



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
DEFK10017

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Mosites Construction Company  
 4839 Campbells Run Road  
 Pittsburgh, PA 15205

DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/25/2010				
BID OPENING DATE: 04/22/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UCP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20	23,389,000	23,389,000
<p><b>BUILDING CONSTRUCTION</b></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 NEW ARMED FORCES RESERVE CENTER IN FAIRMONT, WV, (MARION CO.), PER THE FOLLOWING BID REQUIREMENTS, TERMS &amp; CONDITIONS, AND THE PLANS AND SPECIFICATIONS AS PREPARED BY THE ARCHITECTURAL FIRM OF THE OMNI ASSOCIATES.</p> <p>THE PROJECT MANUAL AND DRAWINGS ARE AVAILABLE FROM THE OFFICE OF THE OMNI ASSOCIATES FOR A DEPOSIT OF \$400.00, VENDORS MAY CONTACT THE FIRM AT 304.367.1417. IF THE PLANS AND SPECIFICATIONS ARE RETURNED COMPLETE AND UNMARKED TO THE OFFICE OF THE ARCHITECT WITHIN TEN(10) DAYS AFTER THE TIME AND DATE DESIGNATED FOR RECEIPT OF BIDS, THE CONTRACTOR SHALL RECEIVE A REFUND OF \$150.00. PLANS RECEIVED AFTER 10 DAYS, INCOMPLETE, OR IN POOR CONDITION MAY NOT HAVE THE DEPOSIT RETURNED AT THE DISCRETION OF THE ARCHITECT. THE PROJECT MANUAL AND DRAWINGS ARE ALSO AVAILABLE ELECTRONICALLY ON CD IN .DWF FORMAT FOR A NON-REFUNDABLE PRICE OF \$150.00.</p> <p><b>MANDATORY PRE-BID</b>          A MANDATORY PRE-BID WILL BE HELD ON 04/08/2010 AT 1516 MARY LOU RETTON DRIVE, FAIRMONT, WV, 26554 AT 1:00 PM. VENDORS MAY CONTACT JOHN H. FRYE AT 304.201.3920 FOR</p>						

RECEIVED

2010 MAY -5 PM 1:25

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>John H. Frye</i>	TELEPHONE 412-923-2255	DATE xx/xx/xx 5/5/10
TITLE Vice-Pres. Bldg. Div.	FEIN 25-1100215	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](http://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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VENDOR

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BUYER

**DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION**  
  
**1707 COONSKIN DRIVE  
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<p><b>MORE DETAILED DIRECTIONS.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>EXHIBIT 5</b></p> <p><b>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Mohr* TELEPHONE **412-923-2255** DATE **XX/XX/XX 5/5/10**

TITLE **Vice-Pres. Bldg. Div.** FEIN **25-1100215** ADDRESS CHANGES TO BE NOTED ABOVE

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**BUYER**  
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**BUYER**  
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<p>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 RATES AS ESTABLISHED FOR MARION 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. M. ...</i>	TELEPHONE 412-923-2255	DATE <del>4/22/10</del> 5/5/10
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 4839 Campbells Run Road  
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SHIP TO

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 ARMORY BOARD SECTION  
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<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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p><b>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</b></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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mak Goff</i>	TELEPHONE 412-923-2255	DATE <del>4/22/10</del> 5/5/10
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<p>ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTA</p>						

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OR INSULAR, SUBJECT TO THE JURISDICTION OF THE SECTION 5A-3-56. UNITED STATES.

2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:

- A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,
- B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.

3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE

REV. 10/01/01

EXHIBIT 9

NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA

THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 412-923-2255	DATE XXXXXX 5/5/10 <i>[Signature]</i>
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BID OPENING DATE: **04/22/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UCP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark Wolfe</i>	TELEPHONE 412-923-2255	DATE <del>4/22/10</del> 5/5/10
TITLE Vice-Pres. Bldg. Div.	FEIN 25-1100215	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
**DEFK10017**

PAGE  
**9**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Mosites Construction Company  
 4839 Campbells Run Road  
 Pittsburgh, PA 15205

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	F.O.B.	FREIGHT TERMS
03/25/2010				

BID OPENING DATE: **04/22/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1		4/13/10				
NO. 2		4/21/10				
NO. 3		4/23/10				
NO. 4		4/27/10				
NO. 5						

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

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.

*[Signature]* SIGNATURE  
 Mark Edgar, Vice-President, Building Division  
 Mosites Construction Company COMPANY

..... ~~XXXXXXXX~~ 5/5/10 *ME* DATE

REV. 11/96

CONTRACTORS LICENSE

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 B

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 412-923-2255 DATE ~~XXXXXXXX~~ 5/5/10 *ME*

TITLE Vice-Pres. Bldg. Div. FEIN 25-1100215 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DEFK10017**

PAGE  
**10**

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

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

Mosites Construction Company  
 4839 Campbells Run Road  
 Pittsburgh, PA 15205

**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: **04/22/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Mosites Construction Company</p> <p>CONTRACTORS LICENSE NO.: WV001122</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 412-923-2255	DATE <del>XXXXXX</del> 5/5/10 <i>[Signature]</i>
TITLE Vice-Pres. Bldg. Div.	FEIN 25-1100215	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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# Request for Quotation

RFQ NUMBER
DEFK10017

PAGE
11

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Mosites Construction Company  
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 Pittsburgh, PA 15205

RFQ COPY

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: 04/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 5/2009						
<b>NOTICE</b>  A SIGNED BID MUST BE SUBMITTED TO:  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: 32  REQ. NO.: DEFK10017  BID OPENING DATE: 04/22/2010  BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- FAX: 412-788-1169 -----  PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Mark Edgar, Vice-Pres. Bldg. Div.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Mark Edgar</i>	412-923-2255	XXXXXX 5/5/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice-Pres. Bldg. Div.	25-1100215	

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



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  
**DEFK10017**

PAGE  
**12**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Mosites Construction Company  
 4839 Campbells Run Road  
 Pittsburgh, PA 15205

DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION

1707 COONSKIN DRIVE  
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 25311-1099 304-341-6368

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

BID OPENING DATE: **04/22/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEFK10017 ***** TOTAL:						<u>23,389,000</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark [unclear]</i>	TELEPHONE 412-923-2255	DATE <del>XXXXXX</del> 5/5/10 <i>[initials]</i>
TITLE Vice-Pres. Bldg. Div.	FEIN 25-1100215	ADDRESS CHANGES TO BE NOTED ABOVE

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

4

**WVARNG Fairmont Armed Forces Readiness Center  
BID FORM - SECTION I  
(Base Bid and Alternates)  
Revised 27 April 2010**

**Dated:** May 5, 2010  
*(Bidder to insert date bid submitted)*

**SUBMITTED BY:**

Mosites Construction Company *(Hereinafter called "Bidder")*

West Virginia Contractor's License Number: WV WV001122

**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 and all service necessary to complete in a workman like manner all the work required for:

**The Fairmont Armed Forces Reserve Center  
West Virginia Army National Guard  
Fairmont, Marion, West Virginia**

All in accordance with the Drawings and Specifications as prepared by Omni Associates-Architects, Inc., 1543 Fairmont Avenue, Fairmont, West Virginia 26554 (304)367-1417.

**BASE BID:**

For the Sum of:

Twenty Three Million, three hundred Eight  
nine thousand Dollars.  
(\$ 23,389,000)

(The Base Bid includes the summation of items as described in Section II of the Bid Form.)

4

## 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.) The Owner shall have the option to accept alternates at the bid price by Change Order to the Contract for a period of 120 days after the contract award.

Refer to Section 012300 entitled "Alternates" for description of Alternates (*Amount to be shown in both words and numbers.*):

Alternate No. 1: Phase 2 Earthwork

ADD the sum of: Three Hundred Eight nine thousand, two hundred and Eight Eight Dollars. (\$ 389,288.00 ).

Alternate No. 2: Military Equipment Parking Expansion

ADD the sum of: Two Hundred forty eight thousand, four hundred Sixty Six Dollars. (\$ 248,466.00 ).

Alternate No. 3: Field Fencing

ADD the sum of: Thirty Six thousand, five hundred Eight two Dollars. (\$ 36,582.00 ).

Alternate No. 4: Civic Arena Parking Area

ADD the sum of: nine Hundred twenty eight thousand, nine hundred and ninety ~~thousand~~ two Dollars. (\$ 928,992.00 ).

Alternate No. 5: Fencing and Gate Upgrade

ADD the sum of: Eight thousand Six hundred and fifty Six Dollars. (\$ 8,656.00 ).

Alternate No. 6: Vestibule A100

ADD the sum of: One Hundred ninety three thousand Dollars.  
\_\_\_\_\_ (\$ 193,000<sup>00</sup> ).

Alternate No. 7: Landscaping

ADD the sum of: Twenty Six thousand, Eight hundred Dollars.  
\_\_\_\_\_ (\$ 26,800.00 ).

Alternate No. 8: Kitchen Equipment

ADD the sum of: Two Hundred fifty two thousand Dollars.  
\_\_\_\_\_ (\$ 252,000<sup>00</sup> ).

Alternate No. 9: Generator and Switchgear Sized for Additional Emergency Power

ADD the sum of: Six thousand Dollars.  
\_\_\_\_\_ (\$ 6,000<sup>00</sup> ).

Alternate No. 10: Make-Up Air Unit for the Maintenance Building

ADD the sum of: Thirty four thousand Dollars.  
\_\_\_\_\_ (\$ 34,000<sup>00</sup> ).

Alternate No. 11: Warm-Up Kitchen Equipment

ADD the sum of: Forty thousand Dollars.  
\_\_\_\_\_ (\$ 40,000<sup>00</sup> ).

Alternate No. 12: Telescoping Stands (sections B, E & F)

ADD the sum of: Two Hundred Sixty Four thousand Dollars.  
\_\_\_\_\_ (\$ 264,000<sup>00</sup> ).



Alternate No. 13: Telescoping Stands (sections A & C)

ADD the sum of: Seventy Six thousand Dollars.  
\_\_\_\_\_ (\$ 76,000<sup>00</sup> ).

Alternate No. 14: Telescoping Stands (sections D & G)

ADD the sum of: Eight Five thousand Dollars.  
\_\_\_\_\_ (\$ 85,000<sup>00</sup> ).

Alternate No. 15: Entrance Signs

ADD the sum of: Twenty Five thousand Dollars.  
\_\_\_\_\_ (\$ 25,000<sup>00</sup> ).

Alternate No. 16: Floor Boxes in Assembly Hall

ADD the sum of: Five thousand Dollars.  
\_\_\_\_\_ (\$ 5,000<sup>00</sup> ).

Alternate No. 17: Sound System in Assembly Hall

ADD the sum of: Twenty Six thousand Dollars.  
\_\_\_\_\_ (\$ 36,000<sup>00</sup> ).

Alternate No. 18: Projection Screen in Assembly Hall

ADD the sum of: Four thousand Dollars.  
\_\_\_\_\_ (\$ 4,000<sup>00</sup> ).

Alternate No. 19: Wood Athletic Flooring

ADD the sum of: One Hundred and Six thousand Dollars.  
\_\_\_\_\_ (\$ 106,000<sup>00</sup> ).

Alternate No. 20: Lightning Protection

ADD the sum of: Fifty Two thousand Dollars.  
\_\_\_\_\_ (\$ 52,000<sup>00</sup> ).

Alternate No. 21: Additional Data Jacks

ADD the sum of: Seventy Three thousand Dollars.  
\_\_\_\_\_ (\$ 73,000<sup>00</sup> ).

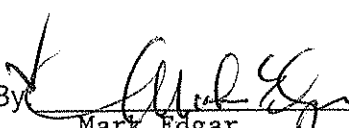
If awarded contract on Base Bid, ~~XX~~(we) agree to perform the work to **Substantial Completion and Beneficial Occupancy no later than 1 September 2011**. In addition to liquidated damages specified in Federal Guidelines, General Provisions 54, an additional fee of \$1,250.00 per day to cover expenses to the Government will be assessed. Total liquidated damages are \$2,750.00 first day and \$1,500.00 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.)

- 1 (4/13/10) 2 (4/21/10) 3 (4/23/10) 4 (4/27/10)

**SIGNATURE OF BIDDER:**

Firm: Mosites Construction Company By: 

Mark Edgar

Address: 4839 Campbells Run Road Title: Vice-Pres. Bldg. Div.

Address: Pittsburgh, PA 15205 Phone: 412-923-2255

Address: \_\_\_\_\_ Fax: 412-788-1169

Tax Cert#: 25-110-0215-002 (WV Income/Franchise Tax ID)

**END OF SECTION I**

4

8

22 April 2010

Per Addendum #3

**BID FORM - SECTION II – (Unit Prices)**  
**Revised 22 April 2010**

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, Section 012200 – Unit Prices.

Item No.	Quantity	Description	Unit	Unit Price	Amount
<b>General Contract Administration</b>					
1	1	Armed Forces Reserve Center (Zones A, B, C)	LS	13,397,838	13,397,838
2	1	Maintenance Building (Zone D)	LS	872,542	872,542
3	1	Mobilization/Demobilization	LS	855,679	855,679
4	1	General Administration	LS	338,699	338,699
5	1	Project Quality Control	LS	50,504	50,504
<b>Site General Contract Administration</b>					
6	1	Sitework Mobilization/Demobilization	LS	36,575	36,575
7	1	Sitework General Administration	LS	208,803	208,803
8	1	Sitework Project Quality Control	LS	62,700	62,700
9	1	WVDOH Encroachment Permit (Allowance No. 2)	LS	10,000	\$10,000.00
<b>Site Preparation</b>					
10	1	Site Preparation	LS	67,925	67,925
11	1	Gas Line Relocation (Allowance No. 3)	LS	200,000	\$200,000.00
12	1	Sediment and Erosion Control	LS	41,800	41,800
13	3	Sediment Pond	EA	33,440	100,320
14	10	Waste Removal	TN	68 <sup>00</sup>	680 <sup>00</sup>

Earthwork					
15	442,000	Unclassified Excavation	CY	374 -	1,653,567
16	1	6" Lean Concrete Mat	LS	346,135	346,135
17	1	Waterproof Coating	LS	149,435	149,435
18	15,000	Subgrade Preparation	SY	13 <sup>06</sup>	195,938
19	300	Soil Drying	TN	328 <sup>28</sup>	92,483
20	3,000	Soil Conditioning-12"	SY	14 <sup>11</sup>	42,323
21	1,000	Soil Conditioning-18"	SY	28 <sup>23</sup>	28,215
22	3,000	Over-Excavation	SY	26 <sup>13</sup>	78,375
23	2,300	6" Subsurface Drains	LF	22 <sup>99</sup>	52,877
24	1,700	8" Subsurface Drains	LF	27 <sup>12</sup>	46,101
Roads					
25	13,000	7" Concrete Paving	SY	41 <sup>92</sup>	544,972
26	1,070	HMA Wearing Course	TN	84 <sup>12</sup>	90,012
27	4,420	HMA Base Course	TN	80 <sup>88</sup>	357,503
28	5,800	Free Draining Base	TN	68 <sup>55</sup>	397,602
29	5,040	Free Draining Base Trench and Piping	LF	23 <sup>25</sup>	117,187
30	25,900	Fabric Separation	SY	1 <sup>21</sup>	31,396
31	4,500	Class 1 Stone	TN	23 <sup>46</sup>	105,572
32	1	Pavement Marking	LS	9,823	9823
33	163	Wheel Stops	EA	209 <sup>00</sup>	34,067
34	1,400	Concrete Curbing	LF	26 <sup>35</sup>	36,886
35	1	Signage	LS	6,018 <sup>00</sup>	6,018
36	170	Grass Pavers	SY	104 <sup>50</sup>	17,765

## Per Addendum #3

22 April 2010

37	730	Gravel Road	LF	53 <sup>87</sup>	39,325
<b>Miscellaneous</b>					
38	400	Screening Berm	LF	209	83
39	1,500	Sidewalk	SY	83 <sup>28</sup>	124,920
40	1	Type I Lawn	LS	10,450	10,450
41	1	Type II Lawn	LS	10,450	10,450
42	1	Type III Ground Cover for Slopes	LS	10,450	10,450
43	2	Force Protection Gate	EA	26,438. <sup>50</sup>	52,877. <sup>00</sup>
44	3	24' Sliding Gate	EA	5,617	16,851
45	2	16' Swing Gate	EA	2,064	4,128
46	1,140	Security Fencing	LF	25 <sup>34</sup>	28,890
47	1	Concrete Stairs	LF	3,213	3,213
48	2	40' Flagpole	EA	3,470	6,940
49	800	Retaining Wall	LF	261 <sup>34</sup>	209,071
50	45	Loading Dock Wall	LF	859 <sup>20</sup>	38,664
51	1	Vehicle Wash System	LS	62,047	62,047
52	1	Oil/Water Separator	EA	73,150	73,150
53	1	Loading Ramp	LS	101,817	101,817
54	30	Bollards 8"	EA	771 <sup>87</sup>	23,156
55	20	Bollards 12"	EA	2,697 <sup>25</sup>	53,945
56	15	Bollards Removable	EA	3,020	45,300
57	1	Trash Enclosure	LS	31,481	31,481
<b>Water</b>					
58	20	2" Restrained Joint PVC	LF	54 <sup>90</sup>	1,098

59	160	2" PVC Water	LF	24 <sup>30</sup>	3,888 <sup>00</sup>
60	330	4" PVC Water	LF	33 <sup>96</sup>	11,208
61	1,400	6" PVC Water	LF	36 <sup>24</sup>	51,576
62	200	6" DIP Water	LF	95 <sup>36</sup>	19,072
63	200	8" PVC Water	LF	48 <sup>18</sup>	9,635
64	800	12" PVC Water	LF	63 <sup>22</sup>	50,578
65	600	12" DIP Water	LF	75 <sup>24</sup>	45,144
66	1	PIV	EA	3,445	3,445
67	4	Fire Hydrant	EA	4,535 <sup>50</sup>	18,142
68	1	Water Vault	EA	41,759	41,759
<b>Sewer</b>					
69	120	Manholes, Sanitary Sewer	VF	252 <sup>89</sup>	30,347
70	17	Frame and Cover, Sanitary Sewer	EA	474 <sup>47</sup>	8,066
71	1,250	6" PVC Sanitary Sewer	LF	34 <sup>49</sup>	43,107
72	1,400	8" PVC Sanitary Sewer	LF	38 <sup>04</sup>	53,254
73	3	Cleanout, Sanitary Sewer	EA	591 <sup>67</sup>	1,775
<b>Utility Extensions</b>					
26	1,200	HMA Wearing Course	TN	84 <sup>12</sup>	100,947
74	30	8" DIP Water	LF	119 <sup>67</sup>	3,590
65	1,200	12" DIP Water	LF	77 <sup>07</sup>	92,483
67	1	Fire Hydrant	EA	4,666	4,666
69	35	Manholes, Sanitary Sewer	VF	252 <sup>91</sup>	8,852
70	5	Frame and Cover, Sanitary Sewer	EA	474 <sup>60</sup>	2,373
72	1,560	8" PVC Sanitary Sewer	LF	38 <sup>04</sup>	59,340

## Per Addendum #3

22 April 2010

75	850	Street Repair	LF	104 <sup>50</sup>	88,825
76	4	Service Connections	EA	1,737	6,948
<b>GAS</b>					
77	630	2" Gas Service Lines	LF	29 <sup>28</sup>	18,763
78	700	6" Gas Service Lines	LF	36 <sup>58</sup>	25,603
<b>Storm Drainage</b>					
79	800	6" PVC Storm	LF	31 <sup>40</sup>	25,122
80	780	8" PVC Storm	LF	34 <sup>40</sup>	26,899
81	900	12" PVC Storm	LF	41 <sup>80</sup>	37,620
82	1,000	12" HDPE Storm	LF	40 <sup>49</sup>	40,492
83	2,000	18" HDPE Storm	LF	43 <sup>58</sup>	87,153
84	1,400	24" HDPE Storm	LF	54 <sup>60</sup>	76,442
85	1,160	42" HDPE Storm	LF	90 <sup>13</sup>	104,553
86	1,200	Type 1 Ditch	LF	109 <sup>73</sup>	131,670
87	200	Type 2 Ditch	LF	26 <sup>97</sup>	5,393
88	1,800	Type 4 Ditch	LF	10 <sup>45</sup>	18,810
89	3,000	Type 5 Ditch	LF	10 <sup>71</sup>	32,134
90	4	Junction Box	EA	2,505	10,020
91	1	42" Junction Box	EA	3,044	3,044
92	2	Modified Junction Box	EA	5,521	11,042
93	35	Type "B" Drop Inlets	EA	2,186 <sup>14</sup>	76,515
94	35	Type "B" Inlet Grate & Frame	EA	386 <sup>66</sup>	13,533
95	2	Type "G" Drop Inlets	EA	3,869	7,738
96	2	Type "G" Inlet Grate & Frame	EA	2,756	5,512

## Per Addendum #3

22 April 2010

97	1	Modified Inlet	EA	2,596	2,596
98	1	Modified Grate & Frame	EA	387 <sup>00</sup>	387
99	10	10" Yard Drains	EA	700 <sup>20</sup>	7,002
100	12	12" In-Line Inlets	EA	447 <sup>92</sup>	7,775
101	40	Trench Drain and Grate	LF	219 <sup>45</sup>	8,778
102	3	Concrete Headwall	EA	3,126 <sup>67</sup>	9,380
<b>Power and Communications</b>					
103	20	Electrical Duct Bank Type 1	LF	78 <sup>40</sup>	1,668
104	43	Electrical Duct Bank Type 2	LF	583 <sup>12</sup>	25,074
105	62	Electrical Duct Bank Type 3	LF	168 <sup>26</sup>	10,432
106	36	Communications Duct Bank Type 1	LF	78 <sup>39</sup>	2,822
107	1,640	Combined Duct Bank Type 1	LF	94 <sup>05</sup>	154,242
108	1	Transformer Pad	LS	1178 <sup>00</sup>	1,178
109	1	Emergency Generator Pad	LS	2,479	2,479
110	1	JICCS Pad	LS	10,836	10,836
				Bid Total	23,389,000
<b>ALTERNATE BID ITEM #1-Phase 2 Earthwork</b>					
Alternate Bid Item #1-Phase 2 Earthwork					
15	98,000	Unclassified Excavation	CY	384	376,101
19	10	Soil-Drying	TN	316 <sup>30</sup>	3,163
20	100	Soil Conditioning - 12"	SY	14 <sup>48</sup>	1,448
22	100	Over-Excavation	SY	26 <sup>80</sup>	2,680
23	250	6" Subsurface Drain	LF	23 <sup>58</sup>	5,896



## Per Addendum #3

22 April 2010

				Total	389,288
<b>ALTERNATE BID ITEM #2 - Military Equipment Parking Expansion</b>					
18	4,430	Subgrade Preparation	SY	13 <sup>40</sup>	59,362
29	150	Free Draining Base Trench Piping	LF	23 <sup>35</sup>	3,578
30	660	Fabric Separation	SY	1 <sup>24</sup>	821
111	4,430	Fabric, Woven	SY	3 <sup>00</sup>	13,298
112	3,000	AASHTO #1	TN	24 <sup>07</sup>	72,200
31	980	Class 1 Stone	TN	24 <sup>07</sup>	23,586
44	1	24' Sliding Gates	EA	5,762	5,762
46	900	Security Fencing	LF	26 <sup>Total</sup> . <sup>00</sup>	23,397
<b>ALTERNATE BID ITEM #3 - Field Fencing</b>				TOTAL	248,466
113	3	24' Double Swing Farm Gate	EA	3,484	10,452
114	3,900	Field Fencing	LF	6 <sup>70</sup>	26,130
				Total	36,582
<b>ALTERNATE BID ITEM #4 - Civic Arena Parking Area</b>					
21	9,900	Soil Conditioning-18"	SY	28 <sup>94</sup>	286,546
26	800	HMA Wearing Course	TN	86 <sup>30</sup>	69,037
27	2,125	HMA Base Course	TN	82 <sup>97</sup>	176,318
28	2,230	Free Draining Base	TN	70 <sup>32</sup>	156,821
29	1,800	Free Draining Base Trench & Piping	LF	23 <sup>35</sup>	42,934
30	9,900	Fabric Separation	SY	1 <sup>24</sup>	12,311
31	1,680	Class 1 Stone	TN	24 <sup>07</sup>	40,432
115	1	Pavement Markings	LS	4,932	4,932

Per Addendum #3

22 April 2010

116	1	Signage	LS	4,824	4,824
33	279	Wheel Stops	EA	214 <sup>40</sup>	59,818
				Total	928,992
<b>ALTERNATE BID ITEM #5 - Fencing and Gate Upgrade</b>					
117	1	Fencing/Gate Upgrade	1	LS	8,656
				Total	8,656

**SECTION III – DESCRIPTION OF BID ITEMS****Bid Item 1: Armed Forces Reserve Center (Zones A, B, C)****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 Armed Forces Reserve Center building and/or assembly as shown under Base Bid in the drawings and Specifications. The Reserve Center includes lobbies, corridors, administration space, recruiting and family support space, educational facilities, storage, locker rooms, physical training rooms, mail rooms, drills halls, toilets, janitor closets, as well as mechanical, electrical, and data rooms.

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. 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; veneer brick; structural steel; metal stud framing; pre-engineered; metal trusses; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; railings; doors; windows; finishes; casework; mechanical systems; electrical systems; fire suppression systems; fire alarm; and data systems. The full extent of this work is defined by the Contract Documents, including the drawings and Project Manual, dated March 25, 2010 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 Contract Officer Technical Representative (COTR)

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

**Bid Item 2: Armed Forces Reserve Center, Maintenance Building (Zone D)****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 Armed Forces Reserve Center building and/or assembly as shown under Base Bid in the drawings and Specifications. The Maintenance Building includes, maintenance work bays, storage, toilets, janitor closets, as well as mechanical, electrical, and data rooms.

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. 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; veneer brick; structural steel; metal stud framing; pre-engineered; metal trusses; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; railings; doors; windows; finishes; casework; mechanical systems; electrical systems; fire suppression systems; fire alarm; and data systems. The full extent of this work is defined by the Contract Documents, including the drawings and Project Manual, dated March 25, 2010 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 Contraction Officer Technical Representative (COTR)

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

**Bid Item 3: Mobilization/Demobilization**

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of the performance of 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; establishment and removal of the contractor's field office and storage facilities, including fenced enclosure of staging area.

**Measurement:** Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

**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 4: General Administration**

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of performing the construction administrative duties to include, but not limited to, such activities as scheduling, project management, temporary utilities and facilities, temporary access roads or structures, etc. 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, and City of Fairmont Business and Occupation Taxes. In addition to any State and Federal permits, the City of Fairmont requires a "Grading, Filling, or Clearing" permit.

**Measurement:** Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

**Payment:** Payment will be paid for at the contract lump sum price, based on percentage of contract completion.

**Bid Item 5: Project Quality Control**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of establishing and maintaining a Quality Control Program throughout the duration of the project.

**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 lump sum price, based on percentage of completion.

**Bid Item 6: Sitework Mobilization/Demobilization**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of the performance of construction preparatory operations associated with the sitework, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; establishment and removal of the contractor's field office and storage facilities, including fenced enclosure of staging area.

**Measurement:** Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

**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 7: Sitework General Administration**

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of performing the construction administrative duties associated with managing the construction of the Sitework as stated in Division 1 and throughout the Specifications associated with the Sitework, providing construction layout, providing temporary utilities for the site 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, and City of Fairmont Business and Occupation Taxes. In addition to any State and Federal permits, the City of Fairmont requires a "Grading, Filling, or Clearing" permit.

**Measurement:** Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

**Payment:** Payment will be paid for at the contract lump sum price, based on percentage of contract completion.

**Bid Item 8: Sitework Project Quality Control**

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of establishing and maintaining a Quality Control Program throughout the duration of the project.

**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 lump sum price, based on percentage of completion.

**Bid Item 9: WVDOH Encroachment Permit(s) (Allowance)**

**Unit:** Lump Sum (LS) (Allowance)

**Description:** This work shall consist of obtaining encroachment permit(s) for the access road tie-in, grading, and stormwater drainage on WVDOH right of ways as shown on the Plans or as required by the WVDOH. 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 work, but will be reimbursed the actual permit fee(s). The contractor shall submit an estimate for the permit(s) to the COTR for approval prior to submitting the application(s).

**Payment:** This item shall be reimbursed by submitting the permit fee(s) receipt(s), based on acceptance of the encroachment(s) by the WVDOH and the COTR.

**Bid Item 10: Site Preparation**

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**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, installation 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 Item 11: Gas Line Relocation (Allowance)**

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**Unit:** Lump Sum (LS) (Allowance)

**Description:** This work shall consist of relocating the 8" Dominion Hope natural gas distribution line to the 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 12: Sediment and Erosion Control**

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**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 13: Sediment Pond**

**Unit:** Each (EA)

**Description:** This work shall consist of constructing the three ponds as shown in the Plans. The work includes excavation, backfill, inlet and outlet structures, pipes, outlet protection, sediment removal and maintenance. This work also includes converting two ponds (Pond 2 and Pond 3) to permanent retention ponds after completion of earthmoving operations. Pond 1 shall be totally removed after permit release and the area returned to its original condition. 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 Item 14: Waste Removal**

**Unit:** Ton (TN)

**Description:** This work shall include, but is not limited to, disposal of rubbish, trash, scrap, and other materials encountered at the site that require disposal at a sanitary landfill. The work includes sorting, loading, hauling, and disposal. 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 as evidenced by weigh tickets from a legally operating sanitary landfill and certified by the contractor to be correct.

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



**Bid Item 15:       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 COTR. 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 Item 16:       6" Lean Concrete Mat****Unit:**           Lump Sum (LS)

**Description:**       This work shall consist of subgrade cleaning, drying, lean concrete application and curing operations for a 6" lean concrete mud mat under all areas of the AFRC and Storage/Maintenance Building as well as any utility trench bottoms consisting of shale bedrock. 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 Item 17: Waterproof Coating**

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**Unit:** Lump Sum (LS)

**Description:** This work shall include, but is not limited to, removal of loose material from subgrade, compressed air cleaning, drying, application and curing operations of in-place subgrade under steps, walks, in utility trenches where required, and under pavements in excavated areas that have exposed shale at the subgrade elevation. 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. If additional satisfactory soil fill is required to achieve subgrade elevations after compaction, it shall be considered incidental to 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 Item 18: Subgrade Preparation**

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**Unit:** Square Yard (SY)

**Description:** This work shall include, but is not limited to, excavation, scarification, ground quicklime addition, mixing and recompaction of the top 18 inches of in-place subgrade under steps, walks, and pavements in excavated areas that do not have exposed shale at the subgrade elevation. 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 19: Soil Drying**

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**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.

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**Bid Item 21: Soil Conditioning – 12”**

**Unit:** Square Yard (SY)

**Description:** This work shall include, but is not limited to, scarifying, 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.

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**Bid Item 20: Soil Conditioning – 18”**

**Unit:** Square Yard (SY)

**Description:** This work shall include, but is not limited to, scarifying, ground quicklime application, mixing, compacting and rolling two lifts of satisfactory soils to a depth of 18” under pavements, steps, or other locations as 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.

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**Bid Item 22: 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.

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**Bid Items 23–24: Subsurface Drains, 6" and 8"**

**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.

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**Bid Item 25: 7" Concrete Paving**

**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.

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**Bid Item 26: 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 with percentages rounded to the nearest tenth:

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-95.9	98
92-93.9	93
89-91.9	90
Less than 89	No acceptance

**Bid Item 27:** 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 with percentages rounded to the nearest tenth:

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-95.9	98
92-93.9	93
89-91.9	90
Less than 89	No acceptance

**Bid Item 28: 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 Item 29: Free Draining Base Trench and Piping**

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**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 per linear foot.

**Bid Item 30: Fabric Separation**

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**Unit:** Square Yard (SY)

**Description:** This work shall consist of furnishing and installing geotextile fabric of designated types 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 Item 31: Class 1 Stone**

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**Unit:** Ton (TN)

**Description:** This work includes, but is not limited to, furnishing and complete installation of Class 1 aggregate course for pavements and the MEP gravel apron 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:** 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**

**32 & 115: Pavement Marking**

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**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, but is not limited to, edge lines, center lines, handicapped symbols, parking lines, 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 Item 33: Wheel Stops**

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**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 Item 34: Concrete Curbing**

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**Unit:** Linear Foot (LF)

**Description:** This work shall includes, 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**

**35 & 116: Signage**

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**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 Item 36: Grass Pavers**

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**Unit:** Square Yard (SY)

**Description:** This work shall consist of furnishing and installing polymer paving units for infrequent vehicle access as detailed on the Plans. This item also includes sod, top soil, sand bedding, aggregate and geotextile. 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 37: Gravel Road**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of installation of the gravel access road in locations specified on the plans or as directed by the COTR. Gravel road work includes excavation, geotextile fabric, stone, 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 road in place, completed, and accepted by the COTR. It shall be measured in a straight line or radius along the centerline of the road.

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

**Bid Item 38: Screening Berm**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of installation of the soil screening berm in locations specified on the plans or as directed by the COTR. Screening berm work includes erosion control mat, seedbed preparation, seeding, mulching and topsoil. 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 berm in place, completed, and accepted by the COTR. It shall be measured in a straight line or radius along the centerline of the berm.

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

**Bid Item 39: Sidewalk**

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**Unit:** Square Yard (SY)

**Description:** This work shall consist of furnishing and installing welded wire mesh reinforcing, 4,000 psi air-entrained concrete, Class 1 stone, formwork and incidentals associated with concrete sidewalks and pads as detailed on the Plans. The areas adjacent to the building

shall also include drainage fill and foam insulation. 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 40–42: Lawns, Type I and II, Type III Ground Cover for Slopes**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of various types of lawns and ground cover as shown on the Drawings and specified in Section 329200, "Turfs and Grasses". The bid item shall include fine grading and preparing lawn areas, furnishing and applying soil amendments and fertilizers, seeding lawn areas, protection and maintenance of lawn 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.

**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 43–45: Force Protection Gate, 24' Sliding Gate, 16' Swing Gate**

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**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of various types of gates for chain link fences and site security. The price shall include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and locks. 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 each gate completely installed.

**Payment:** The accepted quantities of gates shall be paid for at the contract unit price per each complete in place.

**Bid Item 46: Security Fencing**

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**Unit:** Linear Foot (LF)

**Description:** This work consists of furnishing and complete installation of chain link fencing and personnel gates. The price will include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and gate hardware. 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 along the bottom wire of the fence from outside to outside of end posts for each continuous run of fence, excluding lengths occupied by vehicular gates.

**Payment:** The accepted quantities of fencing materials shall be paid for at the contract unit price per linear foot complete in place.

**Bid Item 47: Concrete Stairs**

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**Unit:** Lump Sum (LS)

**Description:** Sets of stairs constructed of cast-in-place concrete to include reinforcing, stone bedding, handrails, surface treatment and any other hardware 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 completion of the work described and acceptance by the COTR.

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

**Bid Item 48: 40' Flagpole**

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**Unit:** Each (EA)

**Description:** This item includes furnishing and installing the 40' aluminum flagpole in front of the facility. The foundation, including excavation, aggregate, concrete and miscellaneous hardware are incidental to 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 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 for each.

**Bid Item 49: Retaining Wall**

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**Unit:** Linear Foot (LF)

**Description:** This item of work is a masonry clad concrete block retaining wall. Excavation, backfill, brick facing, capstone, and associated subsurface drainage 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:** Measurement shall be by the linear foot along the front face of the wall at the finished grade elevation.

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

**Bid Item 50: Loading Dock Wall**

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**Unit:** Linear Foot (LF)

**Description:** This item of work is a pour in place concrete retaining wall. Excavation, backfill, handrail, concrete finishing, and associated subsurface drainage 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:** Measurement shall be by the linear foot along the front face of the wall at the finished grade elevation.

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

**Bid Item 51: Vehicle Wash System**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of adding a Vehicle Wash System as shown in the Plans. Excavation, concrete, aggregate base, waterstops, associated drainage structures, piping, conduits, post hydrant, hose reels and hose, and other ancillary equipment within the boundary created by the edge of the concrete pad are incidental to this item of work. 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 for lump sum.

**Bid Item 52: Oil/Water Separator**

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**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of an underground separator designed for gravity separation of free oils (hydrocarbons and other petroleum products) and settleable solids from wastewater. Excavation, backfill, concrete pad, bedding material, manways, piping and fittings to a point beyond the outline of the tank, alarm and control panel, electrical and data wiring, and vent piping 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:** Measurement shall be based on completion of the work described according to the Basis of Payment below.

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

**Bid Item 53: Loading Ramp**

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**Unit:** Lump Sum (LS)

**Description:** This item of work is a cast-in-place reinforced concrete loading ramp with two levels. The aggregate, backfill, dock bumpers, excavation and soil backfill, and any other ancillary equipment required 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:** There shall be no direct measurement for materials, labor, and services provided by the Contractor in completing this item.

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

**Bid Items 54–56: Bollards 8", 12", and Removable**

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**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, 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 bollard completely installed and accepted by the COTR.

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

**Bid Item 57: Trash Enclosure**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of constructing a pad and walls at the back of the main building as shown in the Plans. Excavation, concrete, aggregate base, walls, associated drainage structures, piping, pipe sleeves, conduits, and other ancillary equipment are incidental to this item of work. 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 for lump sum.

**Bid Items****58-65 & 74: Water Line, PVC – 2”, 4”, 6”, 8” and 12” DIP – 2”, 6”, 8” and 12”****Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing various sizes of water line. These prices shall fully compensate the Contractor for providing pipe, fittings, valves, bedding, excavation, backfill, concrete thrust blocks, concrete encasement, asphalt repair, curb stops, flushing, testing, coordination with the City of Fairmont and agencies having jurisdiction 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 66: 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 67: 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 68: Water Vault**

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**Unit:** Each (EA)

**Description:** This work consists of furnishing, placing and installing the precast concrete vault, bedding, backfill, water meter, backflow preventer and associated valves and appurtenances 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 water meter pit installed and accepted by the COTR and authorities having jurisdiction.

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

**Bid Item 69: Manholes, Sanitary Sewer**

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**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 70: Frame & Cover, Sanitary Sewer**

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**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 Items 71–72: Sanitary Sewer, PVC – 6” and 8”**

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**Unit:** Linear Foot (LF)



**Description:** This work shall consist of furnishing and installing various sizes of PVC 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 Cottageville Public Service District 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.

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**Bid Item 73: 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.

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**Bid Item 75: Street Repair**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of traffic control, excavation, aggregate backfill, asphalt, concrete, reinforcing steel, 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 pavement repair, complete in place and accepted. Length shall be determined from actual measurements along centerline of the trench.

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

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**Bid Item 76: Service Connections**

**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of water and sewer service connections. The unit price shall include furnishing and installing pipe, fittings, valves, cleanouts, flushing, cleaning, testing, 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 service connection completely installed and accepted by the COTR.

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

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**Bid Items 77–78: Gas Service Lines – 2” and 5”**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing gas lines of varying sizes 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.

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**Bid Items 79–81: Storm Line, PVC – 6”, 8”, and 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 Items 82–85: Storm Line, HDPE – 12”, 18”, 24”, and 42”****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 86: Type 1 Ditch****Unit:** Linear Foot (LF)**Description:** This work shall consist of the construction of open flow ways for surface drainage, using geotextile fabric, riprap and grout. Excavation, shaping and lining and geotextile fabric are incidental.**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 87: Type 2 Ditch****Unit:** Linear Foot (LF)**Description:** This work shall consist of the construction of open flow ways for surface drainage, using geotextile fabric, and riprap. Excavation, shaping and lining and geotextile fabric are incidental.**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 88: Type 4 Ditch**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of the construction of open flow ways for surface drainage, using permanent erosion control matting. Excavation, shaping, seeding, 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.

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**Bid Item 89: Type 5 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, seeding, 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.

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**Bid Items 90–92: Junction Box, 42" Junction Box, Modified 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.

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**Bid Items 93–98: Type "B" and "G" Drop Inlets, Type "B" and "G" Inlet Grate & Frame, Modified Inlets, Modified Grate and 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.

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**Bid Items 99–100: 10" 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.

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**Bid Item 101: Trench Drain & Grate**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of installing a vehicular trench drain for storm drainage. Pipe connection, bedding, excavation, backfill, reinforcement, concrete, fittings, frames and grates 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 linear foot of trench drain installed and accepted by the COTR, measured along the center-line from end of grate to end of grate.

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

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**Bid Item 102: Concrete Headwall**

**Unit:** Each (EA)

**Description:** This work shall consist of installing cast-in-place concrete headwalls for storm drainage. Excavation, forming, reinforcement, concrete, pipe connection, aggregate bedding, backfill, and concrete finishing 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 for each headwall completely installed.

**Payment:** Payment shall be made at the contract unit price for each complete and in place.

**Bid Item 103: Electrical Duct Bank Type 1**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of trenching and backfill, vaults, conduit, concrete, and pull ropes required for the installation of underground primary. 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 transformer pad and linear feet of underground primary constructed in conformance with the plans and specifications.

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

**Bid Item 104: Electrical Duct Bank Type 2**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of trench and backfill, vaults, conduit, concrete, pull ropes, and conductors required for the installation of underground secondary between the transformer and the AFRC building. 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 underground secondary constructed in conformance with the plans and specifications.

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

**Bid Item 105: Electrical Duct Bank Type 3**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of trench and backfill, vaults, conduit, concrete, pull ropes, conductors, and control wires required for the installation of underground secondary between the AFRC and the maintenance building. 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 underground secondary constructed in conformance with the plans and specifications.

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

**Bid Item 106: Communications Duct Bank Type 1**

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**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, vaults, 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, 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 107: Combined Duct Bank Type 1**

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**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, conductors, extra pull ropes, vaults, 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, 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 108: Transformer Pad**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of a cast-in-place concrete pad for the electrical transformer(s). The pad must meet the requirements of Appalachian Power Company for the transformer(s) used. This shall include excavation, concrete, reinforcing, grounding hardware, aggregate base and any other incidentals necessary for a complete and functional pad. 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 for lump sum.

**Bid Item 109: Emergency Generator Pad**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of a cast-in-place concrete pad for the emergency generator. The pad must meet the requirements of the generator manufacturer. This shall include excavation, concrete, reinforcing, grounding hardware, aggregate base and any other incidentals necessary for a complete and functional pad. 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 for lump sum.

**Bid Item 110: JICCS Pad**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of a cast-in-place concrete pad for use by the Joint Interagency Command and Control System. This shall include excavation, concrete, reinforcing, grounding hardware, aggregate base and any other incidentals necessary for a complete and functional pad. 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 for lump sum.

**ALTERNATE BID ITEMS**

**Alternate Bid Item #1 – Phase 2 Earthwork**

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**Description:** This work shall consist of grading operations on the outer slope of the fill area. This work has been phased to allow cleanup operations on the adjacent property enough time to relocate.

**Alternate Bid Item #2 – Military Equipment Parking Expansion**

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**Description:** This work shall consist of Hardstand Paving and Security Fence expansion identified in the Plans. The earthwork and drainage structures associated with the parking areas are included in the Base Bid.

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**Bid Item 111: Fabric, Woven****Unit:** Square Yard (SY)**Description:** This work shall consist of furnishing and installing geotextile fabric of designated types 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 Item 112: AASHTO #1 Stone****Unit:** Ton (TN)**Description:** This work includes, but is not limited to, furnishing and complete installation of AASHTO #1 stone 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.**Alternate Bid Item #3 – Field Fencing****Description:** The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a woven wire fence along the property line and a gate for the Retention Pond area on the eastern side of WV Route 2.**Bid Item 113: 24' Double Swing Farm Gate****Unit:** Each (EA)**Description:** This work consists of furnishing and complete installation of a 24' Double Swing Farm Gate for vehicular access through the field fence. The price shall include excavating, trenching, concrete footings, backfilling, grouting posts in place, and locks. 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 each gate completely installed.

**Payment:** The accepted quantities of gates shall be paid for at the contract unit price per each complete in place.

**Bid Item 114: Field Fencing**

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**Unit:** Linear Foot (LF)

**Description:** This work consists of furnishing and complete installation of field fencing. The price will include excavating, posts, backfilling, and minor grading for fence fabric installation. 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 along the bottom wire of the fence from outside to outside of end posts for each continuous run of fence, excluding lengths occupied by vehicular gates.

**Payment:** The accepted quantities of fencing materials shall be paid for at the contract unit price per linear foot complete in place.

**Alternate Bid Item #4 – Civic Arena Parking Area**

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**Description:** This work shall consist of asphalt paving the parking areas and connecting roads identified in the Plans. The earthwork and drainage structures associated with the parking areas are included in the Base Bid.

**Alternate Bid Item #5 – Fencing and Gate Upgrade**

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**Description:** This work shall consist of upgrading all fencing, swing gates, sliding gates, and alternate bid items to an eight foot chain-link fabric height. Force Protection Gates are not included.

**Bid Item 117: Fencing/Gate Upgrade**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of upgrading all fencing, swing gates, sliding gates, and alternate bid items to an eight foot chain-link fabric height. Force Protection Gate is not 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:** 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 for lump sum.

**END OF SECTION**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mosites Construction Company  
of Pittsburgh, PA, as Principal, and Travelers Casualty and Surety Company of America  
of Blue Bell, PA, a corporation organized and existing under the laws of the State of  
CT with its principal office in the City of Blue Bell, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount 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  
Building Construction: New Armed Forces Reserve Center in Fairmont, 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  
5th day of May, 2010.

Principal Corporate Seal

Mosites Construction Company  
(Name of Principal)  
By: [Signature]  
(Must be President or  
Vice President)  
Mark Edgar  
Vice-President, Building Division  
(Title)

Surety Corporate Seal



Travelers Casualty and Surety Company of America  
(Name of Surety)  
By: [Signature]  
Jeffrey A. Frank Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
and a power of attorney must be attached.

**ACKNOWLEDGEMENTS**

**Acknowledgement by Principal if Individual or Partnership**

- 1. STATE OF \_\_\_\_\_
- 2. County of \_\_\_\_\_ to-wit:
- 3. I, \_\_\_\_\_, a Notary Public in and for the
- 4. county and state aforesaid, do hereby certify that \_\_\_\_\_ whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
- 5. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_.
- 6. Notary Seal
- 7. \_\_\_\_\_ (Notary Public)
- 8. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_.

**Acknowledgement by Principal if Corporation**

- 9. STATE OF Pennsylvania
- 10. County of Allegheny to-wit:
- 11. I, Karen Schlaegle, a Notary Public in and for the
- 12. county and state aforesaid, do hereby certify that Mark Edgar
- 13. who as, Vice-President, Building Division signed the foregoing writing for
- 14. Mosites Construction Company a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- 15. Given under my hand this 5th day of May, 2010.
- 16. Notary Seal
- 17. Karen Schlaegle (Notary Public)
- 18. My commission expires on the 10th day of May

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Karen Schlaegle, Notary Public  
 Robinson Twp., Allegheny County  
 My Commission Expires May 10, 2011  
 Member, Pennsylvania Association of Notaries

**Acknowledgement by Surety**

- 19. STATE OF Pennsylvania
- 20. County of Allegheny to-wit:
- 21. I, Catherine M. Gearinger, a Notary Public in and for the
- 22. county and state aforesaid, do hereby certify that Jeffrey A. Frank
- 23. who as, Attorney-In-Fact signed the foregoing writing for
- 24. Travelers Casualty and Surety Company of America a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- 25. Given under my hand this 5th day of May, 2010.
- 26. Notary Seal
- 27. Catherine M. Gearinger (Notary Public)
- 28. My commission expires on the 10th day of May, 2012.

COMMONWEALTH OF PENNSYLVANIA  
 Notary Seal  
 Catherine M. Gearinger, Notary Public  
 Ross Twp., Allegheny County  
 My Commission Expires May 10, 2012

**Sufficiency in Form and Manner Of Execution Approved**

**Attorney General**

This \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_ (Assistant Attorney General)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Mosites Construction Company

OR

Project Description: Building Construction: New Armed Forces Reserve Center in Fairmont, WV

Obligee: State of West Virginia

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jeffrey A. Frank of the City of Pittsburgh, State of PA, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of June, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 30th day of June, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

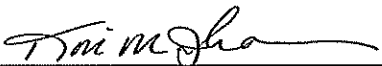
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 5<sup>th</sup> day of May, 2010.

  
Kori M. Johanson, Assistant Secretary



**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [stpaultravelersbond.com](http://stpaultravelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.**



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

**STATE OF** Pennsylvania

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

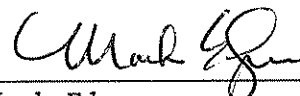
I, Mark Edgar, after being first duly sworn, depose and state as follows:

1. I am an employee of Mosites Construction Company; and,  
(Company Name)
2. I do hereby attest that Mosites Construction Company  
(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.

Mosites Construction Company  
(Company Name)

By:   
Mark Edgar

Title: Vice-President, Building Division

Date: 5/5/10

Taken, subscribed and sworn to before me this 5th day of May, 2010.

By Commission expires May 10, 2011

(Seal)

Notarial Seal  
Karen Schlaegle, Notary Public  
Robinson Twp., Allegheny County  
My Commission Expires May 10, 2011  
Member, Pennsylvania Association of Notaries

  
(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 exceed 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: Mosites Construction Company

Authorized Signature: *Mark Edgar* Date: 5/5/10  
Mark Edgar, Vice-Pres. Bldg. Div.

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 5<sup>th</sup> day of May, 2010.

My Commission expires May 10, 2011.

**AFFIX SEAL HERE**

NOTARY PUBLIC

*Karen Schlaegle*

