



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
 DEFK10003

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

The Whiting-Turner Contracting Company
 300 East Joppa Road
 Baltimore, Maryland 21286

SHIP TO

DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 240 ARMY ROAD
 KINGWOOD, WV
 26537 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/05/2009				

BID OPENING DATE:

09/17/2009

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
BUILDING CONSTRUCTION CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT THE JITEC PROJECT AT CAMP DAWSON, KINGWOOD, WV, PER THE SPECIFICATION. MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 8/20/2009; 1:30 PM AT THE WVANG, CAMP DAWSON, KINGWOOD, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER. ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO						SEE ATTACHED BID FORM

2009 SEP 17 P 1:25
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	Timothy J. Regan	TELEPHONE 410-821-1100	DATE 9/17/09
TITLE Senior Vice President	FEIN 52-0529450	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, the State may deem this contract null and void, and terminate such contract 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."

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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<p>THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>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.</p> <p>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 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 WAG</p>						

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<p>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>(XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</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. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS</p>						

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<p>UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPABLE 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 & 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> <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</p>						

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<p>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 & 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 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</p>						

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<p>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 . . . 8/24/09 . . .</p> <p>NO. 2 . . . 8/31/09 . . .</p> <p>NO. 3 . . . 9/2/09 . . .</p> <p>NO. 4 . . . 9/9/09 . . .</p> <p>NO. 5</p>						

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<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>.....SIGNATURE <i>Timothy Reynolds</i> The Whiting-Turner Contracting Company COMPANY September 17, 2009 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 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>						

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<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: The Whiting-Turner Contracting Company</p> <p>CONTRACTORS LICENSE NO.: WV001768</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>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				JOHN ABBOTT (32)-----		
REQ. NO.:				DEFK10003-----		
BID OPENING DATE:				9/17/2009-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 410-337-2338						

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Andy Linden, Senior Project Manager						

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***** THIS IS THE END OF RFQ DEFK10003 ***** TOTAL:						SEE ATTACHED BID FORM

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'

ADVERTISEMENT FOR BIDS

Sealed bids for The Joint Interagency Training And Education Center #540105A, will be received by the State of West Virginia, in accordance with the Request for Quotations issued by the Purchasing Division, until the time and date listed in the State's Request for Quotations. Bids will be opened and publicly read aloud at that time.

The bidding documents consist of the Request for Quotations, plans, and specifications. The Request for Quotations can be obtained by contact the WV Purchasing Division Bid Request Line at (304) 558-2063, or in writing by contacting the address listed below.

Request for Quotations may be obtained by contacting:

State Of West Virginia
 Department Of Administration
 Purchasing Division
 2019 Washington Street, East
 Charleston, West Virginia 25305

Bid Request Line . . . 304-558-2063

One set of bidding documents or a CD that contains one set of bidding documents in PDF format for this project may be obtained by qualified prime contractors at the printer, NRI, 1705 DeSales St, NW Washington, DC 20036. Phone: (202) 293-3278, Fax (202) 296-6369. No partial sets of plans are available.

The following schedule is the cost for acquiring a set of the bidding documents:

- Cost for a full size set of bidding documents: \$ 3,716.96
- Cost for a ½ size set of bidding documents: \$ 1,664.73
- Cost for a CD containing PDF files of the bidding documents: \$ 300.00

Please note that this is the actual cost of the documents, and is not a refundable deposit.

Bidding documents may also be examined at Architect's office or at one of the following locations during regular business hours:

Kan. Valley Builder's Assoc.
 1627 Bigley Avenue
 Charleston, WV 25302
 304-342-7141

McGraw-Hill/F. W. Dodge
 437 19th Street
 Dunbar, WV 25064
 304-766-6880/FAX 304-766-6882

Contractors Association of WV
 2114 Kanawha Boulevard East
 Charleston, WV 25311
 304-342-1166/FAX 304-342-1074

Construction Employers Assoc.
 of North Central WV,
 2794 White Hall Blvd.
 White Hall, WV 26554
 304-367-1290/FAX 304-367-0126

Reed Construction Data
 30 Technology Parkway South
 Suite 100
 Norcross, GA 30092
 770-417-4000/
 FAX 770-849-6475

A pre-bid conference will be held Thursday, August 20, 2009 at 1:30 pm at the project site. Attendance of pre-bid conference is mandatory for all prime bidders. One copy of any addendum will be provided to prime bidders that attend the pre-bid conference only.

AECOM DESIGN
 ZMM, Inc. Architects And Engineers
 Capitol Engineering, Inc.
 August 3, 2009

Joint Interagency Training and Education Center #54015A
 Army National Guard, Camp Dawson, West Virginia

BID FORM

SECTION I – BASE BID AND ALTERNATES

DATED: 9/17/2009
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)
The Whiting-Turner Contracting Company
300 East Joppa Road
Baltimore, Maryland 21286

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 001768

SUBMITTED TO: State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

Joint Interagency Training and Education Center Camp Dawson Kingwood, West Virginia

all in accordance with the Drawings and Specifications as prepared by AECOM, 3101 Wilson Boulevard, Suite 900, Arlington, VA 22201.

BASE BID:

For the sum of: SIXTY FOUR MILLION, FIVE HUNDRED AND
SIXTY-NINE THOUSAND AND 00/100 DOLLARS (64,569,000.00)

ALTERNATES:

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

Refer to Section 00 10 30 "Alternates" for description of Alternates.

Alternate Bid No. 1: RTI Banqueting Expansion and Kitchen Modification

ADD the sum of: Three Million Two Hundred Seventy One Thousand Nine Hundred
Eighty One and 09/100 Dollars (\$ 3,271,981.09)

Alternate Bid No. 2: Billeting North Wing

ADD the sum of: Three Million One Hundred Sixty Six Thousand
One Hundred Sixty Two and 60/100 Dollars (\$ 3,166,162.60)

Alternate Bid No. 3: Liberty Lounge, Kitchen, Bar, and Game Room

ADD the sum of: One Million Four Hundred Seven Thousand Four Hundred
Seventeen and 31/100 Dollars (\$ 1,407,417.31)

Alternate Bid No. 4: RTI Vehicle Bay, Storage, and Chiller Wall Enclosure

ADD the sum of: One Million Six Thousand Six Hundred Seven
and 70/100 Dollars (\$ 1,006,607.70)

Alternate Bid No. 5: RTI Classroom Renovation

ADD the sum of: Seventy Six Thousand Thirty and 26/100 Dollars
_____ (\$ 76,030.26)

Alternate Bid No. 6: RTI-Billeting Connector, Superstructure

ADD the sum of: Four Hundred Sixty One Thousand Six
Hundred Eighty Seven and 32/100 Dollars (\$ 461,687.32)

Alternate Bid No. 7: RTI-Operations Center Connector

ADD the sum of: Five Hundred Sixty Eight Nine Hundred Ninety Nine
and 59/100 Dollars (\$ 568,999.59)

Alternate Bid No. 8: Not Used

Alternate Bid No. 9: South Parking Lots

ADD the sum of: Four Hundred Sixty Thousand Six Hundred
Seven and 25/100 Dollars (\$ 460,607.25)

Alternate Bid No. 10: Not Used

Alternate Bid No. 11: Landscaping

ADD the sum of: Two Hundred Eighty Four Thousand Four Hundred
Forty Three and 82/100 Dollars (\$ 284,443.82)

Alternate Bid No. 12: Billeting Courtyard Landscaping

ADD the sum of: Two Hundred Eighty One Thousand Six Hundred
Seventy Nine and 42/100 Dollars (\$ 281,679.42)

Alternate Bid No. 13: Site Concrete Sidewalks

ADD the sum of: Two Hundred Ninety Thousand Five Hundred Fifty
Eight and 00/100 Dollars (\$ 290,558.00)

Alternate Bid No. 14: Low Level Exterior Lighting

ADD the sum of: Forty Seven Thousand Seven Hundred Two
and 02/100 Dollars (\$ 47,702.02)

Alternate Bid No. 15: 2mW Generator

ADD the sum of: One Million Nine Hundred Fifty Five Thousand Nine Hundred
Ninety Eight and 29/100 Dollars (\$ 1,955,998.29)

Alternate Bid No. 16: Redundant Electrical Service to Operations Building

ADD the sum of: One Hundred Six Thousand Three Hundred Eighty Four
and 19/100 Dollars (\$ 106,384.19)

Alternate Bid No. 17: Redundant UPS And Battery at Operations Building

ADD the sum of: Three Hundred One Thousand Thirty Two and
28/100 Dollars (\$ 301,032.28)

Alternate Bid No. 18: Mechanical Redundancy System at Operations Building

ADD the sum of: Sixty Four Thousand Eight Hundred Seventy
Two and 23/100 Dollars (\$ 64,872.23)

Alternate Bid No. 19: RTI-PX Expansion

ADD the sum of: Forty Five Thousand Four^{Hundred} Twenty Nine and
40/100 Dollars (\$ 45,429.40)

Alternate Bid No. 20: RTI-Security Desk

ADD the sum of: Eighty One Thousand Three Hundred Thirty One
and 13/100 Dollars (\$ 81,331.13)

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than 1,460 calendar days from Notice to Proceed. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, GP-54 of the General Provisions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty.

If awarded contract on Base Bid and Alternates, I (we) agree to perform the work including base bid and all alternates to substantial completion (or-beneficial occupancy) in 1,190 days. The project will be ready for occupancy and use no later than 1,460 calendar days from Notice to Proceed. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Supplemental Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government. Additional liquidated damages will be assessed for Alternate Bid No. 1 (RTI Banqueting Expansion and Kitchen Modification) based upon substantial completion at 240 calendar days from start of work for this Alternate Bid Item.

In addition to the above noted bid items, the I (we) agree to incorporate the following milestones and phasing requirements into the contract.

Due to sources of funding and timing of available funds, the Bidder will be required to phase the project. Proposed phasing identified in the contract documents is a minimum requirement. The Bidder will be required to submit a detailed phasing plan. Deviations to the milestone requirements or phasing shall be submitted to the Administrative Contracting Officer and Architect for approval. The phasing plan with the following milestones shall be submitted within Thirty (30) calendar days from Notice to Proceed.

1. Site phasing: The Bidder shall develop a phasing plan and coordinate the work in a manner that maintains government access to the site and all buildings throughout the duration of the project.
2. The Bidder shall develop a phasing plan and coordinate the work in a manner that maintains the existing parking counts at all times during the construction. This may be accomplished by the Bidder through the development of temporary parking lots, and/or phasing of permanent parking lots.
3. Minimum site phasing requirements are as follows:
 - a. The Bidder shall construct the ACP/Temporary construction entrance, construction road, construction guard house and fencing/gates for the use of the Bidder and other contractors on site prior to commencing any other site work. This temporary construction access road and entry will be maintained operational by the Bidder for the duration of the contract.
 - b. Demolition of existing buildings 200 and 201 shall not commence prior to Jan. 4, 2010 unless approved in advance by the Government.
 - c. Rough grading and soils excavation for the borrow and fills required for the project shall generally take place during the months of May to October 2010 to take advantage of weather conditions at Camp Dawson. Grading and use of borrow and fill soils outside of these months might produce wet or unsuitable soils conditions. The Bidder is to assume this in his bid. If the Bidder proposes to rough grade outside of this period then the Bidder will propose mitigation measures at no cost to the government for bad weather or unsuitable soils conditions.
 - d. North and east loop road shall be completed prior to demolition of the existing west road.
4. If Alternate Bid No. 1 – RTI Banqueting Expansion and Kitchen Modification- is accepted, this work shall not commence prior to April 1, 2011 and shall be substantially completed in 240 calendar days. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Supplemental Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty.
5. If Alternate Bid No. 2 – Billeting North Wing is accepted, it shall be substantially complete at the same time as the rest of the Billeting Building (within 1,190 days of initial project NTP).
6. If Alternate Bid No. 3- Liberty Lounge, Kitchen, Bar and Game Room- is accepted, the relocation of equipment and shutdown of the existing snack bar shall not be concurrent with the work required to complete alternate 1. The Bidder shall schedule the work so that at least one kitchen and dining area is open for the government's use at all time.
7. If Alternate No. 4 – RTI Vehicle Bay, Storage and Chiller Wall Enclosure- is accepted, this work shall not commence prior to April 1, 2011 and shall be substantially completed in 240 calendar days.

8. If Alternates Nos. 5, 6 and/or 7 (Connectors and Classroom renovations) are accepted, this work shall not be started until 240 days prior to substantial completion of the Ops and Billeting buildings.

9. If Alternate No. 19 – PX Expansion- is accepted, this work shall not commence until the snack bar kitchen equipment has been relocated to the liberty lounge. The PX expansion may not occur at the same time as the shutdowns of the main dining room.

10. If Alternate 20- RTI Security Desk is accepted, this work shall not commence until substantial completion has been achieved on the new Billeting building. This alternate shall be completed within 60 days of starting work.

11. All other Alternates accepted by the government not mentioned above may be executed at any time within the NTP and the project substantial completion milestone subject to the Bidder presenting a phasing plan for this work.

The Bidder acknowledges that there are other related and separate projects at Camp Dawson. The Bidder shall allow other contractors and the government to use the temporary construction gate and road.

Other projects at Camp Dawson include but are not limited to:

1. Challenge Academy
2. Multipurpose building

Other project related to the JITEC project that will require the Bidder to coordinate with other contractors are:

1. The main Access Control Gate, guardhouse, and entry road project.
2. Utility projects by the local utilities required for services to this project
3. Installation of Audio/Visual equipment in the Ops, Billeting and RTI required to complete the facilities.
4. Installation of Security systems equipment in the Ops, Billeting and RTI required to complete the facilities.
5. Installation of data/communications equipment in the Ops, Billeting and RTI required to complete the facilities.
6. Installation of Furniture, fixtures and equipment (FF&E) and specialty signage and graphic in the Ops, Billeting and RTI required to complete the facilities.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

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 may not be withdrawn for a period of 90 days.

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

Add. #1 - 8/24/09

Add. #2 - 8/31/09

Add. #3 - 9/2/09

ADD#4 - 9/09/09

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

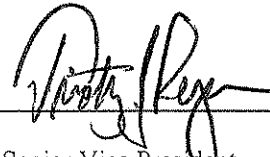
The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

SIGNATURE OF BIDDER:

Firm: The Whiting-Turner Contracting Co.

By:



Address: 300 East Joppa Road

Title:

Senior Vice President

Address: Baltimore, Maryland 21286

Phone:

(410) 821-1100

Address: _____

Fax:

(410) 337-2338

END OF SECTION I

SECTION II - BID ITEMS AND UNIT COSTS

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 the Contract Sum.

The Architect shall be notified if the Bidder's takeoff varies significantly from the estimated quantities.

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
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Primary Facility Base Bid					
1	Billeting	1	LS	27,232,429	27,232,429.00
2	Operations Building	1	LS	\$20,829,045.00	\$ 20,829,045.00
3	RTI-Billeting Connector, Slab and Foundations	1	LS	\$ 460,086.00	\$ 460,086.00
PRIMARY FACILITY BASE BID TOTAL					48,521,560.00

Project Administration/ Quality Control Base Bid					
4	Mobilization/Demobilization	1	LS	\$2,233,318	\$ 2,233,318.04
5	General Administration	1	LS	\$ 6,451,652.00	\$ 6,451,652.00
6	Project Quality Control	1	LS	\$ 725,850.00	\$ 725,850.00
PROJECT ADMINISTRATION/QUALITY CONTROL TOTAL					\$ 9,410,820.04

Civil/Site Base Bid					
Site Preparation					
7	ACP/Construction Entrance	1	LS	\$ 53,679.50	\$ 53,679.50
8	Borrow Area Utility Relocation	1	LS	\$ 40,000.00	\$ 40,000.00
9	Building Demolition	1	LS	\$ 63,000.00	\$ 63,000.00
10	Sediment and Erosion Control	1	LS	\$ 55,000.00	\$ 55,000.00
11	Site Preparation	1	LS	\$ 256,800.00	\$ 256,800.00
12	Temporary Gravel Parking Lot	1	LS	\$ 40,333.00	\$ 40,333.00
Earthwork					
13	Unclassified Excavation	110,000	CY	\$ 3.00	\$ 330,000.00
14	Subgrade Preparation	20,050	SY	\$ 3.18	\$ 63,759.00
15	Soil Drying	1,000	TN	\$ 164.52	\$ 164,520.00
16	Soil Conditioning	30,000	SY	\$ 4.39	\$ 131,700.00
17	Over-Excavation	10,000	SY	\$ 21.54	\$ 215,400.00
18	6" Subsurface Drains	2,500	LF	\$ 16.65	\$ 41,625.00
19	8" Subsurface Drains	1,700	LF	\$ 24.04	\$ 40,868.00
Roads					
20	6" Concrete Pavement	1,800	SY	\$ 90.00	\$ 162,000.00
21	HMA Wearing Course	1,760	TN	\$ 77.00	\$ 135,520.00
22	HMA Base Course	7,150	TN	\$ 64.00	\$ 457,600.00

23	Free Draining Base	4,700	TN	\$ 57.00	\$ 267,900.00
24	Free Draining Base Trench and Piping	5,660	LF	\$ 11.80	\$ 66,788.00
25	Fabric Separation	21,100	SY	\$ 1.25	\$ 26,375.00
26	Class I Stone	3,600	TN	\$ 21.75	\$ 78,300.00
27	Pavement Marking	1	LS	\$ 12,200.00	\$ 12,200.00
28	Wheel Stops	193	EA	\$ 130.00	\$ 25,090.00
29	Concrete Curbing	2,730	LF	\$ 27.81	\$ 75,921.30
30	Signage	1	LS	\$ 10,000.00	\$ 10,000.00
31	Automatic Gates	5	EA	\$ 61,419.00	\$ 307,095.00
Water					
32	1" PVC Water	60	LF	\$ 31.48	\$ 1,888.80
33	1.5" Pre-Insulated Water	70	LF	\$ 178.00	\$ 12,460.00
34	2" PVC Water	60	LF	\$ 42.92	\$ 2,575.20
35	4" Pre-Insulated Water	70	LF	\$ 221.00	\$ 15,470.00
36	6" Pre-Insulated Water	420	LF	\$ 270.00	\$ 113,400.00
37	6" PVC Water	480	LF	\$ 25.34	\$ 12,163.20
38	6" DIP Water	56	LF	\$ 79.95	\$ 4,477.20
39	8" Pre-Insulated Water	430	LF	\$ 330.00	\$ 141,900.00
40	8" DIP Water	200	LF	\$ 42.26	\$ 8,452.00
41	8" PVC Water	2,010	LF	\$ 29.52	\$ 59,335.20
42	10" PVC Water	2,400	LF	\$ 59.14	\$ 141,936.00
43	PIV	2	EA	\$ 2,195.00	\$ 4,390.00
44	Fire Hydrant	7	EA	\$ 3,692.00	\$ 25,844.00
45	Valve Box for Pre-Insulated Pipe	4	EA	\$ 20,700.00	\$ 82,800.00
Sewer					
46	Manholes, Sanitary Sewer	140	VF	\$ 264.52	\$ 37,032.80
47	Frame and Cover, Sanitary Sewer	18	EA	\$ 509.18	\$ 9,165.24
48	Manholes Modification, Sanitary Sewer	2	EA	\$ 2,596.00	\$ 5,192.00
49	4" PVC Sanitary Sewer	120	LF	\$ 33.40	\$ 4,008.00
50	6" DIP Sanitary Sewer	200	LF	\$ 34.72	\$ 6,944.00
51	6" PVC Sanitary Sewer	2,000	LF	\$ 23.41	\$ 46,820.00
52	8" PVC Sanitary Sewer	700	LF	\$ 34.60	\$ 24,220.00
53	12" PVC Sanitary Sewer	925	LF	\$ 30.75	\$ 28,443.75
54	15" PVC Sanitary Sewer	260	LF	\$ 42.80	\$ 11,128.00
55	Cleanout, Sanitary Sewer	30	EA	\$ 981.26	\$ 29,437.80
Gas					
56	4" PE Gas Service Line	9,100	LF	\$ 8.18	\$ 74,438.00
57	Gas Regulator	1	EA	\$ 3,550.00	\$ 3,550.00
Storm Drainage					
58	Type 4 Ditch	1,000	LF	\$ 6.40	\$ 6,400.00
59	Type 5 Ditch	100	LF	\$ 40.47	\$ 4,047.00
60	6" PVC Storm	1,200	LF	\$ 22.48	\$ 26,976.00

61	8" PVC Storm	620	LF	\$ 25.83	\$ 16,014.60
62	12" PVC Storm	1,520	LF	\$ 21.69	\$ 32,968.80
63	Cleanout, Storm	10	EA	\$ 981.25	\$ 9,812.50
64	12" Yard Drains	15	EA	\$ 1,293.00	\$ 19,395.00
65	12" In-Line Inlets	25	EA	\$ 1,744.00	\$ 43,600.00
66	12" HDPE Storm	1,000	LF	\$ 38.31	\$ 38,310.00
67	18" HDPE Storm	1,560	LF	\$ 38.68	\$ 60,340.80
68	24" HDPE Storm	560	LF	\$ 56.72	\$ 31,763.20
69	30" HDPE Storm	1,290	LF	\$ 60.18	\$ 77,632.20
70	36" HDPE Storm	1,900	LF	\$ 83.95	\$ 159,505.00
71	Drop Inlet Modification	9	EA	\$ 2,379.00	\$ 21,411.00
72	Type "B" Drop Inlets	19	EA	\$ 1,765.00	\$ 33,535.00
73	Type "B" Inlet Grate and Frame	20	EA	\$ 508.00	\$ 10,160.00
74	Type "G" Drop Inlets	2	EA	\$ 7,355.00	\$ 14,710.00
75	Type "G" Inlet Grate and Frame	2	EA	\$ 2,224.00	\$ 4,448.00
76	Junction Box	17	EA	\$ 2,069.00	\$ 35,173.00
77	Concrete Headwall	2	EA	\$ 1,636.00	\$ 3,272.00
78	Mitered Headwall	1	EA	\$ 7,004.00	\$ 7,004.00
79	Miscellaneous Drainage	1	LS	\$ 225,790.00	\$ 225,790.00
Power and Communications					
80	Transformer Pads	2	EA	\$ 1,280.00	\$ 2,560.00
81	Communications Duct Bank Type 1	2,670	LF	\$ 98.75	\$ 263,662.50
82	Communications Duct Bank Type 2	115	LF	\$ 1,155.00	\$ 132,825.00
83	Communications Duct Bank Type 3	550	LF	\$ 338.00	\$ 185,900.00
84	Communications Duct Bank Type 4	220	LF	\$ 94.00	\$ 20,680.00
85	Site Medium Voltage Ducbank and Cabling	1,904	LF	\$ 37.91	\$ 72,180.64
86	Sectionalizing Juntion Boxes	5	EA	\$ 387.80	\$ 1,939.00
87	Handholes	10	EA	\$ 2,604.80	\$ 26,048.00
88	Site Medium Voltage Accessories, Testing, Foundations, Splices, Fusing, Phasing	1	LS	\$ 14,379.00	\$ 14,379.00
89	Transformer A	1	LS	\$ 60,772.00	\$ 60,772.00
90	Transformer B	1	LS	\$ 68,594.00	\$ 68,594.00
91	Transformer Billeting	1	LS	\$ 7,198.00	\$ 7,198.00
92	Conduit and Wiring for Disconnects and Cameras	2,017	LF	\$ 4.56	\$ 9,197.52
93	Fused Disconnect Switches	7	EA	\$ 271.71	\$ 1,901.97
94	Security Camera Connection	4	EA	\$ 319.00	\$ 1,276.00

95	Site Power Demolition	1	LS	\$ 17,924.00	\$ 17,924.00
96	Low Level Lighting Demolition	44	EA	\$ 48.00	\$ 2,112.00
97	Pole Mounted Lighting and Pole Demolition	13	EA	\$ 1,348.00	\$ 17,524.00
98	Removed and Relocated Light Poles	41	EA	\$ 410.00	\$ 16,810.00
99	Lighting Branch Circuit Conduit with Wiring	9,081	LF	\$ 6.25	\$ 56,756.25
100	Pole Lights and Bases	60	EA	\$ 1,245.00	\$ 74,700.00
101	Bollards and Bases	88	EA	\$ 60.40	\$ 5,315.20
102	Step Lights	4	EA	\$ 200.00	\$ 800.00
103	Low Voltage Ductbank and Feeders	310	LF	\$ 15.15	\$ 4,696.50
Landscaping					
104	Concrete Unit Pavers	245	SY	\$ 139.86	\$ 34,265.70
105	Pedestrian Concrete Walks	3,138	SY	\$ 81.00	\$ 254,178.00
106	Site Retaining Wall	360	LF	\$ 246.00	\$ 88,560.00
107	Concrete Site Steps	1	LS	\$ 23,000.00	\$ 23,000.00
108	Handicapped Access Ramp	1	LS	\$ 27,500.00	\$ 27,500.00
109	ADA Curb Ramp	4	EA	\$ 823.00	\$ 3,292.00
110	ADA Warning Pavers-Flush Crossing	5	EA	\$ 532.00	\$ 2,660.00
111	Flagpole	1	EA	\$ 6,000.00	\$ 6,000.00
112	Ornamental Bollards	4	EA	\$ 2,500.00	\$ 10,000.00
113	Pipe Bollards	69	EA	\$ 750.00	\$ 51,750.00
114	Bicycle Racks	29	EA	\$ 300.00	\$ 8,700.00
115	Remove / Reinstall Ex. Cannons / Plaque	1	LS	\$ 7,500.00	\$ 7,500.00
116	Remove / Reinstall Ex. Howitzer	1	LS	\$ 8,500.00	\$ 8,500.00
117	Stone Mulch	650	SY	\$ 35.00	\$ 22,750.00
118	Lawn	1	LS	\$ 110,999.85	\$ 110,999.85
CIVIL/SITE BASE BID TOTAL					\$ 6,636,620.22

BASE BID TOTAL*	64,569,000.00
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*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID

Alternate Bid Items					
Alternate #1 - RTI Banqueting Expansion and Kitchen Modification					
119	RTI Banqueting Expansion and Kitchen Modification	1	LS	\$ 3,223,787.74	\$ 3,223,787.74
120	Site Preparation	1	LS	\$ 1,775.00	\$ 1,775.00
121	Unclassified Excavation	1	LS	\$ 7,101.00	\$ 7,101.00
122	Subgrade Preparation	300	SY	\$ 3.95	\$ 1,185.00
123	6" Concrete Pavement	300	SY	\$ 90.00	\$ 27,000.00
124	Free Draining Base	71	TN	\$ 11.80	\$ 837.80
125	Fabric Separation	315	SY	\$ 1.25	\$ 393.75
126	Class I Stone	53	TN	\$ 21.75	\$ 1,152.75
127	6" PVC Storm	90	LF	\$ 22.48	\$ 2,023.20
128	8" PVC Storm	20	LF	\$ 25.83	\$ 516.60
129	Trench Drain Modification	1	LS	\$ 3,500.00	\$ 3,500.00
130	Concrete Curbing	69	LF	\$ 39.25	\$ 2,708.25
Alternate #1 Total					\$ 3,271,981.09
Alternate #2 - Billeting North Wing					
131	Billeting North Wing	1	LS	\$ 3,166,162.60	\$ 3,166,162.60
Alternate #2 Total					\$ 3,166,162.60
Alternate #3 - Liberty Lounge, Kitchen, Bar, and Game Room					
132	Liberty Lounge, Kitchen, Bar, and Game Room	1	LS	\$ 1,321,186.74	\$ 1,321,186.74
133	Special Paving (Flagstone on Concrete)	217	SY	\$ 190.26	\$ 41,286.42
134	Special Paving (Flagstone on Sand)	145	SY	\$ 189.27	\$ 27,444.15
135	Salvaged Site Boulders	1	LS	\$ 17,500.00	\$ 17,500.00
Alternate #3 Total					\$ 1,407,417.31
Alternate #4 - RTI Vehicle Bay, Storage, and Chiller Wall Enclosure					
136	RTI Vehicle Bay, Storage, and Chiller Wall Enclosure Primary Facility	1	LS	\$ 883,279.80	\$ 883,279.80
137	Site Preparation	1	LS	\$ 1,775.00	\$ 1,775.00
138	Unclassified Excavation	1	LS	\$ 7,101.00	\$ 7,101.00
139	Subgrade Preparation	510	SY	\$ 3.95	\$ 2,014.50
140	6" Concrete Pavement	100	SY	\$ 90.00	\$ 9,000.00
141	HMA Wearing Course	35	TN	\$ 100.00	\$ 3,500.00
142	HMA Base Course	180	TN	\$ 73.00	\$ 13,140.00
143	Free Draining Base	120	TN	\$ 64.00	\$ 7,680.00
144	Free Draining Base Trench and Piping	60	LF	\$ 11.80	\$ 708.00
145	Fabric Separation	500	SY	\$ 1.25	\$ 625.00

146	Class I Stone	90	TN	\$ 21.75	\$ 1,957.50
147	Automatic Gates	1	EA	\$ 67,627.00	\$ 67,627.00
148	8" PVC Storm	30	LF	\$ 25.83	\$ 774.90
149	Trench Drain Modification	1	LS	\$ 3,500.00	\$ 3,500.00
150	Concrete Curbing	100	LF	\$ 39.25	\$ 3,925.00
Alternate #4 Total					\$ 1,006,607.70
Alternate #5 - RTI Classroom Renovation					
151	RTI Classroom Renovation	1	LS	\$ 76,030.26	\$ 76,030.26
Alternate #5 Total					\$ 76,030.26
Alternate #6 - RTI-Billeting Connector, Superstructure					
152	RTI Billeting Connector, Superstructure	1	LS	\$ 461,687.32	\$ 461,687.32
Alternate #6 Total					\$ 461,687.32
Alternate #7 - RTI-Operation Center Connector					
153	RTI-Operations Center Connector	1	LS	\$ 568,999.59	\$ 568,999.59
Alternate #7 Total					\$ 568,999.59
Alternate #8 - Not Used					
Alternate #9 - South Parking Lots					
154	Subgrade Preparation	6,600	SY	\$ 5.00	\$ 33,000.00
155	HMA Wearing Course	560	TN	\$ 77.00	\$ 43,120.00
156	HMA Base Course	1,300	TN	\$ 64.00	\$ 83,200.00
157	Free Draining Base	1,560	TN	\$ 58.00	\$ 90,480.00
158	Free Draining Base Trench and Piping	2,020	LF	\$ 11.80	\$ 23,836.00
159	Fabric Separation	6,600	SY	\$ 1.25	\$ 8,250.00
160	Class I Stone	1,120	TN	\$ 21.75	\$ 24,360.00
161	Pavement Marking	1	LS	\$ 13,300.00	\$ 13,300.00
162	Wheel Stops	198	EA	\$ 130.00	\$ 25,740.00
163	Concrete Curbing	3,250	LF	\$ 27.71	\$ 90,057.50
164	Signage	1	LS	\$ 25,263.75	\$ 25,263.75
Alternate #9 Total					\$ 460,607.25
Alternate #10 - Not Used					

Alternate #11 - Landscaping					
165	Planting	1	LS	\$ 246,016.82	\$ 246,016.82
166	Bioswales	1	LS	\$ 38,427.00	\$ 38,427.00
Alternate #11 Total					\$ 284,443.82
Alternate #12 - Billefing Courtyard Landscaping					
167	Stone Mulch	967	SY	\$ 50.00	\$ 48,350.00
168	Crushed Stone Path	117	SY	\$ 55.00	\$ 6,435.00
169	Courtyard Planting	1	LS	\$ 226,894.42	\$ 226,894.42
Alternate #12 Total					\$ 281,679.42
Alternate #13 - Site Concrete Sidewalks					
170	Pedestrian Concrete Walks	3,207	SY	\$ 86.00	\$ 275,802.00
171	ADA Curb Ramp	15	EA	\$ 700.00	\$ 10,500.00
172	ADA Warning Pavers-Flush Crossing	8	EA	\$ 532.00	\$ 4,256.00
Alternate #13 Total					\$ 290,558.00
Alternate #14 - Low Level Exterior Lighting					
173	Low Level Exterior Lighting	1	LS	\$ 47,702.02	\$ 47,702.02
Alternate #14 Total					\$ 47,702.02
Alternate #15 - 2mW Generator					
174	2mW Generator	1	LS	\$ 1,955,998.29	\$ 1,955,998.29
Alternate #15 Total					\$ 1,955,998.29
Alternate #16 - Redundant Electrical Service to Operations Building					
175	Transformer Pad	1	EA	\$ 3,000.00	\$ 3,000.00
176	Redundant Electrical Service to Operations Building	1	LS	\$ 103,384.19	\$ 103,384.19
Alternate #16 Total					\$ 106,384.19
Alternate #17 - Redundant UPS and Battery at Operations Building					
177	Redundant UPS and Battery at Operations Building	1	LS	\$ 301,032.28	\$ 301,032.28
Alternate #17 Total					\$ 301,032.28
Alternate #18 - Mechanical Redundancy System at Operations Building					
178	Mechanical Redundancy System at Operations Building	1	LS	\$ 64,872.23	\$ 64,872.23
Alternate #18 Total					\$ 64,872.23

Alternate #19 - RTI-PX Expansion					
179	RTI-PX Expansion	1	LS	\$ 45,429.40	\$ 45,429.40
Alternate #19 Total					\$ 45,429.40
Alternate #20 - RTI-Security Desk					
180	RTI-Security Desk	1	LS	\$ 81,331.13	\$ 81,331.13
Alternate #20 Total					\$ 81,331.13
ALTERNATE BID ITEM TOTAL					\$ 13,878,923.89
TOTAL COST WITH ALTERNATES					78,447,924

END OF SECTION II

SECTION III – DESCRIPTION OF BID ITEMS

Bid Item 1:	Billeting
Unit:	Lump Sum (LS)
Description:	<p>The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional Billeting building and/or assembly as shown under Base Bid in the Drawings and Specifications. The Billeting building includes all new billeting rooms, the connections to the existing billeting portion of the Regional Training Institute (RTI), and support spaces for the billeting room including lobbies, corridors, administration and check-in space, toilets, as well as mechanical, electrical, and data rooms.</p> <p>This item shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter, which includes the perimeter of the existing building as well as all additions. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; pre-cast concrete; structural steel; metal stud framing; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; stairs; railings; doors; windows; finishes; casework; mechanical systems; electrical systems; fire suppression system; fire alarm; and data systems. The full extent of this work is defined by the Contract Documents, including the Drawings (Volume 2) and Project Manual, dated August 3, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.</p>
Measurement:	Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).
Payment:	Payment for item will be in accordance with the specifications.
Bid Item 2:	Operations Building
Unit:	Lump Sum (LS)
Description:	<p>The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional Operations Building and/or assembly as shown under Base Bid in the Drawings and Specifications. The Operations Building includes new administrative and training space.</p>

This item shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter, which includes the perimeter of the existing building as well as all additions. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; pre-cast concrete; structural steel; metal stud framing; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; stairs; railings; doors; windows; finishes; casework; mechanical systems; electrical systems; fire suppression system; fire alarm; and data systems. The full extent of this work is defined by the Contract Documents, including the Drawings (Volume 3) and Project Manual, dated August 3, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

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

Bid Item 3: RTI-Billeting Connector, Slab and Foundations

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional slab and foundation for the RTI-Billeting Connector as shown under Base Bid in the Drawings and Specifications. The superstructure for this connector is covered under Alternate #6.

This item shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the connector perimeter, which includes the perimeter of the existing building as well as all additions. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; and concrete. The full extent of this work is defined by the Contract Documents, including the Drawings (Volume 4) and Project Manual, dated August 3, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

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

Bid Item 4: Mobilization/Demobilization

Unit: Lump Sum (LS)

Description: The work shall consist of activities including, but not limited to, construction preparatory operations, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; and storage facilities.

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

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

Bid Item 5: General Administration

Unit: Lump Sum (LS)

Description: This work shall consist of performing the construction administrative duties associated with managing the construction of the Project as stated in Division 1 and throughout the Specifications, providing construction layout, providing temporary utilities for the site until 100% acceptance of the project by the COTR, and coordination of permanent utility installation and tie-in of site grading and access roads, administration and maintenance of all required permits for the project, including permit fees.

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

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

Bid Item 6: Project Quality Control

Unit: Lump Sum (LS)

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

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

Payment: This item will be paid for at the contract lump sum price at satisfactory completion of work.

Bid Item 7: ACP/Construction Entrance

Unit: Lump Sum (LS)

Description: This work shall consist of the construction and maintenance of the alternate entrance as shown on the plans to include excavation, geotextile, aggregate, asphalt paving, pavement markings, signage, lighting, fencing, gates and temporary tie-ins to site access roads as necessary to accommodate traffic flow throughout the duration of the project. The maintenance of this item shall continue until removal is directed by the COTR or substantial completion of the entire project. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work. Maintenance of this item requires patching and/or resurfacing when the pavement has irregularities greater than 1" over a 36" straight edge, or the pavement surface is breaking into separate pieces (1" or larger in size).

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 80% of the lump sum price at the time of completion and acceptance by the COTR. Another 10% of the bid item shall be paid at the 18 month anniversary of initial acceptance by the COTR with the final 10% paid at demobilization and project closeout.

Bid Item 8: Borrow Area Utility Relocation

Unit: Lump Sum (LS) (Allowance)

Description: This work shall consist of relocating the existing Verizon and Allegheny Power service lines to the new locations shown on the Plans or as required by the utilities. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The contractor will not bid on this utility work, but will be reimbursed the actual approved invoice cost. The contractor shall submit an estimate for the relocation work to the COTR for approval prior to execution.

Payment: This item shall be paid for the approved invoice from the utility company, based on acceptance of the relocation by the affected utility and the COTR.

Bid Item 9: Building Demolition

Unit: Lump Sum (LS)

Description: This work shall consist of, but is not limited to, the demolition of structures as shown on the plans, salvaging specified equipment, meeting LEED requirements for construction waste management, and disposing of materials not salvaged or recycled off site in an approved landfill or other approved disposal facility. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

Payment: Payment shall be made as a percentage of work completed and accepted completion by the COTR.

Bid Item 10: Sediment and Erosion Control

Unit: Lump Sum (LS)

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

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

Payment: Payment for item shall be in three installments. The first payment of 50% of the lump sum price shall be made on the first estimate following issuance of a WV NPDES Construction Stormwater Permit and installation of best management practices required by the approved Stormwater Pollution Prevention Plan. The second payment of 25% shall be made on the next estimate following finish grading and stabilization of all waste and borrow areas. The remaining 25% shall be paid upon termination of the WV NPDES permit by the WVDEP for properly stabilizing the site, demobilization, and final completion of the Project.

Bid Item 11: Site Preparation

Unit: Lump Sum (LS)

Description: This work shall include, but is not limited to, the removal of trees and other vegetation, topsoil stripping and stockpiling within the construction limits, removal of existing utilities, Building 202 Grease Trap relocation, installation and removal of temporary utilities, tie-in of the existing gravel access road for Pierce Lake to the new road, and clearing and grubbing of all areas disturbed by the Contractor. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

Payment: Payment shall be made as a percentage of work completed and accepted completion by the COTR.

Bid Item 12: Temporary Gravel Parking Lot

Unit: Lump Sum (LS)

Description: This work shall consist of the installation, maintenance, and removal of a gravel parking lot and associated gravel access roads. The gravel access roads will be moved once after initial installation to accommodate changing traffic patterns as the project progresses. Work shall include the maintenance of this item to prevent water ponding, (surface irregularities greater than 2" across a 36" straight edge require regrading) and the restoration of the site to a lawn area. Excavation, subgrade preparation, geotextile, stone, aggregate, temporary signage, and restoration efforts to include aggregate removal, topsoil replacement, lawn preparation and seeding associated with the parking lot and access roads are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

Payment: Payment for item shall be in three installments. The first payment of 80% of the lump sum price will be made on the first estimate following construction and acceptance of the access roads and temporary parking by the COTR. The second payment of 10% shall be due on the 18-month anniversary of the first payment on this item. The remaining 10% shall be paid upon removal and satisfactory site restoration of the access roads and temporary parking area.

Bid Item 13: Unclassified Excavation

Unit: Cubic Yard (CY)

Description: This work shall consist of, but is not limited to, unclassified excavation, loading and hauling of excavated material, placement and compaction, and shall include final grading, shaping and contouring of the excavation and fill areas. The terms for earthwork used in the remainder of this Section imply excavation in native materials. The Contractor, with approval of the COTR, shall adjust the final grades as necessary to create a finished project. The Contractor shall excavate to the lines and grades shown on the Plans. The Contractor shall perform all excavation of every description and of whatever materials encountered to the depths indicated on the Plans. No additional compensation shall be considered for rock excavation. Over-excavation and/or fill not shown on the Plans or specified herein shall be at the Contractor's expense, unless approved by the COTR prior to commencing such work. If unsuitable materials exist below the grades shown on the Plans, this material shall be removed with the prior approval of the COTR and shall be paid per the unit price for "Overexcavation".

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

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

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

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

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

Bid Items

14, 122, 139, 154: Subgrade Preparation

Unit: Square Yard (SY)

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

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

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

Bid Item 15: Soil Drying

Unit: Ton (TN)

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

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

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

Bid Item 16: Soil Conditioning

Unit: Square Yard (SY)

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

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

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

Bid Item 17: Over-excavation

Unit: Square Yard (SY)

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

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

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

**Bid Items
18 – 19: 6" Subsurface Drains, 8" Subsurface Drains**

Unit: Linear Foot (LF)

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

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

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

Bid Items

20, 123, 140: 6" Concrete Pavement

Unit: Square Yard (SY)

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

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

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

Bid Items

21, 141, 155: HMA Wearing Course

Unit: Ton (TN)

Description: This work shall consist of furnishing and installing designated scratch course and wearing course asphalt in accordance with the Plans and Specifications. The completed pavement shall be accepted, with respect to compaction, on a lot-to-lot basis. Each lot shall consist of approximately 2,000 SF of each layer or course by shall be taken at a random location of each of the five sub-lots.

The target percentage of density shall be 96 percent.

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

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

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed

upon automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered.

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

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

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

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

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

Bid Items

22, 142, 156: HMA Base Course

Unit: Ton (TN)

Description: This work shall consist of furnishing and installing designated base course asphalt in accordance with the Plans and Specifications. Scratch course is incidental to the overlaying wearing course. The completed pavement shall be accepted, with respect to compaction, on a lot-to-lot basis. Each lot shall consist of approximately 2,000 SF of each layer or course by shall be taken at a random location of each of the five sub-lots.

The target percentage of density shall be 96 percent.

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

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

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed

upon automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered.

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

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

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

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

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

Bid Items

23, 124, 143, 157: Free Draining Base

Unit: Ton (TN)

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

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

Payment: Payment shall be made at the contract price per ton.

Bid Items

24, 144, 158: Free Draining Base Trench and Piping

Unit: Linear Foot (LF)

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

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

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

Bid Items

25, 125, 145, 159: Fabric Separation

Unit: Square Yard (SY)

Description: This work shall include, but is not limited to, furnishing and installing geotextile fabric in pavement sections as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Items

26, 126, 146, 160: Class 1 Stone

Unit: Ton (TN)

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

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

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

Bid Items

27, 161: Pavement Marking

Unit: Lump Sum (LS)

Description: Pavement markings shall consist of furnishing and installing various types of markings, as shown on the plans and an additional 1,000 sq ft for miscellaneous marking as directed by the COTR. It shall include edge lines, center lines, handicapped parking, shoulders, stop lines and pedestrian crossing markings. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

Payment: This item shall be paid for at the contract lump sum price upon satisfactory completion of all pavement markings shown on the plans.

Bid Items

28, 162: Wheel Stops

Unit: Each (EA)

Description: This work includes, but is not limited to, furnishing and complete installation of plastic wheel stops as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Items

29, 130, 150, 163: Concrete Curbing

Unit: Linear Foot (LF)

Description: This work shall include, but is not limited to, the construction of cast-in-place concrete curbing at the locations shown on the Plans, or as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Items

30, 164: Signage

Unit: Lump Sum (LS)

Description: This item includes, but is not limited to, furnishing and installing miscellaneous signs, stop, parking, informational, etc. as noted on the Plans or as directed by the COTR. Signs, posts, foundations, and necessary hardware are included. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Items

31, 147: Automatic Gates

Unit: Each (EA)

Description: This work includes, but is not limited to, furnishing and installing automatic vehicle gates detector loops and access control units. This item includes excavation, pavement cuts for electric inductance loops, electric inductance loops, access control unit, Class B concrete foundation for operator unit, steel anchors for fastening operator to concrete pad, conduits and wiring, and any other incidentals required for a complete and functional automatic gate. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on each Automatic Gate in place, completed and accepted by the COTR.

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

Bid Items 32 – 42: Water Line, PVC 1", Pre-Insulated 1.5", PVC 2", Pre-Insulated 4", Pre-Insulated 6", PVC 6", DIP 6", Pre-Insulated 8", DIP 8", and PVC 8", PVC 10"

Unit: Linear Foot (LF)

Description: This work shall include, but is not limited to, furnishing and installing various sizes of water line as directed by the COTR. These prices shall fully compensate the Contractor for providing pipe, fittings, valves, valve boxes, casing pipes, bedding, excavation, backfill, concrete thrust blocks, asphalt repair, curb stops, flushing, testing, and coordination with the City of Kingwood for acceptance. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 43: PIV

Unit: Each (EA)

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

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

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

Bid Item 44: Fire Hydrant

Unit: Each (EA)

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

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

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

Bid Item 45: Valve Box for Pre-Insulated Pipe

Unit: Each (EA)

Description: This work shall consist of installing pre-cast or cast-in-place concrete valve boxes for pre-insulated hot and chilled water pipe. Pipe connection, bedding, excavation, backfill, fill, fittings, frames and covers, and testing, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 46: Manholes, Sanitary Sewer

Unit: Vertical Foot (VF)

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

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

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

Bid Item 47: Frame & Cover, Sanitary Sewer

Unit: Each (EA)

Description: This work consists of furnishing, placing and installing the frame and cover for sanitary manholes as detailed in the Plans. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 48: Manhole Modifications, Sanitary Sewer

Unit: Each (EA)

Description: This work shall consist of raising or lowering existing sanitary manholes to match the new grades to include cleaning, excavation, installing new sections or grade adjustment rings, replacing frame and cover (if necessary for new service requirement), grouting and resetting frames and covers, and pavement repair. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on each sanitary manhole modification completed, and accepted by the COTR.

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

Bid Items

49 – 54: Sanitary Sewer, PVC 4”, DIP 6”, PVC 6”, PVC 8”, PVC 12”, and PVC 15”

Unit: Linear Foot (LF)

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

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

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

Bid Item 55: Cleanout, Sanitary Sewer

Unit: Each (EA)

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

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

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

Bid Item 56: 4" PE Gas Service Line

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing gas line from the building to point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, valves, existing utility tie-ins, pavement restoration, and casing pipes. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

Payment: Payment shall be made at the contract unit price per linear foot of line in service.

Bid Item 57: Gas Regulator

Unit: Each (EA)

Description: This work shall consist of installing a 50 psig to 5 psig aboveground regulator for natural gas. Pipe connection, bedding, excavation, backfill, fill, fittings, and testing are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on each regulator in place completed, and accepted by the COTR.

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

Bid Item 58: Type 4 Ditch

Unit: Linear Foot (LF)

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

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

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

Bid Item 59: Type 5 Ditch

Unit: Linear Foot (LF)

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

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

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

**Bid Items 60 – 62,
127, 128, 148: Storm Line, PVC 6", PVC 8" and PVC 12"**

Unit: Linear Foot (LF)

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

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

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

Bid Item 63: Cleanout, Storm

Unit: Each (EA)

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

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

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

Bid Items

64 – 65: 12” Yard Drains, 12” In-Line Inlets

Unit: Each (EA)

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

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

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

Bid Items

66 – 70: Storm Line, HDPE 12”, HDPE 18”, HDPE 24”, HDPE 30” and HDPE 36”

Unit: Linear Foot (LF)

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

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

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

Bid Item 71: Drop Inlet Modification

Unit: Each (EA)

Description: This work shall consist of raising or lowering existing drop inlets to match the new grades to include cleaning, excavation, installing new sections or grade adjustment rings, replacing grates (if needed for new service requirement), grouting and resetting grates, and pavement repair. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on each drop inlet modification completed, and accepted by the COTR.

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

Bid Items

72 – 75: **Type “B” and “G” Drop Inlets, Type “B” and “G” Inlet Grate & Frame**

Unit: Each (EA)

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

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

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

Bid Item 76: **Junction Box**

Unit: Each (EA)

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

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

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

Bid Items

77 – 78: **Concrete Headwall, Mitered Headwall**

Unit: Each (EA)

Description: This work shall consist of forming and pouring cast-in-lace concrete headwalls as detailed in the plans. The work also includes excavation, forming, reinforcement, finishing, ancillary items, curing and staining as required, as well as backfilling as needed. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 79: Retention Pond

Unit: Lump Sum (LS)

Description: This work shall consist of constructing the Retention Pond as shown in the Plans. The work includes excavation, dewatering (if necessary), backfill, clay liner, lining materials, pond edge hardscaping, outlet structures, aerator, landscaping, cleaning, and maintenance. This work also includes initially constructing the pond as a temporary sediment basin during earthmoving operations at the project site. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Items

80, 175: Transformer Pads

Unit: Each (EA)

Description: This work shall consist of a cast-in-place concrete pad and grounding system for the electrical transformer(s). The pad must meet the requirements of Allegheny Power Company for the transformer(s) used. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Items

81 – 84: Communications Duct Bank Types 1, 2, 3, and 4

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, concrete, excavation, backfill, and sleeves. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

Payment: Payment shall be made at the contract unit price per linear foot of line in service.

Bid Item 85: Medium Voltage Ductbank and Cabling

Unit: Linear Feet (LF)

Description: The work consists of furnishing and installing conduits and medium voltage cabling from to and from the equipment shown on the plans. These prices shall include excavation, testing, trenching, marking, concrete, reinforcing, raceway accessories, pulling requirements and backfilling. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each Linear Foot of Medium Voltage Ductbank and Cabling installed and accepted by the COTR.

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

Bid Item 86: Sectionalizing Junction Boxes

Unit: Each (EA)

Description: This pricing includes all sectionalizing enclosures and accessories, termination equipment, splices, handholes, foundations, fusing modifications, excavation for equipment, backfilling, testing, and phasing. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each sectionalizing junction box installed and accepted by the COTR.

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

Bid Item 87: Handholes

Unit: Each (EA)

Description: This pricing includes furnishing and installing all handholes for medium voltage cabling and accessories. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each handhole installed and accepted by the COTR.

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

Bid Item 88: Site Medium Voltage Accessories, Testing, Foundations, Splices, Fusing, Phasing

Unit: Lump Sum (LS)

Description: Pricing includes furnishing all termination equipment, splices, foundations, excavation for equipment, backfilling, testing, and phasing associated with medium voltage work. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured by the completed site medium voltage system installed and accepted by the COTR.

Payment: Payment shall be made at the contract unit price per Lump Sum

Bid Item 89: Transformer A

Unit: Each (EA)

Description: The work consists of furnishing and installing all equipment and accessories associated with the pad mounted transformer. This pricing includes all transformer terminations, equipment, setting, testing, accessories, and grounding cabling, rods, and test wells. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each transformer installed and accepted by the COTR.

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

Bid Item 90: Transformer B

Unit: Each (EA)

Description: The work consists of furnishing and installing all equipment and accessories associated with the pad mounted transformer. This pricing includes all transformer terminations, equipment, setting, testing, accessories, and grounding cabling, rods, and test wells. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each transformer installed and accepted by the COTR.

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

Bid Item 91: Transformer Billeting

Unit: Each (EA)

Description: The work consists of furnishing and installing all equipment and accessories associated with the pad mounted transformer. This pricing includes all transformer terminations, equipment, setting, testing, accessories, and grounding cabling, rods, and test wells. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each transformer installed and accepted by the COTR.

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

Bid Item 92: Conduit and Wiring for Disconnects & Cameras

Unit: Linear Feet (LF)

Description: The work consists of furnishing and installing all wiring and conduit with accessories associated with electrical connections to the gates, pumps, and cameras on site. This pricing includes all terminations, wiring, conduit, excavations, supports, backfilling, and electrical accessories to and from the equipment and buildings. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each Linear Foot of Conduit and Wiring for Disconnects & Cameras installed and accepted by the COTR.

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

Bid Item 93: Fused Disconnect Switches

Unit: Each (EA)

Description: The work consists of furnishing and installing all fused disconnect switches with accessories associated with electrical connections to the gates, pumps, and cameras on site. This pricing includes all fuses, excavations, supports, backfilling, and electrical accessories. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each fused disconnect switch installed and accepted by the COTR.

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

Bid Item 94: Security Camera Connections

Unit: Each (EA)

Description: The work consists of furnishing and installing accessories associated with electrical connections cameras on site. This pricing includes all fuses, excavations, supports, backfilling, and electrical accessories. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each security camera installed and accepted by the COTR.

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

Bid Item 95: Site Power Demolition

Unit: Lump Sum (LS)

Description: The work consists of demolishing and salvaging of site electrical elements as indicated on the Plans. This pricing shall include all site aerial feeder demolition, protection of existing circuits to remain, pole demolition, pad and pole mounted transformer salvage, retrofit of Pole 53 and the associated medium voltage cable accessory modifications, demolition of medium voltage cables and ductbank, demolition of pad mounted enclosures and handholes with all associated foundations, testing, and phasing. All associated wiring and conduit below grade to be demolished shall be included. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured by the completed site power demolition completed and accepted by the COTR.

Payment: Payment shall be made at the contract unit price per Lump Sum

Bid Item 96: Low Level Lighting Demolition

Unit: Each (EA)

Description: The work consists of demolishing and salvaging of site low level lighting as indicated on the Plans. This pricing shall include all site demolition of low level light fixtures and associated foundations and wiring. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each low level light demolished, salvaged, and accepted by the COTR.

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

Bid Item 97: Pole Mounted Lighting and Pole Demolition

Unit: Each (EA)

Description: The work consists of demolishing and salvaging of site lighting poles and light fixtures lighting as indicated on the Plans. This pricing shall include all site demolition of the poles, fixtures, associated foundations, wiring, conduit, and grounding. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each pole mounted light demolished, salvaged, and accepted by the COTR.

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

Bid Item 98: Removed and Relocated Lighting Poles

Unit: Each (EA)

Description: The work consists of relocating of site lighting poles and light fixtures lighting as indicated on the Plans. This pricing shall include all rigging, cleaning, painting, and reinstallation of relocated lighting poles, new light fixtures on poles, including associated foundations and grounding. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each removed and relocated lighting poles installed and accepted by the COTR.

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

Bid Item 99: Lighting Branch Circuit Wiring and Conduit

Unit: Linear Feet (LF)

Description: The work consists of installing all branch circuits from site lighting fixtures (new and relocated) to the buildings as indicated on the Plans. This pricing shall include all wiring, conduit, accessories, terminations, excavation, and backfilling. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each Linear Foot of lighting branch circuit wiring and conduit installed and accepted by the COTR.

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

Bid Item 100: Pole Lights and Bases

Unit: Each (EA)

Description: The work consists of providing and installing all new site lighting poles and light fixtures as indicated on the Plans. This pricing shall include all rigging, painting, associated foundations and grounding. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each pole light and base installed and accepted by the COTR.

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

Bid Item 101: Bollards and Bases

Unit: Each (EA)

Description: The work consists of providing and installing all new site lighting bollards as indicated on the Plans. This pricing shall include all rigging, painting, associated foundations and grounding. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each bollard light and base installed and accepted by the COTR.

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

Bid Item 102: Step Lights

Unit: Each (EA)

Description: The work consists of providing and installing all new site step lighting as indicated on the Plans. This pricing shall include all housings and painting. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each step light installed and accepted by the COTR.

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

Bid Item 103: Low Voltage Ductbank and Feeders

Unit: Linear Feet (LF)

Description: This work consists of furnishing and installing conduits and low voltage cabling from to and from the pad mounted transformers and the buildings shown on the plans. These prices shall include excavation, testing, trenching, marking, concrete, reinforcing, raceway accessories, pulling requirements and backfilling. Work shall

include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each Linear Foot of low voltage ductbank and feeders installed and accepted by the COTR.

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

Bid Item 104: Concrete Unit Pavers

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing concrete unit pavers, bituminous setting bed, concrete base and crushed stone as specified as "Unit Paving", formwork and incidentals associated with the concrete unit paver courtyard as detailed on the Plans. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement shall be based on square yards of area completed for the work described, in accordance with Sections 609.10 and 609.11 of the WVDOH Standard Specifications.

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

Bid Item 105, 170: Pedestrian Concrete Walks

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing drainage fill, foam insulation, welded wire mesh reinforcing, 4,000 psi air-entrained concrete as specified, formwork and incidentals associated with the concrete sidewalks and courtyards as detailed on the Plans. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement shall be based on square yards of area completed for the work described, in accordance with Sections 609.10 and 609.11 of the WVDOH Standard Specifications.

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

Bid Item 106: Site Retaining Wall

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing the retaining wall. The price shall include all excavation, fill, aggregate, drainage materials, piping, and accessories required for the complete installation of the wall. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement shall be based on linear foot of retaining wall in place. Excess material or material placed beyond design limits shall not be included in the measured quantity.

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

Bid Item 107: Concrete Site Steps

Unit: Lump Sum (LS)

Description: Sets of steps constructed of cast-in-place concrete to include handrails, surface treatment and any other hardware as shown on the Plans. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each set of steps completely installed and accepted by the COTR.

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

Bid Item 108: Handicapped Access Ramp

Unit: Lump Sum (LS)

Description: Ramp constructed of cast-in-place concrete to include handrails, surface treatment and any other hardware as shown on the Plans. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

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

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

Bid Item 109, 171: ADA Curb Ramp

Unit: Each (EA)

Description: Ramp constructed of cast-in-place concrete and concrete unit pavers to include surface treatment and any other hardware as shown on the plans and specified. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

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

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

Bid Item**110, 172: ADA Warning Pavers – Flush Crossing**

Unit: Each (EA)**Description:** ADA Warning Pavers – Flush Crossing constructed of cast-in-place concrete and concrete unit pavers to include surface treatment and any other hardware as shown on the plans and specified. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.**Measurement:** The quantity of work done shall be measured per each ADA Warning Pavers – Flush Crossing completely installed and accepted by the COTR.**Payment:** Payment shall be made at the contract unit price per each.**Bid Item 111: Flagpole**

Unit: Each (EA)**Description:** This work consists of the furnishing and complete installation of flagpole and any other hardware as shown on the Plans and as specified. The unit price shall include furnishing and installing aluminum flagpole, and associated hardware, concrete footings, excavation, backfill, and compensation for doing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, and incidentals required to complete the work.**Measurement:** The quantity of work done shall be measured per each flagpole completely installed and accepted by the COTR.**Payment:** Payment shall be made at the contract unit price per each.**Bid Item 112: Ornamental Bollards**

Unit: Each (EA)**Description:** This work consists of furnishing and complete installation of bollards. The unit price shall include furnishing and installing metal posts, and associated hardware, and compensation for doing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, and incidentals required to complete the work.**Measurement:** The quantity of work done shall be measured per each bollard completely installed and accepted by the COTR.**Payment:** Payment shall be made at the contract unit price per each.

Bid Item 113: Pipe Bollards

Unit: Each (EA)

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

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

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

Bid Item 114: Bicycle Racks

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of bicycle racks. The unit price shall include furnishing and installing metal bike racks, concrete footing, concrete paving, and associated hardware, and compensation for doing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, and incidentals required to complete the work.

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

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

Bid Item 115: Remove / Reinstall Cannons and Plaque

Unit: Lump Sum (LS)

Description: This work consists of moving, storing, and reinstalling (2) cannons and (1) plaque as identified on the plans. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

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

Payment: This item shall be paid for at the contract lump sum price upon satisfactory completion of reinstalling Cannons and Plaque as shown on the plans.

Bid Item 116: Remove / Reinstall Existing Howitzer

Unit: Lump Sum (LS)

Description: This work consists of moving, storing, and reinstalling (1) existing Howitzer on concrete pad as identified on the plans. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

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

Payment: This item shall be paid for at the contract lump sum price upon satisfactory completion of reinstalling Howitzer as shown on the plans.

**Bid Item
117, 167: Stone Mulch**

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing stone mulch as shown on the plans and specified in Section 32 93 00 – “Plants”. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

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

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

Bid Item 118: Lawns

Unit: Lump Sum (LS)

Description: This work shall consist of reseeding disturbed areas as specified in Section 32 92 00, “Turf and Grasses”. The bid item shall include fine grading and preparing lawn areas, protection and maintenance of lawn areas. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

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

Payment: This item will be paid for at the contract unit price per lump sum.

Bid Item 119: RTI Banqueting Expansion and Kitchen Modification

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide and install a complete and functional RTI Expansion and Kitchen modifications. This work includes, but is not limited to: selective civil/landscaping demolition; selective utilities capping and demolition, new utilities work, new civil; new landscaping; selective building demolition; renovations to the existing dining facility; minor renovations to the existing kitchen; the banqueting expansion foundation excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; structural steel; pre-cast architectural concrete; carpentry and decking; waterproofing; insulation; roofing; interior and exterior walls; doors; windows; finishes; casework; mechanical/plumbing systems; electrical, data, and security systems. The RTI Banqueting Expansion and Kitchen Modifications Alternate include minor work at the existing Main RTI Lobby finishes. This Alternate also requires work at the existing loading dock, re-grading of the slope, modifications to the trench drain, light poles, storm drainage, site furniture, landscaping features and in ground site lighting. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

This alternate shall be coordinated with the COTR to provide another dining location prior to commencing this alternate, the planning, and setting up of which shall be performed by the government. The full extent of this work is defined by the Contract Documents, including the Drawings (Volume 4) and Project Manual, dated August 3, 2009 as well as any addenda issued during the bidding process.

Measurement: Measurement will be based on completion of the work described and accepted by the COTR.

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

**Bid Items
120, 137: Site Preparation for Alternates #1 and #4**

Unit: Lump Sum (LS)

Description: This work shall consist of the removal of trees and other vegetation, topsoil stripping and stockpiling, removal of existing utilities, Building 202 Grease Trap relocation, installation and removal of temporary utilities, and clearing and grubbing of all areas disturbed by the Contractor. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Items**121, 138: Unclassified Excavation for Alternates #1 and #4**

Unit: Lump Sum (LS)

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

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

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

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

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

Payment: This item will be paid for at the contract unit price per lump sum.

Bid Items**129, 149: Trench Drain Modification**

Unit: Lump Sum (LS)

Description: This work shall consist of shortening the existing cast-in-place concrete trench drain to include cleaning, excavation, demolition, forming and pouring new ends, grouting and reconnection of existing pipes, and resetting grates. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on each trench drain modification completed, and accepted by the COTR.

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

Bid Item 131: Billeting North Wing

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional Billeting North Wing. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter, which includes the perimeter of the existing building as well as all additions. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: selective demolition; renovations to the existing building; foundation excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; structural steel; pre-cast concrete; carpentry and decking; waterproofing; insulation; roofing; interior and exterior walls; doors; windows; finishes; casework; mechanical systems; as well as electrical, data, and security systems. The Billeting North Wing Alternate includes all construction associated with Lounges 1001, 2001, and 3001, as well as Billeting Rooms 1003-1010, 1012-1019, 2003-2010, 2012-2019, 3003-3010, 3012-3019, and Corridors 1002, 2002, and 3002. This Alternate also includes all demolition work to the North-East wing of the existing RTI Billeting.

The full extent of this work is defined by the Contract Documents, including the Drawings (Volume 2) and Project Manual, dated August 3, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the COTR.

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

Bid Item 132: Liberty Lounge, Kitchen, Bar, and Game Room

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional Liberty Lounge, Kitchen, and Game Room. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter, which includes the perimeter of the existing building as well as all additions. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This alternate will include the removal, restoration, and reinstallation of kitchen equipment from the existing snack bar. This work also includes, but is not limited to: foundation excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; structural steel; carpentry and decking; waterproofing; insulation; roofing; interior and exterior walls; doors; windows; finishes; casework; mechanical systems; as well as electrical, data, and security systems. The Alternate includes all construction associated with the Liberty Lounge (1052), Kitchen (1053), Café Seating (1051), and Game Room (1059).

The full extent of this work is defined by the Contract Documents, including the Drawings (Volume 2) and Project Manual, dated August 3, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the COTR.

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

Bid Item 133: Special Paving (Flagstone Paving on Concrete)

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing flagstone paving with mortar joints, as specified, formwork and incidentals associated with the flagstone paving on concrete base as detailed on the Plans. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement shall be based on square yards of area completed for the work described, in accordance with Sections 609.10 and 609.11 of the WVDOH Standard Specifications.

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

Bid Item 134: Special Paving (Flagstone Paving on Sand)

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing flagstone paving, sod joints, sand base, as specified, formwork and incidentals associated with the flagstone paving on

sand base as detailed on the Plans. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement shall be based on square yards of area completed for the work described, in accordance with Sections 609.10 and 609.11 of the WVDOH Standard Specifications.

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

Bid Item 135: Salvaged Site Boulders

Unit: Lump Sum (LS)

Description: This work consists of salvaging, moving, storing and reinstalling boulders as identified on the plans and as specified in Section 326800 – “Rubble Stone”. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

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

Payment: This item shall be paid for at the contract lump sum price upon satisfactory completion of all boulder installation as shown on the plans.

Bid Item 136: RTI Vehicle Bay, Storage, and Chiller Wall Enclosure Primary Facility

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide and install a complete and functional RTI Vehicle Bay, Storage and Chillers Wall Enclosure. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter, which includes the perimeter of the existing building as well as all additions. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This alternate includes the removal and reinstallation of a fire hydrant, utilities, duct bank, storm drainage in the vicinity of the Chiller enclosure, closing off a portion of the kitchen equipment from the existing snack bar. This work also includes, but is not limited to: foundation excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; structural steel; carpentry and decking; waterproofing; insulation; roofing; interior and exterior walls; doors; windows; finishes; casework; mechanical systems; as well as electrical, data, and security systems. The Alternate includes all construction associated with the Liberty Lounge (1052), Kitchen (1053), Café Seating (1051), and Game Room (1059).

The full extent of this work is defined by the Contract Documents, including the Drawings (Volume 4) and Project Manual, dated August 3, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the COTR.

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

Bid Item 151: RTI Classroom Renovation

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide and install a complete and functional RTI Classroom and Breakout Area. This work should coincide with Alternate #6 RTI-Billeting Connector, Superstructure and #7 RTI-Operations Center Connector which connect directly in to the east wall and south wall respectively of the RTI Classroom Renovation. This alternate includes the removal of the existing roll up doors and exterior light fixtures over, plumbing fixtures and floor drain, high bay sodium lights, part of the exterior east wall between the roll up doors (only if Alternate #6 is purchased with this Alternate, otherwise part of the exterior east wall remains), interior west wall, part of the exterior south wall (only if Alternate #7 is purchased with this Alternate) and the lower soffit ceiling along the south wall. A new classroom shall be installed at the north side with a new finishes. It is not the design intent to separate the RTI Classroom Renovation from the Connector Alternates. This work also includes, but is not limited to: structural steel; carpentry and decking; waterproofing; insulation; interior and exterior walls; doors; monumental windows; finishes; casework; mechanical systems; as well as electrical and data.

The full extent of this work is defined by the Contract Documents, including the Drawings (Volume 4) and Project Manual, dated August 3, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the COTR.

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

Bid Item 152: RTI-Billeting Connector, Superstructure

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide and install a complete and functional RTI-Billeting Connector, Superstructure. This work should coincide with Alternate #5 RTI-Classroom Renovation and #7 RTI-Operations Center Connector which connect directly to the east wall and south wall respectively of the RTI Classroom Renovation. It is not the design intent to separate the RTI-Billeting Connector, Superstructure, from the RTI-Classroom Renovation and the RTI-Operations Center Connector. This alternate includes the construction of a connector enclosure over the top of the connector foundation and slab installed as part of the base bid. This work also includes, but is not limited to: structural steel; decking; waterproofing; insulated glazing walls; glazed doors; finishes; a mechanical chilled beam system and electrical.

The transition (juncture) between this Alternate and the Billeting shall be constructed as part of the base bid of the Billeting

The full extent of this work is defined by the Contract Documents, including the Drawings (Volumes 2 and 4) and Project Manual, dated August 3, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the COTR.

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

Bid Item 153: RTI-Operations Center Connector

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide and install a complete and functional RTI-Operations Center Connector. This work should coincide with Alternate #5 RTI-Classroom Renovation and #6 RTI-Billeting Connector, Superstructure. It is not the design intent to separate the RTI-Operations Center Connector from the RTI-Classroom Renovation and the RTI-Billeting Connector Superstructure. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter, which includes the perimeter of the existing building as well as all additions. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This alternate includes the excavation for foundation, concrete foundations, concrete ramp and the connector enclosure. This work also includes, but is not limited to: structural steel; decking; waterproofing; insulated glazing walls; glazed doors; finishes; a mechanical chilled beam system and electrical.

The transition (juncture) between this Alternate and the Operations Center shall be constructed as part of this Alternate. This shall require the removal of part of the Operations Center curtain wall at the glazed lobby northwest corner and the construction of a metal box which transitions between the new connector and sections of the reconfigured curtain wall.

The full extent of this work is defined by the Contract Documents, including the Drawings (Volumes 3 and 4) and Project Manual, dated August 3, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the COTR.

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

Bid Item 165: Planting

Unit: Lump Sum (LS)

Description: This item includes furnishing and installing all plant materials including but not limited to Shade Trees, Flowering Trees, Evergreen Trees, Shrubs, Groundcover and Perennials as noted on the plans and as specified. These prices shall fully compensate the contractor for providing all planting and incidentals necessary to complete the item.

Measurement: Measurement shall be based on completion of work described and accepted by the COTR.

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

Bid Item 166: Bioswales

Unit: Lump Sum (LS)

Description: This item includes furnishing and installing all bioswale materials as noted on the Plans. These prices shall fully compensate the contractor for providing all materials and incidentals necessary to complete the item. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement shall be based on completion of work described and accepted by the COTR.

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

Bid Item 168: Crushed Stone Path

Unit: Square Yard (SY)

Description: This work shall consist of any and all work required for the completion of the crushed stone path as shown on the plans and as specified as "Stone Dust Paving". The work for this item includes all cut, fill, and final grading, as well as the furnishing and installation of all material, including crushed stone, steel edge, labor, and incidentals associated with the construction of the path. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement shall be based on square yards of area completed for the work described and accepted by the COTR. Excess material or material placed beyond design limits shall not be included in the measured quantity.

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

Bid Item 169: Courtyard Planting

Unit: Lump Sum (LS)

Description: This item includes furnishing and installing all plant materials including but not limited to Shade Trees, Flowering Trees, Evergreen Trees, Shrubs, Groundcover and Perennials as noted on the plans and as specified. These prices shall fully compensate the contractor for providing all planting and incidentals necessary to complete the item. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement shall be based on completion of work described and accepted by the COTR.

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

Bid Item 173: Low Level Exterior Lighting

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide and install complete and functioning Type-B1 low level walkway bollard lighting fixtures. The areas affected are the sidewalks northwest of the existing RTI and OPS buildings, the sidewalk from the north wing of the Billet Building toward the existing RTI, the sidewalk from the south wing of the Billeting Building to the new south roadway and the sidewalk from the southeast end of the OPS Building to the new south roadway as indicated on the site lighting plans as Alternate #14. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement shall be based on completion of work described and accepted by the COTR.

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

Bid Item 174: 2mW Generator

Unit: Lump Sum (LS)

Description: The generator work shall include the new diesel generator, fuel tank, switchgear MVS-2, modifications to MVS-1, ductbank and medium voltage cabling at the utility yard, demolition of the pad mounted switches, and the new step up transformer. Included are all accessories, excavation, grounding, control wiring, retrofit of existing equipment, control power modifications, testing, phasing, rigging, relocating existing pole light fixture, conduit, and wire. This item also consists of all the site work required for the additional generator to include, but not limited to, demolition, excavation, geotextile, aggregate, transformer pad, equipment pads, fencing, gate relocation, light pole relocation, access road modification and resurfacing. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement shall be based on completion of work described and accepted by the COTR.

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

Bid Item 176: Redundant Electrical Service to Operations Building

Unit: Lump Sum (LS)

Description: The redundancy alternate includes modifications to Sectionalizing enclosure JB6B1, concrete encased ductbank to XFMR B from JB6B1, ductbank from XFMR B to switchboard section B in the OPS building, the main tie main logic controller at in switchboard A, the main circuit breaker section of switchboard B, and the TVSS in switchboard section B. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement shall be based on completion of work described and accepted by the COTR.

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

Bid Item 177: Redundant UPS and Battery at Operations Building

Unit: Lump Sum (LS)

Description: The UPS redundancy alternate includes UPS B, UPS B Bypass, the UPS sync cabinet, feeders and circuit breakers associated with UPS B, STS-1 and STS-2, PDU A2 and B2, Distribution Panel DCHB, and all second circuits brought to each telecom rack. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement shall be based on completion of work described and accepted by the COTR.

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

Bid Item 178: Mechanical Redundancy System at Operations Building

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide and install one complete and functional redundant Air Handling Unit (AHJO-03) at 5,000 CFM. Air Handling Unit, to be installed in the Operations Center south penthouse, complete with supply and return fans, air ductwork, outdoor ventilation air VAV terminal unit, variable frequency drive, and controls. The unit shall be identical to, and installed in parallel with, AHJO-01 and AHJO-02. Provide all required electrical works and plumbing works associated with this unit. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement shall be based on completion of work described and accepted by the COTR.

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

Bid Item 179: RTI-PX Expansion

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide and install a complete and functional RTI-PX Expansion. This work should coincide with the construction of the. This alternate includes partial interior demolition of areas at the current RTI main lobby reception desk and adjacent offices. This work includes, but is not limited to: new finishes and casework; minor mechanical work, electrical, data and security systems.

The full extent of this work is defined by the Contract Documents, including the Drawings (Volume 3) and Project Manual, dated August 3, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the COTR.

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

Bid Item 180: RTI Security Desk

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide and install a complete and functional RTI-Security Desk. This work should not be performed prior to the operation of the new Billeting Check-in Desk and the Operations Center security desk. This alternate includes partial interior demolition of areas at the current RTI main lobby reception desk and adjacent offices. This work includes, but is not limited to: new finishes and casework; minor mechanical work, electrical, data and security systems.

The full extent of this work is defined by the Contract Documents, including the Drawings (Volume 3) and Project Manual, dated August 3, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the COTR.

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

END OF SECTION III - END OF BID FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, The Whiting-Turner Contracting Company
of Baltimore, Maryland, as Principal, and Fidelity and Deposit Company of Maryland
of Schaumburg, Illinois, a corporation organized and existing under the laws of the State of
Maryland with its principal office in the City of Schaumburg as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of amount 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
Joint Interagency Training and Education Center (JITEC)

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
17th day of September, 2009.

Principal Corporate Seal

The Whiting-Turner Contracting Company
(Name of Principal)

By [Signature]
(Must be President or Vice President)

TIMOTHY J. REGAN
SENIOR VICE PRESIDENT

(Title)

Surety Corporate Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)

[Signature]
Craig Bancroft, Attorney-in-Fact

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

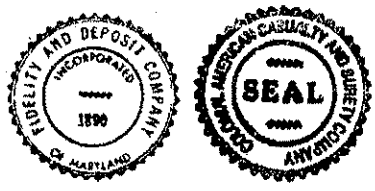
**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

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

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

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

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



Gregory E. Murray By: *David S. Hewett*
Gregory E. Murray Assistant Secretary David S. Hewett Vice President

State of Maryland }
City of Baltimore } ss:

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

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



Maria D. Adamski
Maria D. Adamski Notary Public
My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE


I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 seals of the said Companies,

this 17th day of September, 2009.



Assistant Secretary

ACKNOWLEDGEMENTS

Acknowledgement by Principal if Individual or Partnership

- 1. STATE OF
2. County of
3. I,
4. county and state aforesaid, do hereby certify that
5. Given under my hand this
6. Notary Seal
7. (Notary Public)
8. My commission expires on the

Acknowledgement by Principal if Corporation

- 9. STATE OF MARYLAND
10. County of BALTIMORE
11. I, BEVERLY A. NOONE
12. county and state aforesaid, do hereby certify that TIMOTHY J. REGAN
13. who as, SENIOR VICE PRESIDENT
14. THE WHITING-TURNER CONTRACTING CO.
15. Given under my hand this 17th day of SEPTEMBER 20 09
16. Notary Seal
17. Beverly A. Noone (Notary Public)
18. My commission expires on the 1st day of April 20 10

Acknowledgement by Surety

- 19. STATE OF Maryland
20. County of Baltimore
21. I, Gary A. Pyne
22. county and state aforesaid, do hereby certify that Craig Bancroft
23. who as, Attorney-in-Fact
24. Fidelity and Deposit Company of Maryland
25. Given under my hand this 17th day of September 2009
26. Notary Seal
27. (Notary Public)
28. My commission expires on the 1 day of JUNE 20 10

Sufficiency in Form and Manner Of Execution Approved

Attorney General

This day of 20

By (Assistant Attorney General)



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

STATE OF Maryland

COUNTY OF Baltimore, TO-WIT:

I, Timothy J. Regan, after being first duly sworn, depose and state as follows:

- 1. I am an employee of The Whiting-Turner Contracting Co.; and,
(Company Name)
- 2. I do hereby attest that The Whiting-Turner Contracting Co.
(Company Name)

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

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

The Whiting-Turner Contracting Co.

(Company Name)

By: 

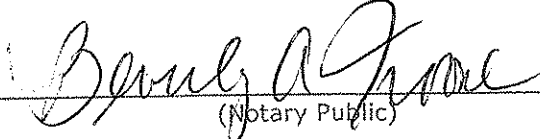
Title: Senior Vice President

Date: September 17, 2009

Taken, subscribed and sworn to before me this 17th day of September, 2009.

By Commission expires 4/1/10

(Seal)


(Notary Public)

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

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

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: The Whiting-Turner Contracting Company

Authorized Signature: _____

Date: September 17, 2009