



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
DEFK10015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32
304-558-2544

VENDOR

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Poerio Incorporated
 467 Lowries Run Road
 Pittsburgh PA 15237

SHIP TO

DIV ENGINEERING & FACILITIES
ARMORY BOARD SECTION

1707 COONSKIN DRIVE
CHARLESTON, WV
25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/25/2010				

BID OPENING DATE: **05/19/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20		
<p>BUILDING CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY STATE ARMORY BOARD'S DIVISION OF ENGINEERING AND FACILITIES, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL LABOR AND MATERIALS TO CONSTRUCT A MODIFIED RECORD FIRE RANGE AT CAMP DAWSON IN KINGWOOD, WV, (PRESTON CO.), PER THE FOLLOWING BID REQUIREMENTS, TERMS AND CONDITIONS, AND THE PLANS AND SPECIFICATIONS AS PREPARED BY THE BENHAM COMPANIES, LLC OF TULSA, OK.</p> <p>THE PROJECT MANUAL AND DRAWINGS ARE AVAILABLE BY CONTACTING CHARLESTON BLUEPRINT AT 1203 VIRGINIA STREET EAST, CHARLESTON, WV 25301-2908, PHONE: 304.343.1063, FAX: 304.343.1095, FOR A NON-REFUNDABLE COST OF \$127.50 + TAX FOR FULL SIZED DRAWINGS OF (22"X34") OR \$ 62.50 + TAX FOR HALF SIZED DRAWINGS OF (11"X17").</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 04/09/2010 AT THE RTI CENTER/CAMP DAWSON 240 ARMY ROAD, KINGWOOD, WV 26537, AT 1:30 PM. ATTENDEES WILL BE DIRECTED AT THE GATE OF THE COMPLEX TO THE BUILDING ROOM NUMBER FOR THE TECHNICAL PORTION OF THE MEETING PRIOR TO BEING TRANSPORTED TO THE SITE.</p> <p>INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING</p>						

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MAY 27 P 1:05
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION

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<p>FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>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.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO 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</p>						

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<p>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 WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

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<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 UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p>						

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<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 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>						

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8

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<p>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 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 05/12/2010</p>						

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9

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NO. 2		05/16/2010				
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE Frank T. Poerio, Jr. Poerio Incorporated COMPANY May 19, 2010 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</p>						

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CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME: Poerio Incorporated CONTRACTORS LICENSE NO.: WV011101 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT APPLICABLE LAW 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. 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. 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.						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 5/2009						
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV. 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 32</p> <p>REQ. NO.: DEFK10015</p> <p>BID OPENING DATE: 05/19/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 412.366.1404 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>----- Ray Gegick -----</p>						

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'

SECTION I - BASE BID AND ADDITIVES

Dated: May 19, 2010
(Bidder to insert date bid submitted)

SUBMITTED BY:

Poerio Incorporated *(hereinafter called "Bidder")*

West Virginia Contractor's License Number: WV 011101

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

QUALIFICATIONS FOR BIDDER:

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

SUBMITTED TO:

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

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

BASE BID:

For the Sum of: Seven million nine hundred twenty thousand dollars
(\$ 7,920,000)

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

ADDITIVES:

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

Additives

ADD the sum of:

One million four hundred fifteen thousand dollars
(\$ 1,415,000).

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

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

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

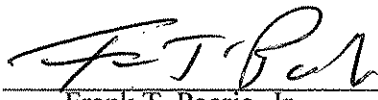
The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

No. 1-05/12/2010

No. 2 - 05/16/2010

SIGNATURE OF BIDDER:

Firm: Poerio Incorporated

By: 
Frank T. Poerio, Jr.

Address: 467 Lowries Run Road

Title: President

Address: Pittsburgh PA 15237

Phone: 412.366.6767

Address: _____

Fax: 412.366.1404

Tax Cert. #: 25-1621674

END OF SECTION I

SECTION II - BID ITEMS AND UNIT COSTS

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

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum, in accordance with Contract Conditions, General Provisions, Section 012200-Unit Prices and Section 012600-Contract Modification Procedures.

SITE WORK

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION/DEMOLITION	LS.	1	130,000	130,000
2	GENERAL CONSTRUCTION ADMINISTRATION	LS.	1	100,000	100,000
3	QUALITY CONTROL	LS.	1	15,000	15,000
4	CLEARING AND GRUBBING	AC.	37	12,000	444,000
5	EROSION AND SEDIMENT CONTROL	LS.	1	200,000	200,000
6	SEEDING	AC.	33	7,500	247,500
7	EXCAVATION - UNCLASSIFIED (ON SITE)	CY.	14,500	13.00	188,500
8	FILL - UNCLASSIFIED (ON SITE)	CY.	14,500	1.60	23,200
9	BORROW (OFF SITE)	CY.	49,500	8.00	396,000
10	STRUCTURAL FILL	CY.	525	28.00	14,700
11	ONE MAN FIGHTING POSITION	EA.	16	6,000	96,000
12	STATIONARY INFANTRY TARGET EMPLACEMENT (SIT)	EA.	144	3,000	432,000
13	RANGE FLAG POLE	EA.	1	10,000	10,000
14	24' LOCKABLE - DOUBLE SWING POLE GATE	EA.	2	11,000	22,000
15	LANE MARKERS (4'x4', 4'x8')	LS.	1	115,000	115,000
16	CRUSHED AGGREGATE (12-INCH THICK)	TON	6,580	32.00	210,560
17	CRUSHED AGGREGATE (8-INCH THICK)	TON	2,420	33.00	79,860
18	CRUSHED AGGREGATE (4-INCH THICK)	TON	110	37.00	4,070
19	30" CORRUGATED HDPE PIPE	LF.	257	111.00	28,270
20	24" CORRUGATED HDPE PIPE	LF.	52	88.00	4,576
21	18" CORRUGATED HDPE PIPE	LF.	265	83.00	21,995
22	15" CORRUGATED HDPE PIPE	LF.	115	75.00	8,627
23	4' ID MANHOLE	EA.	1	3,000	3,000
24	AREA INLETS	EA.	4	2,500	10,000
25	30' FLARED END SECTION	EA.	4	1,000	4,000
26	24' FLARED END SECTION	EA.	1	1,000	1,000
27	18' FLARED END SECTION	EA.	4	1,000	4,000
28	30" CONCRETE HEADWALL	EA.	4	4,000	16,000
29	24" CONCRETE HEADWALL	EA.	1	4,000	4,000
30	18" CONCRETE HEADWALL	EA.	2	2,500	5,000
31	RIP RAP APRON	CY.	45	75.00	3,375
32	CONCRETE FILLED PIPE (BOLLARDS)	EA.	12	555.00	6,660
				SUBTOTAL	\$ 2,848,833

SECTION II - BID ITEMS AND UNIT COSTS

UTILITIES

33	ELECTRICAL SERVICE (TO SUPPORT AREA AND CONTROL TOWER)	LS	1	<u>200,000</u>	<u>200,000</u>
34	SITE LIGHTING AT FIRING LINE	LS	1	<u>150,000</u>	<u>150,000</u>
35	COMMUNICATIONS (TO SUPPORT AREA AND CONTROL TOWER)	LS	1	<u>150,000</u>	<u>150,000</u>
36	ELECTRICAL SERVICE (FROM CONTROL TOWER TO DOWN RANGE)	LS	1	<u>2,271,167</u>	<u>2,271,167</u>
37	COMMUNICATIONS (FROM CONTROL TOWER TO DOWN RANGE)	LS	1	<u>2,000,000</u>	<u>2,000,000</u>
				SUBTOTAL	<u>4,771,167</u>

BUILDINGS

38	RANGE CONTROL TOWER	LS	1	<u>300,000</u>	<u>300,000</u>
				SUBTOTAL	<u>300,000</u>
				BID TOTAL	<u>7,920,000</u>

ALTERNATE BID ITEMS

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
39	GENERAL INSTRUCTION BUILDING (ALT. BID NO. 1)	LS.	1	<u>150,000</u>	<u>150,000</u>
40	MESS SHELTER (ALT. BID NO. 2)	LS.	1	<u>120,000</u>	<u>120,000</u>
41	BLEACHER ENCLOSURE (ALT. BID NO. 3)	LS.	1	<u>160,000</u>	<u>160,000</u>
42	AMMO BREAKDOWN BUILDING (ALT. BID NO. 4)	LS	1	<u>100,000</u>	<u>100,000</u>
43	OPERATIONS / STORAGE BUILDING (ALT. BID NO. 5)	LS	1	<u>160,000</u>	<u>160,000</u>
44	LATRINE (ALT. BID NO. 6)	LS	1	<u>105,000</u>	<u>105,000</u>
45	SITE ACCESS ROAD (STA. 0+40 TO STA. 16+80) - (ALT. BID NO. 7)	LS.	1	<u>190,000</u>	<u>190,000</u>
46	DOWN RANGE POWER AND DATA IN CONDUIT (ALTERNATE BID ITEM NO. 8)	LS.	1	<u>200,000</u>	<u>200,000</u>
47	COMBINE CONDUIT RUNS DOWN RANGE (ALTERNATE BID ITEM NO. 9)	LS.	1	<u>0</u>	<u>0</u>
48	SPARE CONDUITS (ALTERNATE BID ITEM NO. 10)	LS.	1	<u>230,000</u>	<u>230,000</u>

ADDITIVE BID ITEMS TOTAL 1,415,000

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV011101

Classification:

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

POERIO INCORPORATED
DBA POERIO INCORPORATED
PO BOX 458
MONROEVILLE, PA 15146

Date Issued

Expiration Date

SEPTEMBER 30, 2009

SEPTEMBER 30, 2010


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

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

2009

WEST VIRGINIA
STATE TAX DEPARTMENT

2011

BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:
POERIO INCORPORATED
467 LOWRIES RUN RD
PITTSBURGH, PA 15237-1230

BUSINESS REGISTRATION ACCOUNT NUMBER: 1023-3587

This certificate is issued for the registration period beginning July 1, 2009

This certificate is valid until June 30, 2011

*This business registration certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12 of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.
ENGAGING IN BUSINESS WITHOUT CONSPICUOUSLY POSTING A WEST VIRGINIA BUSINESS
REGISTRATION CERTIFICATE IN THE PLACE OF BUSINESS IS A CRIME AND MAY SUBJECT YOU
TO FINES PER W. VA. CODE § 11-9.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.

SECTION III - BID ITEM DESCRIPTIONS

Bid Item 1 **Mobilization / Demobilization**

Unit: Lump Sum (Not to exceed 5% of Total Project).

Description: This work consists of the Contractor mobilizing onto the work site at the beginning of construction, demobilizing from the work site when construction is complete, and temporary construction facilities required by the Contractor in accordance with, but not limited to, Specification Section 01 50 02.

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

Payment: Payment will be made at the contract unit price bid per lump sum. Paid at 50% at the beginning of the project, 25% at 50% project completion, and 25% at the completion of the project

Bid Item 2 **General Construction Administration**

Unit: Lump Sum (Not to exceed 3% of Total Project plus \$100,000)

Description: This work consists of general construction administration including, but not limited to, attending project meetings, preparing project schedules, submittals, requests for information (RFIs), meeting safety and occupational health requirements, closeout submittals and providing operation and maintenance data in accordance with, but not limited to, Specification Sections 01 31 19, 01 32 01, 01 33 00, 01 35 29, 01 78 02, and 01 78 23. The item also includes paying a person to serve as an observer and administrator for the duration of the construction project. The person shall be a person selected by and reporting directly to the WVARNG. The Contractor shall pay the salary of the person as directed by WVARNG. The total amount paid to the person shall not exceed \$100,000.

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

Payment: Payment will be made at the contract unit price bid per lump sum, based on percent completed.

Bid Item 3 **Quality Control**

Unit: Lump Sum (Not to exceed 3% of Total Project)

Description: This work consists of providing and maintaining an effective Quality Control Program in accordance with, but not limited to, Specification Section 01 45 04. The bid item includes all costs associated with material and quality control testing. All costs associated with materials and Quality Control testing required as part of the construction are solely the responsibility of the Contractor and are included in this bid item.

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

Payment: Payment will be made at the contract unit price bid per lump sum, based on percent complete.

SECTION III - BID ITEM DESCRIPTIONS

Bid item 4 **Clearing and Grubbing**

Unit: Acre

Description: This work consists of removing and disposing of all trees, vegetation, ground cover, and stumps in accordance with, but not limited to, Specification Section 31 11 00.

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

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

Bid Item 5 **Erosion and Sediment Control**

Unit: Lump Sum (Not to exceed 3% of Total Project)

Description: This work will consist of supplying and installing silt fence, temporary slope drains, catch basin protection, culvert entrance protection, rock outlets at sediment traps, stabilized construction entrance, temporary diversion swales, riprap level spreader, rock check dams, mulch, erosion control blankets and wattle coir to control sedimentation from leaving the site and to prevent erosion of the areas disturbed by the Contractor during and after construction in accordance with, but not limited to, Specification Section 01 57 23 and Section 31 32 11.

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

Payment: Payment will be made at the contract unit price bid per lump sum, based on percent complete.

Bid Item 6 **Seeding**

Unit: Acre

Description: This work shall consist of furnishing and installing top soil, grass seed, fertilizer, and mulch on the areas that have been disturbed by the Contractor during construction in accordance with, but not limited to, Specification Section 32 92 19.

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

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

SECTION III - BID ITEM DESCRIPTIONS

Bid Item 7 Onsite Excavation (Unclassified)

Unit: Cubic Yard

Description: This work shall consist of excavating approximately 14,500 cubic yards of onsite unclassified excavation to the lines and grade as shown on the plans and in accordance with, but not limited to, Specification Section 31 00 00.

Measurement: The unit of measurement for excavation and borrow will be the cubic yard, computed by the average end area method from cross sections taken before and after the excavation and borrow operations, including the excavation for ditches, gutters, and channel changes, when the material is acceptably utilized or disposed of as herein specified. The measurement will not include the volume of subgrade material or other material that is scarified or plowed and reused in-place, and will not include the volume excavated without authorization or the volume of any material used for purposes other than directed. The volume of overburden stripped from borrow pits and the volume of excavation for ditches to drain the borrow pits, unless used as borrow material, will not be measured for payment. The measurement will not include the volume of any excavation performed prior to the taking of elevations and measurements of the undisturbed grade. The Contractor will be solely responsible for providing a survey by an independent party to verify all earthwork quantities.

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

Bid Item 8 On Site Fill (Unclassified)

Unit: Cubic Yard

Description: This work shall consist of placement, grading, and compaction of approximately 14,500 cubic yards of unclassified, onsite, fill material for the site access road, support area roads, support area and parking area, maintenance trails, range firing line, and the down range area placements to the lines and grade as shown on the plans and in accordance with, but not limited to, Specification Section 31 00 00.

Measurement: The unit of measurement for excavation and borrow will be the cubic yard, computed by the average end area method from cross sections taken before and after the excavation and borrow operations, including the excavation for ditches, gutters, and channel changes, when the material is acceptably utilized or disposed of as herein specified. The measurement will not include the volume of subgrade material or other material that is scarified or plowed and reused in-place, and will not include the volume excavated without authorization or the volume of any material used for purposes other than directed. The volume of overburden stripped from borrow pits and the volume of excavation for ditches to drain the borrow pits, unless used as borrow material, will not be measured for payment. The measurement will not include the volume of any excavation performed prior to the taking of elevations and measurements of the undisturbed grade. The Contractor will be solely responsible for providing a survey by an independent party to verify all earthwork quantities.

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

SECTION III - BID ITEM DESCRIPTIONS

Bid Item 9 **Borrow (Offsite)**
Unit: Cubic Yard

Description: This work shall consist of excavation, hauling, placement, grading, and compaction of approximately 49,500 cubic yards of unclassified, offsite borrow material, for the site access road, support area roads, support area and parking area, maintenance trails, range firing line, and the down range area placements to the lines and grade as shown on the plans and in accordance with, but not limited to, Specification Section 31 00 00.

Measurement: The unit of measurement for excavation and borrow will be the cubic yard, computed by the average end area method from cross sections taken before and after the excavation and borrow operations, including the excavation for ditches, gutters, and channel changes, when the material is acceptably utilized or disposed of as herein specified. The measurement will not include the volume of subgrade material or other material that is scarified or plowed and reused in-place, and will not include the volume excavated without authorization or the volume of any material used for purposes other than directed. The volume of overburden stripped from borrow pits and the volume of excavation for ditches to drain the borrow pits, unless used as borrow material, will not be measured for payment. The measurement will not include the volume of any excavation performed prior to the taking of elevations and measurements of the undisturbed grade. The Contractor will be solely responsible for providing a survey by an independent party to verify all earthwork quantities.

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

Bid Item 10 **Structural Fill**
Unit: Cubic Yard

Description: This work shall consist of the installation, grading, compaction of approximately 525 cubic yards of structural fill material for the support area buildings pads to the lines and grade as shown on the plans and in accordance with, but not limited to, Specification Section 31 00 00. On site material may be used if the soil meets the requirements as stated on the plans and in the Specifications Section 31 00 00.

Measurement: The unit of measurement for excavation and borrow will be the cubic yard, computed by the average end area method from cross sections taken before and after the excavation and borrow operations, including the excavation for ditches, gutters, and channel changes, when the material is acceptably utilized or disposed of as herein specified. The measurement will not include the volume of subgrade material or other material that is scarified or plowed and reused in-place, and will not include the volume excavated without authorization or the volume of any material used for purposes other than directed. The volume of overburden stripped from borrow pits and the volume of excavation for ditches to drain the borrow pits, unless used as borrow material, will not be measured for payment. The measurement will not include the volume of any excavation performed prior to the taking of elevations and measurements of the undisturbed grade. The Contractor will be solely responsible for providing a survey by an independent party to verify all earthwork quantities.

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

SECTION III - BID ITEM DESCRIPTIONS

Bid Item 11 One Man Fighting Position

Unit: Each

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

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

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

Bid Item 12 Stationary Infantry Target Emplacement (SIT)

Unit: Each

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

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

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

Bid Item 13 Range Flag Pole

Unit: Each

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

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

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

Bid Item 14 Lockable 24' Double Swing Pole Gate

Unit: Each

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

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

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

SECTION III - BID ITEM DESCRIPTIONS

Bid item 15 **Range Signage**

Unit: Lump Sum

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

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

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

Bid Item 16 **Crushed Aggregate (12-Inch Thick)**

Unit: Tons

Description: This work consists of preparation of the Subgrade, placement of geotextile separator fabric, and placement and compaction of crushed aggregate to the lines and grades indicated on the plans and in accordance with, but not limited to, Specification Section 32 15 00 and Section 31 05 19.

Measurement: Based on the truck tickets.

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

Bid item 17 **Crushed aggregate (8-Inch Thick)**

Unit: Tons

Description: This work consists of preparation of the Subgrade, placement of geotextile separator fabric and placement and compaction of crushed aggregate to the lines and grades indicated in the plans and in accordance with, but not limited to, Specification Section 32 15 00 and Section 31 05.

Measurement: Based on the truck tickets.

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

Bid Item 18 **Crushed Aggregate (4-Inch Thick)**

Unit: Tons

Description: This work consists of preparation of the Subgrade, placement of geotextile separator fabric, and the placement and compaction of crushed aggregate to the lines and grades indicated on the plans and in accordance with, but not limited to, Specification Section 32 15 00 and Section 31 05.

Measurement: Based on the truck tickets.

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

SECTION III - BID ITEM DESCRIPTIONS

Bid Item 19 - 22 30" HDPE, 24" HDPE, 18" HDPE, 15 HDPE

Unit: Linear Foot

Description: This work consists of furnishing and complete installation of high density polyethylene pipe, for storm drainage, to the lines and grade as shown on the plans and in accordance with, but not limited to, Specification Section 33 40 01.

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

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

Bid Item 23 4' ID Manhole

Unit: Each

Description: This work consists of furnishing all material, labor, and incidentals associated with the installation of the storm drain manholes to the lines and grade as shown on the plans and in accordance with, but not limited to, Specification Section 33 40 01.

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

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

Bid Item 24 Area Inlets

Unit: Each

Description: This work consists of furnishing all material, labor, and incidentals associated with the installation of storm drain area inlets to the lines and grades as shown on the plans and in accordance with, but not limited to, Specification Section 33 40 01.

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

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

Bid Item 25 - 27 30", 24", 18" Flared End Sections

Unit: Each

Description: This work shall consist of furnishing and installation of end sections on the storm drain pipes as shown on the contract drawings and in accordance with, but not limited to, Specification Section 33 40 01.

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

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

SECTION III - BID ITEM DESCRIPTIONS

Bid Item 28- 30 30", 24", and 18" Concrete Headwalls

Unit: Each

Description: This work consists of furnishing all material, labor, and incidentals associated with the installation of the concrete headwalls as shown on the plans and in accordance with, but not limited to, Specification Section 33 40 01.

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

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

Bid Item 31 Rip Rap Apron

Unit: Cubic Yard

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

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

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

Bid Item 32 Concrete Filled Pipe (Bollards)

Unit: Each

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

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

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

SECTION III - BID ITEM DESCRIPTIONS

Bid Item 33 Electrical Service (To the Support Area and Control Tower)

Unit: Lump Sum

Description: The work shall consist of furnishing and installing permanent electric service and lightning protection from the point of connection to the control tower, support area buildings, and light as shown on the plans. This price shall fully compensate the contractor for providing conduits, pull rope, hand holes, excavation, backfill, sleeves, permits, wires, cables, poles, lights, transformer pads, testing and inspection, labor, equipment, tools, and incidentals to complete the item in accordance with, but not limited to, the Specifications Division 26 and as shown on the plans. This item includes all costs for the Contractor to provide a fully working system inclusive of any permit or connection fees. The transformers and the primary electrical wires from the point of connection to the transformers will be installed by the power company and are not the responsibility of the Contractor. The installed conduit for the primary power service shares a common trench with the conduit for the primary communications line for most of the length. The cost of the shared trench shall be carried on this bid item and not shared or duplicated in Bid Item 35.

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

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

Bid Item 34 Site Lighting at Firing Line

Unit: Lump Sum

Description: The work shall consist of furnishing and installing exterior lighting and wiring for a public address system along the proposed firing line. This price shall fully compensate the contractor for providing conduits, excavation, backfill, sleeves, permits, wires, cables, poles, lights, testing and inspection, labor, equipment, tools, and incidentals to complete the item in accordance with, but not limited to, Specifications Section 26 56 00 and Section 27 21 00 and the plans.

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

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

Bid Item 35 Communications (To the Support Area and Control Tower)

Unit: Lump Sum

Description: The work shall consist of furnishing and installing permanent communication service from the point of connection to the control tower and support area buildings as shown on the plans. This price shall fully compensate the contractor for providing conduits, excavation, backfill, sleeves, permits, wires, cables, testing and inspection, labor, equipment, tools, and incidentals to complete the item in accordance with, but not limited to, Specifications Section 27 21 00. The installed conduit for the primary communication service shares a common trench with the conduit for the primary power for most of the length. The cost of the shared trench shall be included in Bid Item 33 and should not be duplicated in this bid item.

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

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

SECTION III - BID ITEM DESCRIPTIONS

Bid Item 36 Electrical Service (From the Control Tower to Down Range)

Unit: Lump Sum

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

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

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

Bid Item 37 Communications (From the Control Tower to Down Range)

Unit: Lump Sum

Description: The work shall consist of furnishing and installing permanent communication service from the control tower to the down range area as shown on the plans. This price shall fully compensate the contractor for providing conduits, excavation, backfill, sleeves, permits, wires, cables, testing and inspection, labor, equipment, tools, and incidentals to complete the item in accordance with, but not limited to, Specifications Section 27 21 00.

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

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

Bid Item 38 Range Control Tower

Unit: Lump Sum

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

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

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

Bid Item 39 General Instruction Building (Alternate Bid Item No. 1)

Unit: Lump Sum

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

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

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

SECTION III - BID ITEM DESCRIPTIONS

Bid Item 40 Covered Mess Shelter (Alternate Bid Item No. 2)

Unit: Lump Sum

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

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

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

Bid Item 41 Bleacher Enclosure (Alternate Bid Item No. 3)

Unit: Lump Sum

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

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

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

Bid Item 42 Ammo Breakdown Building (Alternate Bid Item No. 4)

Unit: Lump Sum

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

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

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

Bid Item 43 Operations / Storage Building (Alternate Bid Item No. 5)

Unit: Lump Sum

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

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

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

SECTION III - BID ITEM DESCRIPTIONS

Bid Item 44 Latrine (Alternate Bid Item No. 6)

Unit: Lump Sum

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

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

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

Bid Item 45 Site Access Road (sta. 0+40 to sta. 16+80) (Alternate Bid Item No. 7)

Unit: Lump Sum

Description: This work will consist of construction of the site access road from sta. 0+40 to sta. 16+80. This work will include 3 acres of clearing and grubbing, 6,865 c yd. excavation, furnishing and installation 68' of a 30" HDPE pipe with 1 - 30" flared end section and 1 - 30" concrete headwall, separator fabric, 3 acres of seeding, and 4,416 s yd. crushed aggregate to the lines and grade as indicated on the drawings and in accordance with, but not limited to, Specification Section 32 15 00 and Specification Section 31 05 19.

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

Payment: Payment shall be made at the contract unit price bid per each, linear foot, square yard, and acre complete and in place.

Bid Item 46 Down Range Power and Data in Conduit (Alternate Bid Item No. 8)

Unit: Lump Sum

Description: This work will consist of furnishing and installing 1" PVC SCH 40 Conduit, direct buried, for the electrical and communication from the Control Tower to the Down Range Targets Emplacements. This price shall fully compensate the Contractor for providing conduits, excavation, backfill, labor, equipment, tools, and incidentals to complete the item of 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 price bid per lump sum complete and in place

SECTION III - BID ITEM DESCRIPTIONS

Bid Item 47 **Combine Conduit Runs Down Range (Alternate Bid Item No. 9)**

Unit: Lump Sum

Description: This work will consist of installing one (1) trench to be used for two (2) firing lanes. This would allow eight (8) trenches in lieu of the sixteen (16) trenches as shown on sheets E-101 and E-102.

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

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

Bid Item 48 **Spare Conduits (Alternate Bid Item No. 10)**

Unit: Lump Sum

Description: This work will consist of installing one (1) spare electrical conduit and one (1) spare communications conduit, with 4 innerduct, from the point of connection to the support area as shown on sheet E-103. This price shall fully compensate the contractor for providing conduits, excavation, backfill, sleeves, testing and inspection, labor, equipment, tools, and incidentals to complete the item

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

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

Agency _____
REQ.P.O# DEEK10015

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Poerio Incorporated
of Pittsburgh PA, as Principal, and Liberty Mutual Insurance
Company of Boston MA, a corporation organized and existing under the laws of the State of
MA with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% OF TOTAL BID (\$ 5%) 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
Construction of a Modified Record Fire Range at Camp Dawson, Kingwood, WV

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
19th day of May, 2010.

Principal Corporate Seal

Poerio Incorporated
(Name of Principal)

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

Frank T. Poerio, Jr. President
(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company
(Name of Surety)

[Signature]
Peter B. Burke 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.

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

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

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

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

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

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

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

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

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

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

LIBERTY MUTUAL INSURANCE COMPANY

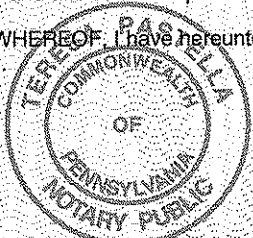
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public.

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 19th day of May, 2010.



By David M. Carey, Assistant Secretary

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

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



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

STATE OF Pennsylvania

COUNTY OF Allegheny, TO-WIT:

I, Frank T. Poerio, Jr., after being first duly sworn, depose and state as follows:

- 1. I am an employee of Poerio Incorporated; and,
(Company Name)
- 2. I do hereby attest that Poerio Incorporated
(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.

Poerio Incorporated
(Company Name)

By: [Signature]
Frank T. Poerio, Jr.

Title: President

Date: May 19, 2010

Taken, subscribed and sworn to before me this 19th day of May, 2010.

By Commission expires [Signature]

(Seal)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen M. Knetzer, Notary Public
Stowe Twp., Allegheny County
My Commission Expires April 29, 2011
Member, Pennsylvania Association of Notaries

[Signature]
(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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


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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Poerio Incorporated

Authorized Signature:  Date: May 19, 2010
Frank T. Poerio, Jr.

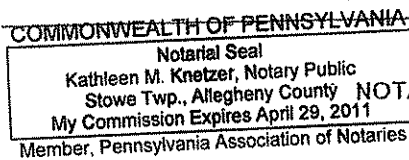
State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 19 day of May, 2010.

My Commission expires COMMONWEALTH OF PENNSYLVANIA 20

AFFIX SEAL HERE



NOTARY PUBLIC 