase 3A



Stabilized Construction Entrance	0	EA.	@	\$750.00	\$0.00
Ditch Lines	0	L.F.	@	\$3.50	\$0.00
Excavation	0	C.Y.	@	\$8.50	\$0.00
Fill	0	C.Y.	@	\$6.00	\$0.00
Topsoil	0	C.Y.	@	\$10.00	\$0.00
1" Bituminous Surface	0	TON	@	\$100.00	\$0.00
2" Bituminous Base	0	TON	@	\$100.00	\$0.00
1.5" Bituminous Surface	216	TON	@	\$100.00	\$21,600.00
3" Bituminous Base	431	TON	@	\$100.00	\$43,100.00
6" Stone Base	0	TON	@	\$20.00	\$0.00
7" Stone Base	927	TON	@	\$20.00	\$18,540.00
6" Stone Shoulder	0	TON	@	\$20.00	\$0.00
12" CMP Storm Drainage Pipe	0	L.F.	@	\$45.00	\$0.00
15" CMP Storm Drainage Pipe	199.81	L.F.	@	\$50.00	\$9,990.50
18" CMP Storm Drainage Pipe	191.65	L.F.	@	\$55.00	\$10,540.75
21" CMP Storm Drainage Pipe	73.95	L.F.	@	\$90.00	\$6,655.50
24" CMP Storm Drainage Pipe	0	L.F.	@	\$115.00	\$0.00
27" CMP Storm Drainage Pipe	0	L.F.	@	\$120.00	\$0.00
30" CMP Storm Drainage Pipe	0	L.F.	@	\$125.00	\$0.00
36" CMP Storm Drainage Pipe	0	L.F.	@	\$130.00	\$0.00
42" CMP Storm Drainage Pipe	0	L.F.	@	\$140.00	\$0.00
48" CMP Storm Drainage Pipe	0	L.F.	@	\$145.00	\$0.00
Drop Inlet	8	EA.	@	\$1,250.00	\$10,000.00
CMP End Sections	3	EA.	@	\$250.00	\$750.00
6" PVC Water	0	L.F.	@	\$30.00	\$0.00
8" PVC Water	923.2	L.F.	@	\$35.00	\$32,312.00
6" Fire Hydrant	2	EA.	@	\$3,000.00	\$6,000.00
Blow Off Valve	0	EA.	@	\$750.00	\$0.00
Water Service laterals	19	EA.	@	\$500.00	\$9,500.00
6" Sanitary Sewer	0	L.F.	@	\$50.00	\$0.00
8" Sanitary Sewer	875.87	L.F.	@	\$60.00	\$52,552.20
Manholes	5	EA.	@	\$3,000.00	\$15,000.00
Cleanouts	9	EA.	@	\$300.00	\$2,700.00
Sewer Service laterals	17	EA.	@	\$500.00	\$8,500.00
Seed and Mulch	0	S.Y.	@	\$1.00	\$0.00
Silt Fence	0	L.F.	@	\$3.50	\$0.00
Super Silt Fence	0	L.F.	@	\$8.00	\$0.00
Sediment Trap	0	C.Y.	@	\$12.00	\$0.00
Jute Matting	0	L.F.	@	\$3.50	\$0.00
Rip Rap 12" Thick	0	S.Y.	@	\$45.00	\$0.00
3-D Geotextile	0	S.Y.	@	\$6.00	\$0.00
Rock Check Dams	0	EA.	@	\$100.00	\$0.00
Diversion Ditch	0	L.F.	@	\$2.50	\$0.00
Inlet Protection	0	EA.	@	\$100.00	\$0.00
SWM Basins	0	EA.	@	\$0.00	\$0.00
SWM Detention Ponds	0	EA.	@	\$0.00	\$0.00
Riser	0	EA.	@	\$3,000.00	\$0.00
Dewatering Device	0	EA.	@	\$3,000.00	\$0.00
Sewer Treatment Plant	0	GAL	@	\$4.00	\$0.00
Sidewalk	9429	S.F.	@	\$6.00	\$56,574.00
Guardrails	0	L.F.	@	\$20.00	\$0.00
Signs	0	EA.	@	\$100.00	\$0.00
Trees for Park	0	EA.	@	\$125.00	\$0.00
Shrubs	0	EA.	@	\$35.00	\$0.00
Gravel Parking Lot	0	TON	@	\$20.00	\$0.00
garage and driveway pads (parking)	0	EA.	@	\$5,000.00	\$0.00
Straw Bale Dikes	0	EA.	@	\$15.00	\$0.00
Property Corners	25	EA.	@	\$100.00	\$2,500.00
Curb & Gutter	1881	L.F.	@	\$35.00	\$65,835.00
Chain Link Fence	0	L.F.	@	\$12.00	\$0.00

Sub Total	\$372,649.95
Administration (15%)	\$55,897.49
Inflation (5%)	\$18,632.50
Total	\$447,179.94



2022-86-FP

JOB NO: 20078 SCALE: 1"=40' DATE: 04/13/2022 DRAWN BY: JET DESIGN BY: JET CHECK BY: JET REVIEW BY: JET SHEET 2 OF 5	FINAL PLAT				MORRIS & RITCHIE ASSOCIATES, INC. ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS 604 SOUTH KING STREET, SUITE 200 LEESBURG, VA 20175 PHONE: (703) 994-4047 MRAGTA.COM Copyright 2022 Morris & Ritchie Associates, Inc.	DATE	REVISIONS
	THE GALLERY					10/21/22	CITY COMMENTS
	SECTION 2 PHASE 3A - LOTS 366-390						
	TAX MAP 35 PARCEL 2 DB 1005 PG 492						
	CITY OF MARTINSBURG, WEST VIRGINIA						

FINAL PLAT
THE GALLERY
SECTION 2 PHASE 3A - LOTS 366-390
TAX MAP 35 PARCEL 2 DB 1005 PG 492
CITY OF MARTINSBURG, WEST VIRGINIA

Copyright 2022 Morris & Ritchie Associates, Inc.



THE City OF Martinsburg

Planning Department * 232 N. Queen Street * Martinsburg, WV 25401 * 304.264.2131

SUBDIVISION APPLICATION
PRELIMINARY FINAL (please circle one) REVIEW AND APPROVAL

CASE NO: 2025-18-FP

DATE SUBMITTED: 02/18/2025

NAME OF SUBDIVISION: Villages at Courthouse Square - Phase 1

LOCATION OF PROPERTY: Courthouse Drive, Martinsburg, WV 25404

APPLICANT/DEVELOPER: DRB Group

ADDRESS: 10313 Arnett Dr, Ste 101, Hagerstown, MD 21740

PHONE NUMBER: 240-420-6046

ENGINEER/SURVEYOR: Morris & Ritchie Associates, INC

ADDRESS: 205 E. Hirst Road, Ste 106, Purcellville, VA 20132

SIGNATURE: [Signature]
(Applicant or Agent)

DESCRIPTION OF PROPOSED PROJECT:

Final plat for 112 town-home lots located within The Villages at
Courthouse Square Residential Subdivision.

SUBMISSION

I (Owner) have read the material in this package and understand what is required by the Martinsburg Planning Commission. I also understand that all required material will be completed prior to the submission of my site plan.

Name: Matthew Monahan Date: 2/18/25
(Printed/typed)

Signature: [Signature]

SUBDIVISION REGULATIONS CHECKLIST

STEP 1: PRELIMINARY PLAT FOR SUBDIVISION

_____ A. The owner or subdivider provides a preliminary plan of the subdivision which shall show the manner in which the proposed subdivision is coordinated with the Comprehensive Plan and with relation to the requirements of the Thoroughfare Plan.

B. The subdivider provides the following:

1. Location Map (which may be prepared by indicating the data notations on available maps) showing:

- _____ a. Subdivision name and location
- _____ b. Name of all property owners within 200 feet.
- _____ c. Zoning classification of tract and adjoining properties and any change.
- _____ d. Title, scale, north and date.
- _____ e. Computation of total land area.

2. A Preliminary Plat* showing:

- _____ a. Proposed name of the subdivision.
- _____ b. Names and addresses of the owner; subdivider; City Planner; and the Land Planning Consultant, Engineer or Surveyor who prepared the plan.
- _____ c. Street and rights-of-way on and adjoining the site of the proposed subdivision, showing the names (which for new streets shall not duplicate other names of streets in the Community except for extensions of existing streets) which shall meet the approval of the Commission and including roadway widths, approximate gradients, types and widths of pavements, curbs, sidewalks, crosswalks, tree planting, lighting, fire hydrants, drainage, water and sewer.
- _____ d. Easements: Locations, widths and purposes.
- _____ e. Statement concerning the location and approximate size or capacity of utilities to be installed.
- _____ f. Layouts of Lots, showing dimensions and numbers.

* The Preliminary Plat shall be labeled "Preliminary Plat" in large conspicuous letters.

- _____ g. Parcels of land proposed to be dedicated or reserved for schools, parks, playgrounds or other public, semipublic or community purposes.
- _____ h. Contours at vertical intervals of two (2) feet if the general slope of the site is less than ten percent (10%) and at vertical intervals of five (5) feet if the general slope is ten percent (10%) greater.
- _____ i. Tract boundary lines showing dimensions, bearing, angles, and references to known land lines or bench markers, and proposed new reference points.
- _____ j. Building setback lines.
- _____ k. Legend and notes.
- _____ l. Other features or conditions that would affect the subdivision favorably or adversely.
- _____ m. Scale**, north point and date.
- _____ n. If individual walls and/or septic tanks are proposed, show subsurface conditions on the proposed subdivision, including location and results of tests made to ascertain surface soil, rock and ground water conditions. Show location and results of soil percolation tests in accordance with the specifications of the State Department of Health. Due regard shall be given to the effects of cut and fill which may make such data obsolete. Anticipated areas of cut and fill shall be noted upon the Preliminary Plat.

STEP 2: PRELIMINARY PLAT APPROVAL

A. After an application for approval of a plat of a subdivision, together with six (6) copies of all maps and data has been filed and accompanied by required fee, the Commission shall review the Preliminary Plat and give its acceptance or return the plat to the subdivider with suggestions for changes. No application will be considered at a meeting unless it has been filed with the Commission at least ten (10) days before the date of such meetings.

***The Preliminary Plat of the subdivision shall be drawn to a scale of fifty (50) feet to one (1) inch, or one hundred (100) feet to one (1) inch; provided however, that if the resulting drawing would be over thirty-six (36) inches in shortest dimension, a scale as recommended by the Commission may be used.*

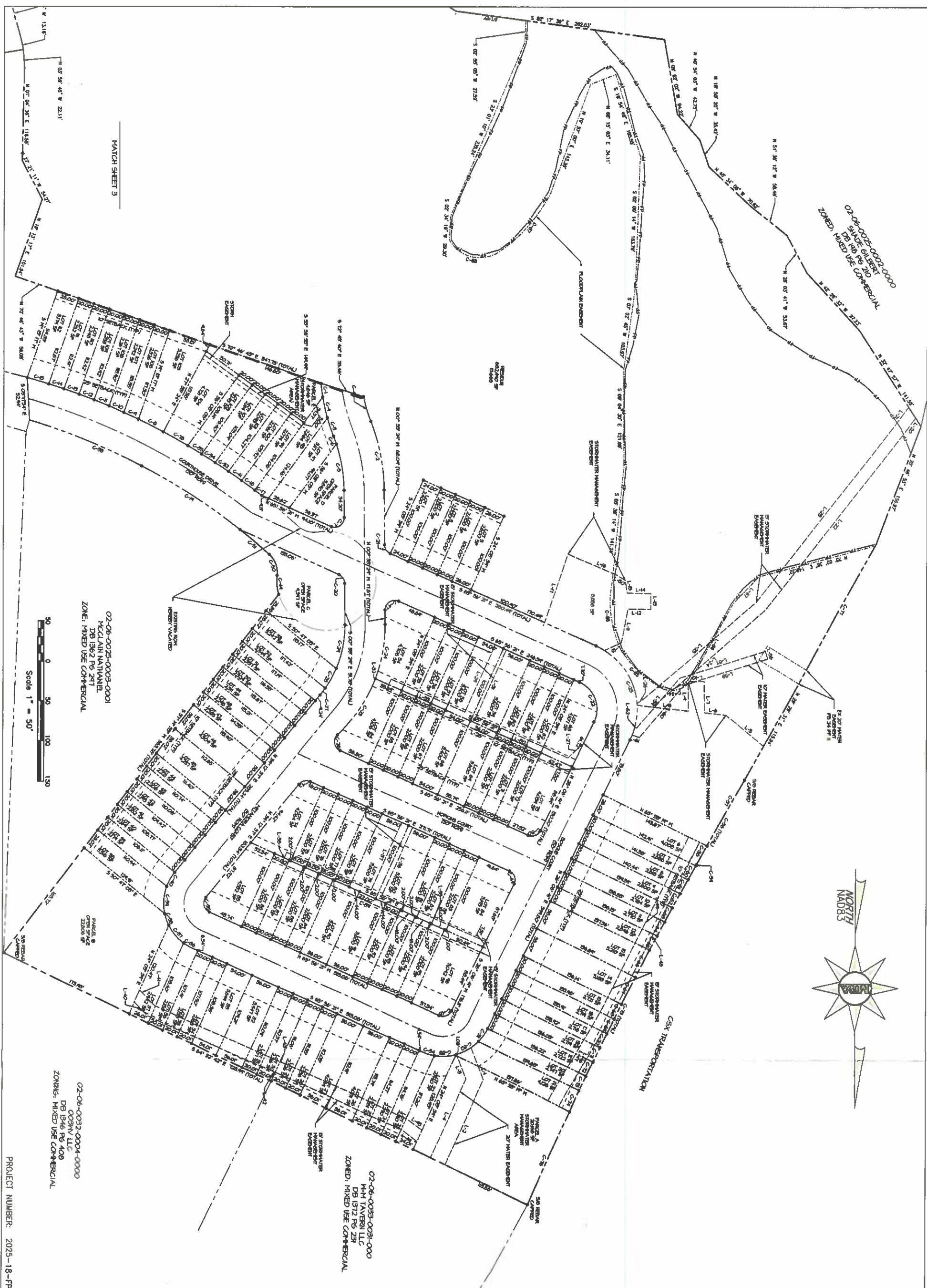
Project Bonding Estimate

Project:	Villages at Courthouse Square - Phase 1
Owner:	DRB
Date:	2/17/2025
Engineer:	Morris & Ritchie Associates, Inc.
Description:	Phase 1 Final Plat
File Number:	
Bonded Improvements:	

Stabilized Construction Entrance	1	EA.	@	\$750.00	\$750.00
Ditch Lines	2008	L.F.	@	\$3.50	\$7,028.00
Excavation	6905	C.Y.	@	\$8.50	\$58,692.50
Fill	4275	C.Y.	@	\$6.00	\$25,650.00
Topsoil	3617	C.Y.	@	\$10.00	\$36,170.00
1" Bituminous Surface	0	TON	@	\$100.00	\$0.00
2" Bituminous Base	0	TON	@	\$100.00	\$0.00
1.5" Bituminous Surface	513	TON	@	\$100.00	\$51,300.00
3" Bituminous Base	1027	TON	@	\$100.00	\$102,700.00
6" Stone Base	0	TON	@	\$20.00	\$0.00
8" Stone Base	2738	TON	@	\$20.00	\$54,760.00
6" Stone Shoulder	0	TON	@	\$20.00	\$0.00
12" CMP Storm Drainage Pipe	0	L.F.	@	\$45.00	\$0.00
15" CMP Storm Drainage Pipe	0	L.F.	@	\$50.00	\$0.00
18" CMP Storm Drainage Pipe		L.F.	@	\$55.00	\$0.00
21" CMP Storm Drainage Pipe		L.F.	@	\$90.00	\$0.00
24" CMP Storm Drainage Pipe		L.F.	@	\$115.00	\$0.00
27" CMP Storm Drainage Pipe	0	L.F.	@	\$120.00	\$0.00
30" CMP Storm Drainage Pipe		L.F.	@	\$125.00	\$0.00
36" CMP Storm Drainage Pipe		L.F.	@	\$130.00	\$0.00
42" CMP Storm Drainage Pipe		L.F.	@	\$140.00	\$0.00
48" CMP Storm Drainage Pipe	0	L.F.	@	\$145.00	\$0.00
60" CMP Storm Drainage Pipe	0	L.F.	@	\$155.00	\$0.00
15"-30" HDPE	2026	L.F.	@	\$120.00	\$243,120.00
Drop Inlet	34	EA.	@	\$1,250.00	\$42,500.00
CMP End Sections	3	EA.	@	\$250.00	\$750.00
6" PVC Water	0	L.F.	@	\$30.00	\$0.00
8" PVC Water	1558	L.F.	@	\$35.00	\$54,530.00
12" DIP Water	1347	L.F.	@	\$110.00	\$148,170.00
6" Fire Hydrant	4	EA.	@	\$3,000.00	\$12,000.00
Blow Off Valve	0	EA.	@	\$750.00	\$0.00
Water Service laterals	112	EA.	@	\$500.00	\$56,000.00
6" Sanitary Sewer	0	L.F.	@	\$50.00	\$0.00
8" Sanitary Sewer	2369	L.F.	@	\$60.00	\$142,140.00
Manholes	16	EA.	@	\$3,000.00	\$48,000.00
Cleanouts	0	EA.	@	\$300.00	\$0.00
Sewer Service laterals	112	EA.	@	\$500.00	\$56,000.00
Seed and Mulch	6010	S.Y.	@	\$1.00	\$6,010.00
Silt Fence	0	L.F.	@	\$3.50	\$0.00
Super Silt Fence	0	L.F.	@	\$8.00	\$0.00
Sediment Trap	430	C.Y.	@	\$12.00	\$5,160.00
Jute Matting	0	L.F.	@	\$3.50	\$0.00
Rip Rap 12" Thick	99	S.Y.	@	\$45.00	\$4,455.00



3-D Geotextile	0	S.Y.	@	\$6.00	\$0.00
Rock Check Dams	0	EA.	@	\$100.00	\$0.00
Diversion Ditch	446	L.F.	@	\$2.50	\$1,115.00
Inlet Protection	0	EA.	@	\$100.00	\$0.00
SWM Basins	0	EA.	@	\$23,560.00	\$0.00
SWM Detention Ponds	0	EA.	@	\$6,730.00	\$0.00
Riser	3	EA.	@	\$3,000.00	\$9,000.00
Dewatering Device	0	EA.	@	\$3,000.00	\$0.00
Sewer Treatment Plant	0	GAL	@	\$4.00	\$0.00
Sidewalk	20727	S.F.	@	\$6.00	\$124,362.00
Guardrails	0	L.F.	@	\$20.00	\$0.00
Signs	21	EA.	@	\$100.00	\$2,100.00
Trees for Park	40	EA.	@	\$125.00	\$5,000.00
Shrubs	45	EA.	@	\$35.00	\$1,575.00
Gravel Parking Lot	0	TON	@	\$20.00	\$0.00
Straw Bale Dikes	0	EA.	@	\$15.00	\$0.00
Property Corners	112	EA.	@	\$100.00	\$11,200.00
Curb & Gutter	4804	L.F.	@	\$35.00	\$168,140.00
Chain Link Fence	0	L.F.	@	\$12.00	\$0.00
Sub Total					\$1,478,377.50
Administration (15%)					\$221,756.63
Inflation (5%)					\$73,918.88
Total					\$1,774,053.00

[illegible]

Project Bonding Estimate

Project:	Foxcroft Towne Center Hotel Tru
Owner:	Central PA Equities 32, LLC
Date:	12/20/2022
Engineer:	Integrity Federal Services
Description:	Four Story Hotel Consisting of 114 Rooms
File Number:	2024-57
Bonded Improvements:	

Stabilized Construction Entrance	1	EA.	@	\$750.00	\$750.00
Ditch Lines	0	L.F.	@	\$3.50	\$0.00
Excavation	1223	C.Y.	@	\$8.50	\$10,395.50
Fill	4861	C.Y.	@	\$6.00	\$29,166.00
Topsoil	173	C.Y.	@	\$10.00	\$1,730.00
1" Bituminous Surface	0	TON	@	\$100.00	\$0.00
2" Bituminous Base	0	TON	@	\$100.00	\$0.00
1.5" Bituminous Surface	505	TON	@	\$100.00	\$50,500.00
2.5" Bituminous Base	841	TON	@	\$100.00	\$84,100.00
6" Stone Base	2018	TON	@	\$20.00	\$40,360.00
7" Stone Base	0	TON	@	\$20.00	\$0.00
6" Stone Shoulder	0	TON	@	\$20.00	\$0.00
12" CMP Storm Drainage Pipe	0	L.F.	@	\$45.00	\$0.00
15" CMP Storm Drainage Pipe	0	L.F.	@	\$50.00	\$0.00
18" CMP Storm Drainage Pipe	0	L.F.	@	\$55.00	\$0.00
21" CMP Storm Drainage Pipe	0	L.F.	@	\$90.00	\$0.00
24" CMP Storm Drainage Pipe	0	L.F.	@	\$115.00	\$0.00
27" CMP Storm Drainage Pipe	0	L.F.	@	\$120.00	\$0.00
30" CMP Storm Drainage Pipe	0	L.F.	@	\$125.00	\$0.00
36" CMP Storm Drainage Pipe	0	L.F.	@	\$130.00	\$0.00
42" CMP Storm Drainage Pipe	0	L.F.	@	\$140.00	\$0.00
48" CMP Storm Drainage Pipe	0	L.F.	@	\$145.00	\$0.00
Drop Inlet	6	EA.	@	\$1,250.00	\$7,500.00
CMP End Sections	2	EA.	@	\$250.00	\$500.00
6" PVC Water	300	L.F.	@	\$30.00	\$9,000.00
8" PVC Water	0	L.F.	@	\$35.00	\$0.00
6" Fire Hydrant	2	EA.	@	\$3,000.00	\$6,000.00
Blow Off Valve	0	EA.	@	\$750.00	\$0.00
Water Service laterals	1	EA.	@	\$500.00	\$500.00
6" Sanitary Sewer	25	L.F.	@	\$50.00	\$1,250.00
8" Sanitary Sewer	117	L.F.	@	\$60.00	\$7,020.00
Manholes	3	EA.	@	\$3,000.00	\$9,000.00
Cleanouts	2	EA.	@	\$300.00	\$600.00
Sewer Service laterals	1	EA.	@	\$500.00	\$500.00
Seed and Mulch	0	S.Y.	@	\$1.00	\$0.00
Silt Fence	0	L.F.	@	\$3.50	\$0.00
Super Silt Fence	0	L.F.	@	\$8.00	\$0.00
Sediment Trap	127	C.Y.	@	\$12.00	\$1,524.00
Jute Matting	0	L.F.	@	\$3.50	\$0.00
Rip Rap 12" Thick	0	S.Y.	@	\$45.00	\$0.00
3-D Geotextile	0	S.Y.	@	\$6.00	\$0.00
Rock Check Dams	0	EA.	@	\$100.00	\$0.00
Diversion Ditch	908	L.F.	@	\$2.50	\$2,270.00
Inlet Protection	6	EA.	@	\$100.00	\$600.00
SWM Basins	0	EA.	@	\$0.00	\$0.00
SWM Detention Ponds	0	EA.	@	\$0.00	\$0.00
Riser	0	EA.	@	\$3,000.00	\$0.00
Dewatering Device	0	EA.	@	\$3,000.00	\$0.00
Sewer Treatment Plant	0	GAL	@	\$4.00	\$0.00
Sidewalk	5314	S.F.	@	\$6.00	\$31,884.00
Guardrails	0	L.F.	@	\$20.00	\$0.00
Signs	15	EA.	@	\$100.00	\$1,500.00
Trees for Park	0	EA.	@	\$125.00	\$0.00
Shrubs	0	EA.	@	\$35.00	\$0.00
Gravel Parking Lot	0	TON	@	\$20.00	\$0.00
garage and driveway pads (parking)	0	EA.	@	\$5,000.00	\$0.00
Straw Bale Dikes	0	EA.	@	\$15.00	\$0.00
Property Corners	0	EA.	@	\$100.00	\$0.00
Curb & Gutter	2835	L.F.	@	\$35.00	\$99,225.00
Chain Link Fence	0	L.F.	@	\$12.00	\$0.00
Additional Items:					
6" SDR-35 Storm Drainage Pipe	265	L.F.	@	\$35.00	\$9,275.00
8" SDR-35 Storm Drainage Pipe	5	L.F.	@	\$40.00	\$200.00
12" SDR-35 Storm Drainage Pipe	45	L.F.	@	\$45.00	\$2,025.00
15" SDR-35 Storm Drainage Pipe	165	L.F.	@	\$50.00	\$8,250.00
18" SDR-35 Storm Drainage Pipe	340	L.F.	@	\$55.00	\$18,700.00
60" SDR-35 Storm Drainage Pipe	760	L.F.	@	\$165.00	\$125,400.00
Storm Sewer Manhole	2	EA.	@	\$3,000.00	\$6,000.00
Storm Sewer Cleanout	5	EA.	@	\$300.00	\$1,500.00
Underground SWM Facility	1640	C.Y.	@	\$25.00	\$41,000.00
Pavement Arrows	26	E.A.	@	\$128.00	\$3,328.00

Pavement Striping	4055	L.F.	@	\$7.00	\$28,385.00
Bioretention Facility	1000	S.F.	@	\$5.00	\$5,000.00
Sub Total					\$644,937.50
Administration (15%)					\$96,740.63
Inflation (5%)					\$32,246.88
Total					\$773,925.00

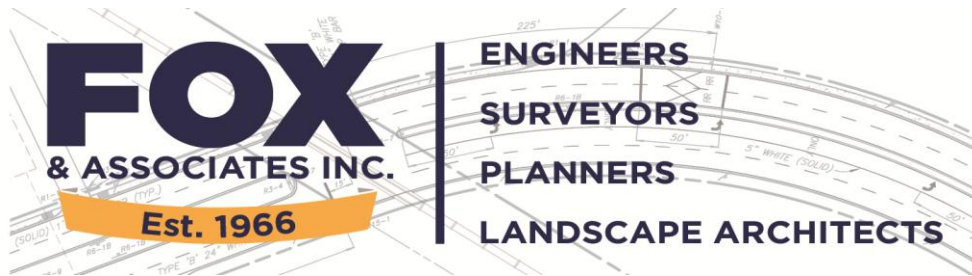
Project Bonding Estimate

Project:	Burger King
Owner:	Timoney Burger Properties, LLC
Date:	4/30/2024
Engineer:	Fox & Associates, Inc.
Description:	Burger King Restaurant
File Number:	City Case #2023-94-SP
Bonded Improvements:	

Stabilized Construction Entrance	1	EA.	@	\$750.00	\$750.00
Ditch Lines	0	L.F.	@	\$3.50	\$0.00
Excavation	0	C.Y.	@	\$8.50	\$0.00
Fill	0	C.Y.	@	\$6.00	\$0.00
Topsoil	0	C.Y.	@	\$10.00	\$0.00
1" Bituminous Surface	0	TON	@	\$100.00	\$0.00
2" Bituminous Base	0	TON	@	\$100.00	\$0.00
1.5" Bituminous Surface	192	TON	@	\$100.00	\$19,200.00
2.5" Bituminous Base	321	TON	@	\$100.00	\$32,100.00
Clean Stone in SWM BMP	197	TON	@	\$20.00	\$3,940.00
6" Stone Base	641	TON	@	\$20.00	\$12,820.00
6" Stone Shoulder	0	TON	@	\$20.00	\$0.00
12" CMP Storm Drainage Pipe	0	L.F.	@	\$45.00	\$0.00
15" HDPE Storm Drainage Pipe	270	L.F.	@	\$50.00	\$13,500.00
18" CMP Storm Drainage Pipe	0	L.F.	@	\$55.00	\$0.00
21" CMP Storm Drainage Pipe	0	L.F.	@	\$90.00	\$0.00
24" CMP Storm Drainage Pipe	0	L.F.	@	\$115.00	\$0.00
27" CMP Storm Drainage Pipe	0	L.F.	@	\$120.00	\$0.00
30" CMP Storm Drainage Pipe	0	L.F.	@	\$125.00	\$0.00
36" CMP Storm Drainage Pipe	0	L.F.	@	\$130.00	\$0.00
42" CMP Storm Drainage Pipe	0	L.F.	@	\$140.00	\$0.00
48" CMP Storm Drainage Pipe	0	L.F.	@	\$145.00	\$0.00
Drop Inlet	3	EA.	@	\$1,250.00	\$3,750.00
CMP End Sections	0	EA.	@	\$250.00	\$0.00
6" PVC Water	0	L.F.	@	\$30.00	\$0.00
8" PVC Water	0	L.F.	@	\$35.00	\$0.00
6" Fire Hydrant	0	EA.	@	\$3,000.00	\$0.00
Blow Off Valve	0	EA.	@	\$750.00	\$0.00
Water Service laterals	0	EA.	@	\$500.00	\$0.00
6" PVC in SWM BMP	0	L.F.	@	\$50.00	\$0.00
8" Sanitary Sewer	0	L.F.	@	\$60.00	\$0.00
Manholes	1	EA.	@	\$3,000.00	\$3,000.00
Cleanouts	0	EA.	@	\$300.00	\$0.00
Sewer Service laterals	0	EA.	@	\$500.00	\$0.00
Seed and Mulch	0	S.Y.	@	\$1.00	\$0.00
Silt Fence	0	L.F.	@	\$3.50	\$0.00
Super Silt Fence	0	L.F.	@	\$8.00	\$0.00
Sediment Trap	0	C.Y.	@	\$12.00	\$0.00
Jute Matting	0	L.F.	@	\$3.50	\$0.00
Rip Rap 12" Thick	0	S.Y.	@	\$45.00	\$0.00
3-D Geotextile	0	S.Y.	@	\$6.00	\$0.00
Rock Check Dams	0	EA.	@	\$100.00	\$0.00
Diversion Ditch	0	L.F.	@	\$2.50	\$0.00
Inlet Protection	5	EA.	@	\$100.00	\$500.00
SWM Basins	1	EA.	@	\$0.00	\$0.00
SWM Detention Ponds	1	EA.	@	\$0.00	\$0.00
Riser	0	EA.	@	\$3,000.00	\$0.00
78" manhole (drywell)	2	EA.	@	\$3,000.00	\$6,000.00
Sewer Treatment Plant	0	GAL	@	\$4.00	\$0.00
Sidewalk	0	S.F.	@	\$6.00	\$0.00
Guardrails	0	L.F.	@	\$20.00	\$0.00
Signs	5	EA.	@	\$100.00	\$500.00
Trees for Park	1	EA.	@	\$125.00	\$125.00
Shrubs	94	EA.	@	\$35.00	\$3,290.00
Gravel Parking Lot	0	TON	@	\$20.00	\$0.00
garage and driveway pads (parking)	0	EA.	@	\$5,000.00	\$0.00
Straw Bale Dikes	0	EA.	@	\$15.00	\$0.00
Property Corners	0	EA.	@	\$100.00	\$0.00
Curb & Gutter	575	L.F.	@	\$35.00	\$20,125.00
Chain Link Fence	0	L.F.	@	\$12.00	\$0.00

Sub Total \$119,600.00
Administration (15%) \$17,940.00
Inflation (5%) \$5,980.00
Total \$143,520.00





981 Mt Aetna Rd
Hagerstown, MD 21740
Phone: 301-733-8503
Fax: 301-733-1853

April 9, 2025

City of Martinsburg
Planning Department
232 North Queen Street, 1st Floor
Martinsburg, West Virginia 25401

Attention: Kimberly Petrucci, PE – City Engineer/Planning Director

Re: Burger King, 203 Viking Way – Waiver Requests

Dear Kimberly,

An As Built Survey of the completed improvements associated with the redevelopment of the Burger King restaurant at 203 Viking Way was submitted to your office under City file number 2025-13. This As Built was approved on March 12, 2025.

The purpose of this letter is to formally request the release of surety provided for the site improvements and grading activity under City Land Disturbance Permit #2024-30, Submitted on March 29, 2024.

If you require any further information, please let me know.

Thank you.

Sincerely,

FOX & ASSOCIATES, INC.

Clint Rock, RLA
Landscape Architect