



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

# Request for Quotation

RFQ NUMBER  
**DEFK9008**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN ABBOTT**  
**304-558-2544**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**CAMP DAWSON ARMY TRAINING SITE**  
**240 ARMY ROAD**  
**POERIO, INC**  
**KINGWOOD, WV**  
**26537-1077**

**RECEIVED**  
**SEP 10 2008**  
**304-329-4417**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2008				

BID OPENING DATE: **09/18/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
<p><b>CONSTRUCTION OF A QUALIFICATION TRAINING RANGE</b></p> <p><b>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT A QUALIFICATION TRAINING RANGE FOR THE WV ARMY NATIONAL GUARD, KINGWOOD, WV, PER THE SPECIFICATIONS.</b></p> <p><b>MANDATORY ON-SITE PRE-BID: 9/2/2008; 1:00 PM</b>  <b>WV ARMY NATIONAL GUARD</b>  <b>KINGWOOD, WV</b></p> <p><b>CONTACT: ROCKY HODGES AT 304-561-6451 TO CONFIRM ATTENDANCE AND FOR DIRECTIONS TO THE PRE-BID LOCATION.</b></p> <p><b>PLANS &amp; SPECIFICATIONS: CONTACT ROCKY HODGES AT (304) 561-6451.</b></p> <p><b>EXHIBIT 5</b></p> <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM</b></p>						

**RECEIVED**  
**08 SEP 18 PM 1:18**  
**PURCHASING DIVISION**  
**STATE OF WV**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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**INSTRUCTIONS TO BIDDERS**

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



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**DIV ENGINEERING & FACILITIES  
 CAMP DAWSON ARMY TRAINING SITE  
 240 ARMY ROAD**

**KINGWOOD, WV  
 26537-1077 304-329-4417**

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08/19/2008				

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<p>WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT.</p>						

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<p>BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p>						

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<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM</p>						

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<p>AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1      September 10, 2008            .....            NO. 2      September 10, 2008            .....</p>						

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SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

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WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABEL ED 'VENUE'



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**DIV ENGINEERING & FACILITIES**  
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NO. 3		.....				
NO. 4		.....				
NO. 5		.....				
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>[Signature]</i>            .....SIGNATURE            Frank T. Poerio Jr. - President            Poerio Inc. ....COMPANY            .....September 18, 2008 .....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV</p>						

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<p>25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ..... Poerio Inc. ....</p> <p>CONTRACTORS LICENSE NO.: ..... WV011101 .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>						

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<p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF            THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: JOHN ABBOTT</b></p> <p><b>REQ. NO.: DEFK9008</b></p> <p><b>BID OPENING DATE: 09/18/2008</b></p> <p><b>BID OPENING TIME: 1:30 PM</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY            TO CONTACT YOU REGARDING YOUR BID:</b></p> <p style="text-align: center;">412-366-1404</p> <p><b>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT            CONCERNING THIS QUOTE:</b></p> <p style="text-align: center;">Frank T. Poerio Jr.</p>						

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***** THIS IS THE END OF RFQ DEFK9008 ***** TOTAL:						<b>\$ 8,879,000</b>

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STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Poerio Inc.

Authorized Signature:  Date: September 18, 2008

**SECTION I - BASE BID AND ADDITIVES**

**Dated:** September 18, 2008  
*(Bidder to insert date bid submitted)*

**SUBMITTED BY:**

Poerio Inc. *(hereinafter called "Bidder")*

West Virginia Contractor's License Number: WV 011101

For: **CAMP DAWSON MODIFIED RECORD FIRE (MRF) RANGE  
KINGWOOD, WEST VIRGINIA**

**QUALIFICATIONS FOR BIDDER:**

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations.

**SUBMITTED TO:**

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

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete renovation of the Modified Record Fire (MRF) Range at Camp Dawson per the design documents at Camp Dawson Collective Training Center, Kingwood, WV in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

**BASE BID:**

For the Sum of: Eight million eight hundred seventy nine  
thousand dollars (\$ 8,879,000.00)

(The Base Bid is the summation of items as specified in Section II of the Revised Bid Form.)

**ADDITIVES:**

The stated Base Bid is subject to the following additions or deductions for Additives which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Additive.)

**Additives**

**ADD the sum of:**

Four hundred eighty eight thousand dollars

(\$ 488,000.<sup>00</sup>).

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for operation and use no later than 365 calendar days from Notice to Proceed. Total liquidated damages are \$1,250.00 first day and \$1,150.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day.

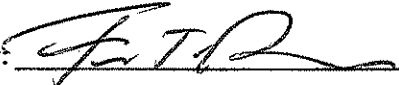
The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 90 days.

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

Addendum No. 1 dated 9/10/2008, Addendum No. 2 dated 9/10/2008

**SIGNATURE OF BIDDER:**

Firm: Poerio Inc.

By: 

Address: 467 Lowries Run Road

Title: Frank T. Poerio Jr. - President

Address: Pittsburgh, PA 15237

Phone: 412-366-6767

Address: \_\_\_\_\_

Fax: 412-366-1404

Tax Cert. #: 25-1621674

**END OF SECTION I**

## SECTION II - BID ITEMS AND UNIT COSTS

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

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum, in accordance with Contract Conditions, General Provisions, Section 01026-Unit Prices and Section 01035-Modification

### SITE WORK

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	MOBILIZATION/ DEMOBILIZATION	LS.	1	\$ 500,000	\$ 500,000
2.	GENERAL CONSTRUCTION ADMINISTRATION	LS.	1	700,000	700,000
3.	QUALITY CONTROL	LS.	1	238,000	238,000
4.	CLEARING AND GRUBBING	AC.	40	6,250	250,000
5.	EROSION AND SEDIMENT CONTROL	LS.	1	450,000	450,000
6.	SEEDING	AC.	36	1,500	54,000
7.	GRADING AND EARTHWORK	LS.	1	1,910,755. <sup>17</sup>	1,910,755. <sup>17</sup>
8.	ONE MAN FIGHTING POSITION	EA.	16	7,500	120,000
9.	STATIONARY INFANTRY TARGET EMPLACEMENT (SIT)	EA.	144	4,000	576,000
10.	RANGE FLAG POLE	EA.	1	17,000	17,000
11.	24' LOCKABLE - DOUBLE SWING POLE GATE	EA.	2	6,500	13,000
12.	LANE MARKERS (4'x4', 4'x8')	LS.	1	15,000	15,000
13.	CRUSHED AGGREGATE (12-INCH THICK)	SY.	16,601	24. <sup>42</sup>	405,396. <sup>42</sup>
14.	CRUSHED AGGREGATE (8-INCH THICK)	SY.	6,100	18. <sup>02</sup>	109,922
15.	CRUSHED AGGREGATE (4-INCH THICK)	SY.	1,450	12. <sup>40</sup>	17,980
16.	30" CORRUGATED HDPE PIPE	LF.	330	105. <sup>48</sup>	34,808. <sup>40</sup>
17.	24" CORRUGATED HDPE PIPE	LF.	52	100	5,200
18.	18" CORRUGATED HDPE PIPE	LF.	229	87. <sup>94</sup>	20,138. <sup>26</sup>
19.	15" CORRUGATED HDPE PIPE	LF.	247	82. <sup>95</sup>	20,488. <sup>65</sup>
20.	4' ID MANHOLE	EA.	1	3,000	3,000
21.	AREA INLETS	EA.	4	4,650	18,600
22.	30' FLARED END SECTION	EA.	5	1,000	5,000
23.	24' FLARED END SECTION	EA.	1	1,000	1,000
24.	18' FLARED END SECTION	EA.	3	900	2,700
25.	30" CONCRETE HEADWALL	EA.	5	3,000	15,000
26.	24" CONCRETE HEADWALL	EA.	1	2,750	2,750
27.	18" CONCRETE HEADWALL	EA.	2	1,450	2,900
28.	RIP RAP APRON	CY.	45	56. <sup>90</sup>	2560. <sup>32</sup>
29.	RETAINING WALL AT CONTROL TOWER	LS.	1	43,000	43,000
30.	CONCRETE STEPS AT CONTROL TOWER	LS.	1	11,000	11,000
31.	CONCRETE FILLED PIPE (Bollards)	EA.	12	400	4,800
				<b>SUBTOTAL</b>	<b>5,570,000</b>

**SECTION II - BID ITEMS AND UNIT COSTS**

**UTILITIES**

32.	ELECTRICAL SERVICE (TO SUPPORT AREA AND CONTROL TOWER)	LS.	1	\$ 500,000	<u>500,000</u>
33.	SITE LIGHTING AT FIRING LINE	LS.	1	<u>125,000</u>	<u>125,000</u>
34.	COMMUNICATIONS (TO SUPPORT AREA AND CONTROL TOWER)	LS.	1	<u>250,000</u>	<u>250,000</u>
35.	ELECTRICAL SERVICE (FROM CONTROL TOWER TO DOWN RANGE)	LS.	1	<u>1,175,000</u>	<u>1,175,000</u>
36.	COMMUNICATIONS (FROM CONTROL TOWER TO DOWN RANGE)	LS.	1	<u>450,000</u>	<u>450,000</u>
				SUBTOTAL	\$ 2,500,000

**BUILDINGS**

37.	RANGE CONTROL TOWER	LS.	1	\$ 437,000	<u>437,000</u>
38.	AMMO BREAKDOWN BUILDING	LS.	1	<u>93,000</u>	<u>93,000</u>
39.	OPERATIONS / STORAGE BUILDING	LS.	1	<u>176,000</u>	<u>176,000</u>
40.	LATRINE	LS.	1	<u>103,000</u>	<u>103,000</u>
				SUBTOTAL	\$ 809,000
				BID TOTAL	\$ 8,879,000

**ADDITIVE BID ITEMS**

41.	GENERAL INSTRUCTION BUILDING	LS.	1	\$ 165,000	<u>165,000</u>
42.	MESS SHELTER	LS.	1	<u>164,000</u>	<u>164,000</u>
43.	BLEACHER ENCLOSURE	LS.	1	<u>159,000</u>	<u>159,000</u>
					\$ 488,000
				ADDITIVE BID ITEMS TOTAL	<u>488,000</u>

## SECTION III - BID ITEM DESCRIPTIONS

### Bid Item 1 Mobilization / Demobilization

**Unit:** Lump Sum

**Description:** This work consists of the Contractor mobilizing onto the work site at the beginning of construction, demobilizing from the work site when construction is complete, and temporary construction facilities required by the Contractor in accordance with Specification Section 01 50 02.

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

**Payment:** Payment will be made at the contract unit price bid per lump sum.

### Bid Item 2 General Construction Administration

**Unit:** Lump Sum

**Description:** This work consists of general construction administration including, but not limited to, attending project meetings, preparing project schedules, submittals, requests for information (RFIs), meeting safety and occupational health requirements, closeout submittals and providing operation and maintenance data in accordance with Specification Sections 01 31 19, 01 32 01, 01 33 00, 01 35 29, 01 78 02, and 01 78 23.

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

**Payment:** Payment will be made at the contract unit price bid per lump sum.

### Bid Item 3 Quality Control

**Unit:** Lump Sum

**Description:** This work consists of providing and maintaining an effective Quality Control Program in accordance with Specification Section 01 45 04.

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

**Payment:** Payment will be made at the contract unit price bid per lump sum.

### Bid item 4 Clearing and Grubbing

**Unit:** Acre

**Description:** This work consists of removing and disposing of all trees, vegetation, ground cover, and stumps per Specification Section 31 11 00.

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

**Payment:** Payment will be made at the contract unit price bid per acre.



## SECTION III - BID ITEM DESCRIPTIONS

### Bid Item 5 Erosion and Sediment Control

**Unit:** Lump Sum

**Description:** This work will consist of supplying and installing silt fence, temporary slope drains, catch basin protection, culvert entrance protection, rock outlets at sediment traps, stabilized construction entrance, temporary diversion swales, riprap level spreader, rock check dams, mulch, erosion control blankets and wattle coir to control sedimentation from leaving the site and to prevent erosion of the areas disturbed by the Contractor during and after construction in accordance with Specification Section 01 57 23 and Section 31 32 11.

**Measurement:** There will be no direct measurement for labor and services provided by the Contractor in completing this item

**Payment:** Payment will be made at the contract unit price bid per lump sum.

### Bid Item 6 Seeding

**Unit:** Acre

**Description:** This work shall consist of furnishing and installing top soil, grass seed, fertilizer, and mulch on the areas that have been disturbed by the Contractor during construction per Specification Section 32 92 19.

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

**Payment:** Payment shall be made at the contract unit price bid per acre.

### Bid Item 7 Grading and Earthwork

**Unit:** Lump Sum

**Description:** This work shall consist of the excavation and grading for the site access road, support area roads, support area parking area, support area building pads, maintenance trails, range firing line, and the down range area to the lines and grade as shown on the plans and per Specification Section 31 00 00.

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

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

### Bid Item 8 One Man Fighting Position

**Unit:** Each

**Description:** The work shall consist of furnishing all labor, materials and equipment, installation of designated reinforcing, subbase, poured-in-place concrete foundations, and HDPE foxhole cover as shown on the plans. The aggregate, backfill, excavation, rebar and any other ancillary equipment required is incidental.

**Measurement:** Measurement shall be based on each One-Man Fighting Position installed and completed in place and accepted by the C&FMO.

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

## SECTION III - BID ITEM DESCRIPTIONS

### Bid Item 9 Stationary Infantry Target Emplacement (SIT)

**Unit:** Each

**Description:** This item shall consist of providing and installing concrete stationary infantry targets as detailed in the plans and at the locations and grades as indicated on the plan sheets and details. The aggregate, backfill, structural excavation, rebar, treated timbers, fasteners and any other ancillary equipment required is incidental.

**Measurement:** Measurement shall be by each SIT installed and accepted by the C&FMO. No direct measurement of material, labor, and serviced provided by the Contractor in completing this item.

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

### Bid Item 10 Range Flag Pole

**Unit:** Each

**Description:** This item shall consist of furnishing and installing flag pole base and flag pole with light at the locations as shown on the plans. The aggregate, backfill, structural excavation, rebar and any other ancillary equipment required is incidental.

**Measurement:** Measurement shall be by each flag pole furnished and installed. No direct measurement of material, labor, and serviced provided by the Contractor in completing this item.

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

### Bid Item 11 Lockable 24' Double Swing Pole Gate

**Unit:** Each

**Description:** This item shall consist of furnishing and installing lockable 24' wide double swing pole gates at the locations as shown on the plans. The concrete, backfill, structural excavation, barricade markers and any other ancillary equipment required is incidental.

**Measurement:** Measurement shall be by each pole gate furnished and installed. No direct measurement of material, labor, and serviced provided by the Contractor in completing this item.

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

### Bid item 12 Range Signage

**Unit:** Lump Sum

**Description:** This work shall consists of furnishing and installation of range Outer Limit Markers, Interior Limit Markers, and Range Lane Markers as indicated in the plans or as directed by the C&FMO. The aggregate, concrete, backfill, structural excavation, and any other ancillary equipment required is incidental

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

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

## SECTION III - BID ITEM DESCRIPTIONS

### Bid Item 13    Crushed Aggregate (12-Inch Thick)

**Unit:** Square Yard

**Description:** This work consists of furnishing and installing geotextile separator fabric and crushed aggregate to the lines and grades indicated in the plans and as per Specification Section 32 15 00 and Section 31 05 19.

**Measurement:** There will be no direct measurement of labor and services provided by the Contractor in completing this item.

**Payment:** Payment will be made at the contract unit price bid per square yard.

### Bid item 14    Crushed aggregate (8-Inch Thick)

**Unit:** Square Yard

**Description:** This work consists of furnishing and installing geotextile separator fabric and crushed aggregate to the lines and grades indicated in the plans and as per Specification Section 32 15 00 and Section 31 05 19.

**Measurement:** There will be no direct measurement of labor and services provided by the Contractor in completing this item.

**Payment:** Payment will be made at the contract unit price bid per square yard.

### Bid Item 15    Crushed Aggregate (4-Inch Thick)

**Unit:** Square Yard

**Description:** This work consists of furnishing and installing geotextile separator fabric and crushed aggregate to the lines and grades indicated in the plans and as per Specification Section 32 15 00 and Section 31 05 19.

**Measurement:** There will be no direct measurement of labor and services provided by the Contractor in completing this item.

**Payment:** Payment will be made at the contract unit price bid per square yard.

### Bid Item 16 - 19    30" HDPE, 24" HDPE, 18" HDPE, 15 HDPE

**Unit:** Linear Foot

**Description:** This work consists of furnishing and complete installation of high density polyethylene pipe, for storm drainage, to the lines and grade as shown on the plans and per Specification Section 33 40 01.

**Measurement:** In accordance Section 604.12 and 604.13 of the WVDOH Standard Specifications. No separate payment shall be made for cleaning and testing of the pipe.

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

## SECTION III - BID ITEM DESCRIPTIONS

### Bid Item 20 4' ID Manhole

**Unit:** Each

**Description:** This work consists of furnishing all material, labor, and incidentals associated with the installation of the storm drain manholes to the lines and grade as shown on the plans and per Specification Section 33 40 01.

**Measurement:** Measurement shall be based on each drain manhole in place completed, and accepted by the C&FMO.

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

### Bid Item 21 Area Inlets

**Unit:** Each

**Description:** This work consists of furnishing all material, labor, and incidentals associated with the installation of storm drain area inlets to the lines and grades as shown on the plans and per Specification Section 33 40 01.

**Measurement:** Measurement shall be based on each drain inlet in place, completed and accepted by the C&FMO.

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

### Bid Item 22 - 24 30", 24", 18" Flared End Sections

**Unit:** Each

**Description:** This work shall consist of furnishing and installation of end sections on the storm drain pipes as shown on the contract drawings and per Specification Section 33 40 01.

**Measurement:** Measurement shall be based on each flared end section furnished and in place, completed and accepted by the C&FMO.

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

### Bid Item 25 - 27 30', 24", and 18" Concrete Headwalls

**Unit:** Each

**Description:** This work consists of furnishing all material, labor, and incidentals associated with the installation of the concrete headwalls as shown on the plans and per Specification Section 33 40 01.

**Measurement:** Measurement shall be based on each concrete headwall in place, completed and accepted by the C&FMO.

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

## SECTION III - BID ITEM DESCRIPTIONS

**Bid Item 28 Rip Rap Apron**

**Unit:** Cubic Yard

**Description:** This work consists of furnishing and installing all material, labor, and incidentals associated with the riprap aprons as shown in the plans.

**Measurement:** Measurement will be based on each cubic yard of riprap furnished and installed in place and accepted by the C&FMO. There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

**Payment:** Payment shall be made at the contract unit price bid per cubic yard.

**Bid Item 29 Retaining Wall at Control Tower**

**Unit:** Lump Sum

**Description:** This work consists of furnishing all material, labor, and incidentals associated with the installation of the retaining wall at the Control Tower as shown in the plans and as per Specification Section 03 31 00.

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

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

**Bid Item 30 Concrete Steps at Control Tower**

**Unit:** Lump Sum

**Description:** This work consists of furnishing all material, labor, and incidentals associated with the installation of the concrete steps at the Control Tower as shown in the plans and as per Specification Section 03 31 00.00 10.

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

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

**Bid Item 31 Concrete Filled Pipe (Bollards)**

**Unit:** Each

**Description:** This work consists of furnishing and installing all material, labor, and incidentals associated with the bollards as shown in the plans.

**Measurement:** Measurement will be based on each bollard completed in place and accepted by the C&FMO. There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

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

## SECTION III - BID ITEM DESCRIPTIONS

### Bid Item 32 Electrical Service (To the Support Area and Control Tower)

**Unit:** Lump Sum

**Description:** The work shall consist of furnishing and installing permanent electric service and lightning protection from the point of connection to the control tower, support area buildings, and light as shown on the plans. This price shall fully compensate the contractor for providing conduits, excavation, backfill, sleeves, permits, wires, cables, poles, lights, transformers, transformer pads, testing and inspection, labor, equipment, tools, and incidentals to complete the item per the Specifications Division 26.

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

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

### Bid Item 33 Site Lighting at Firing Line

**Unit:** Lump Sum

**Description:** The work shall consist of furnishing and installing exterior lighting and wiring for a public address system along the proposed firing line. This price shall fully compensate the contractor for providing conduits, excavation, backfill, sleeves, permits, wires, cables, poles, lights, testing and inspection, labor, equipment, tools, and incidentals to complete the item per the Specifications Section 26 56 00 and Section 27 21 00 and the plans.

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

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

### Bid Item 34 Communications (To the Support Area and Control Tower)

**Unit:** Lump Sum

**Description:** The work shall consist of furnishing and installing permanent communication service from the point of connection to the control tower and support area buildings as shown on the plans. This price shall fully compensate the contractor for providing conduits, excavation, backfill, sleeves, permits, wires, cables, testing and inspection, labor, equipment, tools, and incidentals to complete the item per Specifications Section 27 21 00.

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

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

## SECTION III - BID ITEM DESCRIPTIONS

### Bid Item 35 Electrical Service (From the Control Tower to Down Range)

**Unit:** Lump Sum

**Description:** The work shall consist of furnishing and installing permanent electric service and lightning protection from the control tower to down range area as shown on the plans. This price shall fully compensate the contractor for providing conduits, excavation, backfill, sleeves, permits, wires, cables, poles, lights, transformers, transformer pads, testing and inspection, labor, equipment, tools, and incidentals to complete the item per the Specifications Division 26.

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

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

### Bid Item 36 Communications (From the Control Tower to Down Range)

**Unit:** Lump Sum

**Description:** The work shall consist of furnishing and installing permanent communication service from the control tower to the down range area as shown on the plans. This price shall fully compensate the contractor for providing conduits, excavation, backfill, sleeves, permits, wires, cables, testing and inspection, labor, equipment, tools, and incidentals to complete the item per Specifications Section 27 21 00.

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

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

### Bid Item 37 Range Control Tower

**Unit:** Lump Sum

**Description:** This work will consist of construction of a steel frame building with windows, doors, lighting fixtures, outlets, metal stairs and concrete footings as shown on the drawings.

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

**Payment:** Payment shall be made at the contract price bid per lump sum complete and in place.

### Bid Item 38 Ammo Breakdown Building

**Unit:** Lump Sum

**Description:** This work will consist of construction of a CMU brick wall building on a concrete slab with windows, doors, lighting fixtures, outlets and concrete footings as shown on the drawings.

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

**Payment:** Payment shall be made at the contract price bid per lump sum complete and in place.

## SECTION III - BID ITEM DESCRIPTIONS

### **Bid Item 39**      **Operations / Storage Building**

**Unit:** Lump Sum

**Description:** This work will consist of construction of a CMU brick wall building on a concrete slab with windows, doors, lighting fixtures, outlets and concrete footings as shown on the drawings.

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

**Payment:** Payment shall be made at the contract price bid per lump sum complete and in place.

### **Bid Item 40**      **Latrine**

**Unit:** Lump Sum

**Description:** This work will consist of construction of a CMU brick wall building on a concrete foundation with windows, door, various bathroom fixtures, equipment and permanent utility connections, lighting fixtures, and outlets. The work shall also consist of furnishing all labor, material and equipment, installation of designated reinforcing; sub-base, and poured-in-place concrete foundation and sand as shown on the drawings. The aggregate, backfill, excavation, rebar and any other ancillary equipment required is incidental.

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

**Payment:** Payment shall be made at the contract price bid per lump sum complete and in place.

### **Bid Item 41**      **General Instruction Building (Additive Bid Item)**

**Unit:** Lump Sum

**Description:** This work will consist of construction of a CMU brick wall building on a concrete slab with windows, doors, lighting fixtures, outlets and concrete footings as shown on the drawings.

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

**Payment:** Payment shall be made at the contract price bid per lump sum complete and in place.

### **Bid Item 42**      **Mess Shelter (Additive Bid Item)**

**Unit:** Lump Sum

**Description:** This work will consist of construction of a covered mess shelter with steel columns and a metal roof, on a concrete slab with metal tables, lighting fixtures, and outlets as shown on the plans.

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

**Payment:** Payment shall be made at the contract price bid per lump sum complete and in place



## SECTION III - BID ITEM DESCRIPTIONS

**Bid Item 43**    **Bleacher Enclosure (Additive Bid Item)**

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**Unit:**            Lump Sum

**Description:**    This work will consist of construction of a metal building, on a concrete slab, with steel columns, enclosed on three sides, with a metal roof, aluminum bleachers with guard rails, lighting fixtures, and outlets as shown on the plans.

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

**Payment:**        Payment shall be made at the contract price bid per lump sum complete and in place.

**BID BOND**

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Camp Dawson Modified Record Fire Range (MRFR), Kingwood, WV - Project No. 540103

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 18th day of September, 2008.

Principal Corporate Seal

Poerio, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President or Vice President)  
President  
(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company  
(Name of Surety)  
[Signature]  
Attorney-in-Fact  
Carole A. Skeilly

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

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint PETER B. BURKE, RYAN V. BURKE, CAROLE A. SKELLY, ALL OF THE CITY OF CANONSBURG, STATE OF PENNSYLVANIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 DOLLARS (\$ 50,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 12th day of July 2007.

LIBERTY MUTUAL INSURANCE COMPANY

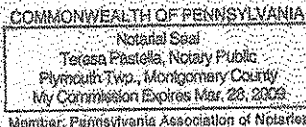
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of July, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 18th day of September, 2008.



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

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

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

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV011101

**Classification:**

ELECTRICAL  
GENERAL BUILDING  
GENERAL ENGINEERING  
HEATING, VENTILATING & COOLING  
PIPING  
PLUMBING

POERIO INCORPORATED  
PO BOX 458  
MONROEVILLE, PA 15146

**Date Issued**

**Expiration Date**

SEPTEMBER 30, 2007	SEPTEMBER 30, 2008
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Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.