

# Request for Quotation DEFK1102

DEFK11029

TARA LYLE 304-558-2544

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

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

RFQ COPY TYPE NAME/ADDRESS HERE Massaro Corporation 120 Delta Drive Pittsburgh, PA 15238

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| TITLE      | A                                       | FE  | IN          |   | A. Massaro III     | <u>. 41</u>   | 12-963-2800             |              | May 18, 2011      |         |
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## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

#### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications; Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

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

### RFQ COPY TYPE NAME/ADDRESS HERE

Massaro Corporation

120 Delta Drive

| OSA/17/2011  BID OPENNONE  OA/26/2011  DOP OA/26/2011  AN ATTENDANCE SHEET WILL BE MADE AVAILEBLE FOR ALL HOTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR ERE-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 LOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESONSIFILE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE HURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSIMS ANY RESPONSIBILITY FOR A BIDDER'S RELIDER TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUIST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.  ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BILDERS WHO ARRIVE PORTION OF THE PRE-BID WILL BE PREMITTED TO SIGN IN BIDDERS WO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL BE PREMITTED TO SIGN THE DISTINGS ON OA/OS/2011. QUESTIONS MAY BE SENT VIA DISTINGS WILL BE ANSWERED ORALLY. IF POSSIBLE TO ASSURE NO OUTSING WILL BE ANSWERED ORALLY. IF POSSIBLE TO ASSURE NO OUTSING WILL BE ANSWERED ORALLY. IF POSSIBLE TO ASSURE TO A | DATE          | HHINTED  | · · · · · · · · · · · · · · · · · · ·   | WIS OF SAI                             | LE                                     | SAIPVIA  | ١             | FOB                        |         | FREIGHT      | TERMS  |
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## Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE 304-558-2544

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

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

RFQ COPY TYPE NAME/ADDRESS HERE

Massaro Corporation

120 Delta Drive

| May 18, 2011    FEIN   Massaro III   May 18, 2011  | 353-533-533-533-53                       | ATE PRINTED | TERMS                                   | SOFSALE                  | SHIP                  | VIA       | F.O.B,                   |                | FREIGHT TERMS |          |
|--|--|-------------|---|--------------------------|-----------------------|-----------|--------------------------|----------------|---------------|----------|
| TARA LYLE LEPARTMENT OR ADMINISTRATION FUNCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305  FAX: 304-558-4119 E-MAIL: TARA.L.LYLEGWV.GOV  THE MODEL/BRAND/SFECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INVERNED TO REFLECT A REFERENCE OR FAVOR ANY EARTICLIAR BRAND OR VENDOR. VENDORS WED ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALIGENATES MAY BE GROUNDS FOR REDECTION OF THE EID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.  EXHIBIT 5  WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES BACE 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 ARTI- CLE 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.  NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED  PERFORMED  MAY 18, 2011  | 03                                       |             | ]                                       |                          | <u> </u>              |           |                          | `              |               |          |
| TARA LYLE  LEPARTMENT OR ADMINISTRATION  FURCHASING DIVISION  2019 WASHINGION STREET, EAST  CHARLESTON, WV 2305  FAX: 304-558-4115  E-MAIL: TARR.L.LYLEØWV.GOV  THE MODEL/BRAND/SEECIFICATIONS NAMED HEREIN ESTABLISH  THE ACCEPTABLE LEVEL OR QUALITY ONLY AND ARE NOT  INTERNED TO REFLECT A HEREFERENCE OR FAVOR ANY  FARTICULAR BRAND CR VENDOR. VENDORS WHO ARE BIDDING  ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT  LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE  INNORMATION FOR ANY ALMERNATES MAY BE GROUNDS FOR  REDECTION OF THE EID. THE STATE RESERVES THE RIGHT  TO WAIVE MINCR IRREGULARITIES IN BIDS OR SPECIFICATIONS  IN ACCORDANCH WITH SECTION 148-1-4(F) OF THE WEST  VIRGINIA LEGISLATIVE RULES AND REGULATIONS.  EXHIBIT 5  WEST VIRGINIA CODE 21-10-5 PROVIDES THAT: ANY SOLICITA-  TION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT  REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO  SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH  THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT  MOST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE  OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTI-  CLE 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.  NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED  SEE DEVENSES OF VIRMA AND CONDITION  FEW MAY 18, 2011   | \$0.000000000000000000000000000000000000 |             | 000000000000000000000000000000000000000 | ON TO SECURE OF A SECURE |                       |           |                          |                | -30PM         | SC (853) |
| TEPARIMENT OR ADMINISTRATION FUNCHASING DIVISION 2019 WASHINGION STREET, EAST CHARLESTON, WV 25305  HAX: 304-558-4115 H-MAIL: TARR.L.L.MLEGWV.GOV  THE MODEL/BRAND/SHECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A FREFERENCE OR FAVOR ANY EARTICULAR BRAND CR VENDOR. VENDORS WED ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE GID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE ROLES AND REGULATIONS.  EXHIBIT 5  WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITA- TION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-PREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTI- CLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISCUALIFICATION OF SUCH BID.  NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED  SEPREPRISES SIDE FOR THE BROWN AND SUBMIT HE BID SHALL RESULT IN DISCUALIFICATION OF SUCH BID.  NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED  SEPREPRISE SIDE FOR THE BROWN AND CONDITION  MAY 18, 2011 | Lin                                      | IE QUA      | NOUTY                                   | UOP NO                   | TIEM NU               | MBER      | UNITERICE                |                | AMOUNT        |          |
| TEPARIMENT OR ADMINISTRATION FUNCHASING DIVISION 2019 WASHINGION STREET, EAST CHARLESTON, WV 25305  HAX: 304-558-4115 H-MAIL: TARR.L.L.MLEGWV.GOV  THE MODEL/BRAND/SHECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A FREFERENCE OR FAVOR ANY EARTICULAR BRAND CR VENDOR. VENDORS WED ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE GID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE ROLES AND REGULATIONS.  EXHIBIT 5  WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITA- TION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-PREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTI- CLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISCUALIFICATION OF SUCH BID.  NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED  SEPREPRISES SIDE FOR THE BROWN AND SUBMIT HE BID SHALL RESULT IN DISCUALIFICATION OF SUCH BID.  NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED  SEPREPRISE SIDE FOR THE BROWN AND CONDITION  MAY 18, 2011 |  |             |   |                          |                       |           |                          |                |               |          |
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| EAST CHARLESTON, WV 25305  HAX: 304-556-4115 E-MAIL: TARA.L.LYLEGWV.GOV  THE MODEL/BRAND/SHECTFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A FREFERENCE OR FAVOR ANY FARTICULAR BRAND CR VENDOR. VENDORS WED ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.  EXHIBIT 5  WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITA- TION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SEMITES A BID FOR THE WORK TO SUBNIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRIG-PREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTI- CLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRIG-PREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.  NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED  SER REVERSE SUCH PAYERMS AND CONDITIONS  FELPPANNE 412-963-2800  MAY 18, 2011  |  |             | 1                                       |                          |                       |           |                          | •              | •.            |          |
| CARLESTON, WV 25305  HAX: 304-556-4115  E-MAIL: TARA.L.LYLE@WV.GOV  THE MODEL/BRAND/SECTFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A FREFERENCE OR FAVOR ANY HARTICULAR BRAND CR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINGR IRREGULARTIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.  EXHIBIT 5  WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRIG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTI- CLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRIG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.  NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED  SEE PLYSISS SOLE FORTENMAND CONDITIONS  SEE PLYSISS SOLE FORTENMAND CONDITIONS  SEE PLYSISS SOLE FORTENMAND CONDITIONS  HELPPIONE  1004-100-100-100-100-100-100-100-100-100   |  |             |   |                          | ATION                 |           |                          | •              |               |          |
| CHARLESTON, WV 25305  EAX: 304-558-4115 E-MAIL: TARA.L.LYLEGWV.GOV  THE MODEL/BRAND/SECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY CNLY AND ARE NOT INTENDED TO REFIRED A PREFERENCE OR FAVOR ANY EARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE IMPORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE ROLES AND REGULATIONS.  EXHIBIT 5  WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITA- TION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTI- CLE 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.  NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED  SEE BEYFRESSIDE FORTENSAND COUNTRING  MBY 18, 2011   |  |             |   | - 7                      | TO A COTT             | ·         | •                        | •              |               |          |
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| WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'  |  | President   | DAIDING TO                              |                          | T NAME AND            | ADDDESS ! |                          |                |               | i        |



## Request for Quotation

DEFK11029

PAGE 4

ADDRESS CORRESPONDENCE TO A TT

TARA LYLE 304-558-2544

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

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

RFQ COPY TYPE NAME/ADDRESS HERE

Massaro Corporation

120 Delta Drive

| DATE PRINTED TERMS OF SALE   | SHIPVIA  | FØ8  | FREIGHTTERMS          |
|--|--|--|-----------------------|
| 03/17/2011<br>BID OPENING DATE: 04/26/2017   |  |  |                       |
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| President FEIN 61-1155784  |  | ADDRESS CHANG  | SES TO BE NOTED ABOVE |
| HEN RESPONDING TO RFQ, INSERT  | NAME AND ADDRESS IN  | N SPACE ABOVE LAB  | LED 'VENDOR'          |



RFO COPY

Massaro Corporation 120 Delta Drive

Pittsburgh, PA 15238

TYPE NAME/ADDRESS HERE

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

## Request for REGNUMBER

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TARA LYLE 304-558-2544

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

1707 COONSKIN DRIVE CHARLESTON, WV

25311-1099 304-341-6368

... DATE PRINTED... TERMS OF SALE SHIPVIA 03/17/2011 BID OPENING DATE: 04/25/2011 BID OPENING TIME QUANTITY LINE UNIT PRICE AMOUNT (KX) 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. (KX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B SPEMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BEDDER 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 TH 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 ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND. (KX) MAINTENANCE BOND: | A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 412-963-2800 DATE Joseph A. Massaro III May 18, 2011 61-1155784 ADDRESS CHANGES TO BE NOTED ABOVE

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



## Request for Quotation

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PAGE 6

ADDRESS CORRESPONDENCE TO ATTENTION OF TARA LYLE
304-558-2544

DIV ENGINEERING & FACILITIES
ARMORY BOARD SECTION

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

RFQ COPY TYPE NAME/ADDRESS HERE

Massaro Corporation

120 Delta Drive

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| HILE YOUNG AT  | Jeen Met          | oh A. Massaro III                  | 12-963-2800           | May 18, 2011        |
| President  | 61-1155784        |                                    |                       | S TO BE NOTED ABOVE |
| WHEN RESPONDIN   | G TO RFQ. INSER   | T NAME AND ADDRESS I               | N SPACE ABOVE LABEL   | ED VENDOR'          |



RFQ COPY

Massaro Corporation 120 Delta Drive

Pittsburgh, PA 15238

TYPE NAME/ADDRESS HERE

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

### Request for REQNUMBER Quotation

DEFK11029

7

TARA LYLE 304-558-2544

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION 1707 COONSKIN DRIVE CHARLESTON, WV 25311-1099 304-341-6368

|                              | · · · · · · · · · · · · · · · · · · ·  | WS-CIF SALE        | SHEVIA                                | 5UB                   | FHEIGHETERMS      |
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| SIGNATURE                    | MAMassa                                | Joseph             | A. Massaro III                        | 412-963-2800 DATE     | May 18, 2011      |
| TITLE<br>President           | FEI                                    | 61-1155784         | · · · · · · · · · · · · · · · · · · · | <del></del>           | TO BE NOTED ABOVE |
| WHE                          | N RESPONDING T                         |                    | T NAME AND ADDRESS                    | IN SPACE ABOVE LABELI | Į.                |



RFQ COPY

Massaro Corporation 120 Delta Drive

Pittsburgh, PA 15238

TYPE NAME/ADDRESS HERE

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

### Request for Quotation

SEC NUMBER **DEFK11029** 

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE 304-558-2544

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

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

DATE PRINTED JERMS OF SALE SHIPVIA FREIGHT TERMS F.O.B

03/17/2011 BID OPENING DATE 04/26/2011 OPENING TIME 07 - 30 PM LINE QUANTITY UCP **TEMNUMBER** UNIT PRICE AMOUNT ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL. PLAN\$ AND OR SPECIFICATION, ETC. ADDENDUM NOS April 3, 2011 的. 1 April 4, 2011 的. 2 April 21, 2011 10.3 May 6, 2011 NO. 4 NO. 5 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 dral 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. Joseph A. Massaro III, President Massaro Corporation May 18, 2011 REV. 11/96 CONTRACTORS LICENSE SEE REVERSE SIDE FOR TERMS AND CONDITIONS 1 Masomory SIGNATURE 412-963-2800 May 18, 2011 ADDRESS CHANGES TO BE NOTED ABOVE 61-1155784



## Request for Quotation

DEFK11029

PAGE ...

TARA LYLE
304-558-2544

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

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

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TYPE NAME/ADDRESS HERE
Massaro Corporation
120 Delta Drive

Pittsburgh, PA 15238

DATE PRINTED TERMS OF SALE FREIGHT TERMS 03/17/2011 BID OPENING DATE 04/26/2011 BID OPENING TIME 01:30PM QUANTITY · MOE LINE NEM NUMBER UNITARICE AMOUNT 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 APPLICATIONS FOR A CONTRACTORS LICENSE MAY B LICENSE. MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV TELEPHONE: (304) 558-7890. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: 'Massaro Corporation CONTRACTORS NAME: CONTRACTORS LICENSE NO. .. .. WV024187 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT APPLICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT. ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO SIGNATURE MANAGE & MANAGE DATE ✓ Joseph A. Massaro III May 18, 2011 TITLE ADDRESS CHANGES TO BE NOTED ABOVE 61-1155784

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

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304-558-2544

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

1707 COONSKIN DRIVE CHARLESTON, WV 25311-1099

304-341-6368

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|-------------------------------|------|
| Massaro Corporation           |      |
| 120 Delta Drive               | •    |
| Pittsburgh, PA 15238          |      |

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|                           | MAM  |                | WOR        | Josep   | h A. Massaro III                      | PHONE 412               | -963-2800         |            | DATE  | May 18, 2011 |             |
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Massaro Corporation

Pittsburgh, PA 15238

120 Delta Drive

TYPE NAME/ADDRESS HERE

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

## Request for Quotation

REQ NUMBER

11

TARA LYLE

304-558-2544 DIV ENGINEERING & FACILITIES

ADDRESS CORRESPONDENCE TO ATTENTION OF

ARMORY BOARD SECTION 1707 COONSKIN DRIVE CHARLESTON, WV

25311-1099 304-341-6368

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| SIGNATURE                                | www.       | 191/20                                  | anns        | <b>2</b> oh A. Ma | assaro III                              | TELEPHONE     | 2-963-2800       | DATE       | May 18, 2011      |
| TITLE President                          |            | FE                                      | INC T       | 1155784           |   |               | T                | SS CHANGES | TO BE NOTED ABOVE |
| L  |            | ii                                      |             |                   |   |               |                  |            |                   |

## **BID FORM**

#### SECTION I - BASE BID AND ALTERNATES

DATED: May 18, 2011 (Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

Massaro Corporation 120 Delta Drive Pittsburgh, PA 15238

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 024187

SUBMITTED TO: State of West Virginia

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

## The Morgantown Readiness Center West Virginia Army National Guard Morgantown, West Virginia

all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.

BASE BID:

For the sum of: Nineteen Million Six hundred & STX Thousand.

(\$ 19 606,000.00)

#### ALTERNATES:

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

Refer to Section 01030 "Alternates" for description of Alternates.

Alternate Bid No. 1 - Taxiway Access Road.

ADD the sum of:

Inc. Site lighting

Seventy Thousand

70,000.00

| Alternate Bid No. 2 - Security Fencing Upgrade.  |  |  |
|--|--|--|
| ADD the sum of: FIVE Thousaux.   |  |  |
|  | (8 5,000.00  | ```                                    |
|  | 13 2,000   | <u>J·</u>                              |
| Alternate Bid No. 3 – Exterior Canopy.   |  |  |
| ADD the sum of: Sedenty Two Thous And  |  |  |
| ADD the sum of: Search 100 1 hous And  |  | •                                      |
|  | (\$ 72,000.00  | ).                                     |
|  |  |  |
| Alternate Bid No. 4 – Lockers.   |  |  |
| ADD the sum of: Sixty Five Thousand.   | 1 Marie Village de la constant de la |  |
| •  | (\$ 65,000.00  | ).                                     |
|  |  |  |
| Alternate Bid No. 5 - Resilient Isolated Gypsum Board Ceilings.  |  |  |
| ADD the sum of: Twenty Eight Thous AND   |  |  |
| The state of the s | (\$ 28,000.00  |  |
|  | (\$ 25,000.  | ).                                     |
| Alternate Bid No. 6 - Acoustical Wall and Ceiling Treatment f  | ar Practice Dooms and Larg   | 70 S                                   |
| Small Rehearsal Rooms.   | of Tractice Moonis, and Ears   | <u> </u>                               |
| ADD the sum of: Forly Two Thousand.  |  |  |
|  | (8 42,000.05   | ************************************** |
|  | (8 44,000.1  |  |
| Alternate Bid No. 7 - Acoustical Wall Treatment For Drill Hall.  |  |  |
|  |  |  |
| ADD the sum of: /en Thousand.  |  |  |
|  | (S 10,000.00   | ),                                     |
|  | ·  |  |
| Alternate Bid No. 8 - Acoustical Wall Treatment For Auditorium   | And Main Rehearsal.  |  |
| ADD the sum of: Thinky Thousand  |  |  |
| /  | (\$ 30,000, <u>so</u>  | Υ.                                     |
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| ——————————————————————————————————————   |  |  |

MASSARO CORPORATION 120 DELTA DRIVE PITTSBURGH, PA 15238

BID FORM, SECTION I

00300 - 2

02/25/2011

| Alternate Bid No. 9 - Suspended Acoustic Reflectors for Auditorium and Main Rehearsal. |
|--|
| ADD the sum of: Forty Five Thousand  |
| (\$ 45,000.00)   |
| Alternate Bid No. 10 - Additional Kitchen Equipment.                                   |
| ADD the sum of: Fifty Two Thous and.   |
| (\$ 52,000 °C).  |
| Alternate Bid No. 11 - Landscaping.  |
| ADD the sum of: Fifteen Thous and  |
| (§ 15,000.00 ).  |
| Alternate Bid No. 12 - Dock Lift.  |
| ADD the sum of: Fiften Thousand.   |
| (§ 15,000.00.).  |
| Alternate Bid No. 13 - Power and Data on Fixed Audience Seating for Auditorium.        |
| ADD the sum of: Forty Five Thors ANG.  |
| (§ 45,000.00.).  |
| Alternate Bid No. 14 - Grouting.   |
| ADD the sum of: Fore hundred a Fifteen Thous ward.                                     |
| ADD the sum of: Fore hundred & Fifteen Mous nad.  (\$ 415,000.                         |

If awarded contract on Base Bid and any Alternates, I (we) agree to perform the work including base bid and all alternates to substantial completion (or-beneficial occupancy) in 545 days. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not the be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

BID FORM, SECTION I

00300 - 3

MASSARO CORPORATION 120 DELTA DRIVE PITTSBURGH, PA 1523802/25/2011

Phone: 412.963.2800 Fax: 412.963.2880 www.massarocorporation.com

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

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

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

#2 - April 4, 2011 #4 - May 6, 2011 #1 - April 3, 2011 #3 - April 21, 2011

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

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

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

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

| SIGNAT | TURE OF BIDDER:     |  |
|--------|---------------------|--|
| Eirm:  | Massaro Corporation |  |

Joseph A. Massaro III 120 Delta Drive Address: Title Address: Pittsburgh, PA 15238 Phone: 412-963-2800 412-963-2880 Address:

END OF SECTION I

### SECTION II - BID ITEMS AND UNIT COSTS

Phone: 412.963.2800 Fax: 412.963.2880

www.massarocorporation.com
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.

Bid items with the same number must include the same unit price.

| Trimary Facility Base Bid  1 Readiness Center 2 Unheated Storage Building 1 LS 384934 334.00  PRIMARY FACILITY BASE BID SUB-TOTAL 13, 985, 331.00  PRIMARY FACILITY BASE BID SUB-TOTAL 13, 985, 331.00  PRIMARY FACILITY BASE BID SUB-TOTAL 13, 985, 331.00  Troject Administration/Quality Control Base Bid  3 Mobilization/Demobilization 1 LS 354000 355, 000, 300  4 General Administration 1 LS 10,040,000 1, 040,000  5 Project Quality Control 1 LS 40,000, 300  PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL 1, 488, 000  Trivil/Site Base Bid  the Preparation 6 Site Preparation 1 LS 83,000, 20  8 Retention Ponds 1 LS 83,000, 20  8 Retention Ponds 1 LS 83,000, 20  8 Retention Ponds 1 LS 83,000, 20  10 AOA Fencing 2,800 LF 30,000  11 Double Swing Gate, 30' 3 EA 4,333.21 (3,000,000)  12 Monitoring Well Removal 1 LS 238,000, 20  13 Unclassified Excavation 1 LS 238,000, 20  14 Subgrade Preparation 20,000 SY 5, 20  15 Soil Drying 100 TN 2, 20,000, 20  16 Soil Conditioning 500 SY 32, 20  17 Over-Excavation 100 SY 50, 20  18 6" Subsurface Drains 600 LF (1, 21)  19 7" Concrete Paving 9,252 SY 44, 25  20 HMA Wearing Course 584 TN 111.25  21 HMA Base Course 2,659 TN 43, 20  22 Free Draining Base Trench and 2,650 LE 9,330  3 STA 12 34,400,000  24,000,000  24,000,000  242,000,000  242,000,000  242,000,000  242,000,000  243,000,000  244,000,000  244,000,000  244,000,000  245,000,000  247,000,0 |                | <u> </u>                             |              | <del> </del> | UNIT          | <u> </u>            |
|--|----------------|--------------------------------------|--------------|--------------|---------------|---------------------|
| Primary Facility Base Bid  | NO.            | ITEM                                 | QTY          | UNIT         | ,             | EXTENDED PRICE (\$) |
| Readiness Center   1   |                | <u> </u>                             | <u>!</u>     | J            |               |                     |
| Readiness Center   1   | Primary        | Facility Base Bid                    |              |              | <u> </u>      |                     |
| Administration/Quality Control Base Bid  |                |                                      | 1            | LS           | 13 890 336.00 | 13 890 331.00       |
| Administration/Quality Control Base Bid  | 2              | Unheated Storage Building            | 1            | LS           | 95,000,00     | 95,000.00           |
| Administration/Quality Control Base Bid  |                |                                      | TT TTY DA    | CE DID C     | •             | 12 000 221 00       |
| 3   Mobilization/Demobilization   1   LS   352,000, 252   4   General Administration   1   LS   (090,000)  |                | FRIMARI FAC                          | TILLE        | ZOE DID      | OD-IOIAL      | 13,763,331.         |
| 3   Mobilization/Demobilization   1   LS   352,000, 252   4   General Administration   1   LS   (090,000)  | Project        | A dministration/Quality Contr        | ol Rase Ri   | d            |               |                     |
| Sivil/Site Base Bid  |                |                                      | <del>,</del> |              | 362 mg 00     | 2.52 000 00         |
| Sivil/Site Base Bid  |                |                                      | <del></del>  | <del></del>  |               | 1 090,000.00        |
| Sivil/Site Base Bid  |                |                                      | <del></del>  | <del> </del> | 46000.00      | 46 000              |
| Sivil/Site Base Bid  |                |                                      |              |              |               | 1.4.00 000          |
| Site Preparation   1   |                | PROJECT ADMIN/QUA                    | LITY CO      | NTROLS       | OB-TOTAL      | 1,488,000.          |
| Site Preparation   1   | <b>71</b> **** | ייי אייי                             |              | <u> </u>     |               |                     |
| 6 Site Preparation 1 LS 243,000, 2 242,000, 2 30,000, 2  |                |                                      |              |              |               |                     |
| 8 Retention Ponds 9 Waste Disposal 5 TN   30.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   140.00   150.00  | <del></del>    |                                      |              |              | (O)           |                     |
| 8 Retention Ponds 9 Waste Disposal 5 TN   30.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   140.00   150.00  | 6              | Site Preparation                     | 1            | LS           | 243,000.00    | 242,000,=           |
| 8 Retention Ponds 9 Waste Disposal 5 TN   30.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   130.00   140.00   150.00  | . 7            | Sediment and Erosion Control         | 1            | LS           | 83,000.00     | 83,000.00           |
| 10   AOA Fencing   2,800   LF   35.6   98.000.5     11   Double Swing Gate, 30'   3   EA   4,333.   13.000.5     12   Monitoring Well Removal   1   LS   4,700.5   4,700.5     13   Unclassified Excavation   1   LS   238,000.5   230,000.5     14   Subgrade Preparation   20,000   SY   5.5   1/0,000.5     15   Soil Drying   100   TN   2.80.5   28,000.5     16   Soil Conditioning   500   SY   32.2   16,000.5     17   Over-Excavation   100   SY   50.6   5,000.5     18   6" Subsurface Drains   600   LF   1/.5   7,000.5     19   7" Concrete Paving   9,252   SY   44.9   4/5,000.5     20   HMA Wearing Course   584   TN   1/1.5   64,987.5     21   HMA Base Course   2,659   TN   93.5   246,350.5     22   246,350.5   246,350.5     246,350.5     246,350.5   246,350.5     246,350.5   246,350.5     246,350.5   246,350.5     246,350.5   246,350.5     246,350.5   246,350.5     246,350.5   246,350.5     246,350.5   246,350.5     246,350.5   246,350.5     246,350.5   246,350.5     246,350.5   246,350.5     246,350.5   246,350.5     246,350.5   246,350.5    | 8              | Retention Ponds                      | 1            | LS           | 262466        | 2001000000 11.5     |
| 10   AOA Fencing   2,800   LF   35.60   18.000.00     11   Double Swing Gate, 30'   3   EA   4,333.00   13.000.00     12   Monitoring Well Removal   1   LS   4,700.00   4,700.00     13   Unclassified Excavation   1   LS   238,000.00   230,000.00     14   Subgrade Preparation   20,000   SY   5.50   1/0,000.00     15   Soil Drying   100   TN   2.80.00   28,000.00     16   Soil Conditioning   500   SY   32.00   16,000.00     17   Over-Excavation   100   SY   50.00   5,000.00     18   6" Subsurface Drains   600   LF   1/0.00   5,000.00     19   7" Concrete Paving   9,252   SY   44.00   4/5,000.00     20   HMA Wearing Course   584   TN   11/0.00   500     21   HMA Base Course   2,659   TN   43.00   248.350   500     10   TN   2.000.00   2.000     11   TN   2.000.00   2.000     12   TN   4/5,000.00   2.000     13   TN   4/5,000.00   2.000     248.350   248.350   200     248.350   248.350   200     248.350   248.350   200     248.350   248.350   200     248.350   248.350   200     248.350   248.350   200     248.350   248.350   200     248.350   248.350   200     248.350   248.350   200     248.350   248.350   200     248.350   248.350   248.350   200     248.350   248.350   248.350   200     248.350   248.350   248.350   248.350   200     248.350   2   | 9              | Waste Disposal                       | 5 .          | TN           | 130.00        | 120.                |
| 11 Double Swing Gate, 30' 12 Monitoring Well Removal 11 LS 4700.50 4,700.50  13 Unclassified Excavation 14 Subgrade Preparation 15 Soil Drying 100 TN 16 Soil Conditioning 17 Over-Excavation 18 6" Subsurface Drains 19 7" Concrete Paving 19 7" Concrete Paving 20 HMA Wearing Course 10 Subsurface 11 LS 238,000.60 230,000.60 230,000.60 230,000.60 230,000.60 230,000.60 230,000.60 230,000.60 230,000.60 230,000.60 240,000.60 240,000.60 240,000.60 240,000.60 250,000.60 260,000. | 10             | AOA Fencing                          | 2,800        | LF           | 39.00         | 98000.              |
| 12   Monitoring Well Removal   1   LS   4,700.55   4,700.55     13   Unclassified Excavation   1   LS   238,000.65   230,000.65     14   Subgrade Preparation   20,000   SY   5.50   10,000.65     15   Soil Drying   100   TN   280.65   28,000.65     16   Soil Conditioning   500   SY   32.20   16,000.65     17   Over-Excavation   100   SY   50.65   5,000.65     18   6" Subsurface Drains   600   LF   11.51   7,000.65     19   7" Concrete Paving   9,252   SY   44.25   415,000.65     20   HMA Wearing Course   584   TN   11.25   64,987.55     21   HMA Base Course   2.659   TN   93.55   248.350.65     22   248.350.65   TN   13.55   248.350.65     23   600.65   230,000.65     24   248.350.65   248.350.65     24   248.350.65   248.350.65     25   Control of the control   | 11             | Double Swing Gate, 30'               | 3            | EA           | 4,333.        | 13 000.             |
| 13   Unclassified Excavation   1   LS   230,000.60   230,000.60   14   Subgrade Preparation   20,000   SY   5.50   10,000.60   15   Soil Drying   100   TN   2.80.60   28,000.60   16   Soil Conditioning   500   SY   32.90   16,000.60   17   Over-Excavation   100   SY   50.60   5,000.60   18   6" Subsurface Drains   600   LF   11.60   7,000.60   18   6" Subsurface Drains   600   LF   11.60   7,000.60   19   7" Concrete Paving   9,252   SY   44.90   415,000.60   19   7" Concrete Paving   584   TN   11.60   64,987.50   19   11.60    | 12             | Monitoring Well Removal              | 1            | LS           | 4700.00       | 4,700.00            |
| 14         Subgrade Preparation         20,000         SY         5.22         //0,000.02           15         Soil Drying         100         TN         2.80.02         28,000.02           16         Soil Conditioning         500         SY         32.22         16,000.02           17         Over-Excavation         100         SY         50.02         5,000.02           18         6" Subsurface Drains         600         LF         //. 27         7,000.02           n-Site Roads and Paving         9,252         SY         44.92         415,000.02           20         HMA Wearing Course         584         TN         ///. 28         64,987.52           21         HMA Base Course         2.659         TN         93.22         248.350.62  | Earthwork      |                                      |              |              | ,             | •                   |
| 14         Subgrade Preparation         20,000         SY         5.22         //0,000.02           15         Soil Drying         100         TN         2.80.02         28,000.02           16         Soil Conditioning         500         SY         32.22         16,000.02           17         Over-Excavation         100         SY         50.02         5,000.02           18         6" Subsurface Drains         600         LF         //. 27         7,000.02           n-Site Roads and Paving         9,252         SY         44.92         415,000.02           20         HMA Wearing Course         584         TN         ///. 28         64,987.52           21         HMA Base Course         2.659         TN         93.22         248.350.62  | 13             | Unclassified Excavation              | 1            | LS           | 230,000.00    | 230,000.00          |
| 15 Soil Drying 100 TN 2.80.00.00.00.00.00.00.00.00.00.00.00.00.  | 14             |                                      | 20,000       | SY           | 5.50          | 110.000.00          |
| 16       Soil Conditioning       500       SY       32.25       16,000.25         17       Over-Excavation       100       SY       50.20       5,000.25         18       6" Subsurface Drains       600       LF       1/.27       7,000.25         n-Site Roads and Paving       9,252       SY       44.25       415,000.25         20       HMA Wearing Course       584       TN       1/1.25       64,987.55         21       HMA Base Course       2.659       TN       93.25       248.350.65  | 15             | -1                                   | 100          | TN           | 280.00        | ZB 000.55           |
| 17 Over-Excavation 100 SY 50. 5,000. 20  18 6" Subsurface Drains 600 LF //. 27 7 000. 20  n-Site Roads and Paving  19 7" Concrete Paving 9,252 SY 44. 9 4/5 000. 20  20 HMA Wearing Course 584 TN ///. 3 64,987. 3  21 HMA Base Course 2.659 TN 93. 248 350. 60  | 16             |                                      | 500          | SY           | 32.20         | 16 000.00           |
| 18 6" Subsurface Drains 600 LF 11. 67 7 000 00 11. Site Roads and Paving  19 7" Concrete Paving 9,252 SY 44. 9 415 000 00 12. 13. 14. 15. 15. 15. 15. 15. 15. 15. 15. 15. 15   | 17             | Over-Excavation                      | 100          | SY           | 50.00         |                     |
|  | 18             | 6" Subsurface Drains                 | 600          | LF           | 11.67         | 7,000.00            |
|  | On-Site R      | <del>-</del>                         |              |              |               | <u> </u>            |
|  | 19             | <u> </u>                             | 9,252        | SY           | 44.95         | 415,000.00          |
|  | 20             |                                      | 584          | TN           | 111.28        | 64,987.52           |
| 22       Free Draining Base       3,822       TN       83.30       3/9.90(.40)         23       Free Draining Base Trench and Piping       3,550       LF       9.69       34,400.00   | 21             | HMA Base Course                      | 2,659        | TN           | 93.00         |                     |
| Free Draining Base Trench and Piping 3,550 LF 9.69 34,400.   | 22             | Free Draining Base                   | 3,822        | TN           | 83.30         | 319 901, 40         |
|  | 23             | Free Draining Base Trench and Piping | 3,550        | LF           |               | 34,400.00           |

|            |  | QTY      | UNIT      | UNIT                           |                         |
|------------|--|----------|-----------|--------------------------------|-------------------------|
| NO.        | ITEM   | QLI      | UNII      | PRICE (\$)                     | EXTENDED PRICE (\$      |
| 24         | Fabric Separation  | 17,600   | SY        | 1.87                           | 32,912.00               |
| 25         | Class 1 Stone  | 3,100    | TN.       | 19.20                          | 6/256.00                |
| 26         | Pavement Marking   | 1        | LS        | 6.5000                         | 6,500.00                |
| 27         | Wheel Stops  | 95       | EA        | 84.21                          | 8000.00                 |
| 28         | Concrete Curbing   | 1,700    | LF        | 32.35                          | 55,000.                 |
| 29         | Signage  | 1        | LS        | 22/34                          | MANUST.                 |
| Off-Site I | Roads and Paving   |          | •         | 11,00000                       | 11,000.00               |
| 20         | HMA Wearing Course   | 90       | TN        | 111.28                         | 10,015,20               |
| 21         | HMA Base Course  | 480      | TN        | 93.40                          | 14 222                  |
| 22         | Free Draining Base   | 252      | TN        | 93. <u>40</u><br>83. <u>20</u> | 7,587.23                |
|            | Free Draining Base Trench and  |          |           | _ 69                           | 22-                     |
| 23         | Piping   | 783      | LF        | 9.69                           | 7,587                   |
| 24         | Fabric Separation  | 1,120    | SY        | 1.87                           | 2 004 40                |
| 25         | Class 1 Stone  | 189      | TN        | 19.36                          | 3,134.64                |
| 30         | Pavement Marking   | 1        | LS        | 1500,00                        | 1,500.00                |
| Miscellan  |  |          |           | 13000                          |                         |
| 31         | Sidewalk   | 1,500    | SY        | 44.50                          | 16.000.00               |
| 32         | Type I and II Lawns  | 1        | LS        | 75,000.00                      | 75 000 00               |
|            | Type III Ground Cover for  |          |           | 12,000.2                       | 13,000                  |
| 33         | Slopes   | i        | LS        | 12,000.00                      | 12 000,00               |
| 34         | Force Protection Gate  | 2        | EA        | C1 000 00                      | 12,000.00<br>102,000.00 |
| 35         | Not Used   |          | LAL       | 51,000.00                      | 102,000.                |
| 36         | 24' Sliding Gate   | <u> </u> | EA        | 1 00                           | 9000.00                 |
| 37         | Security Fencing   | 900      | LF        | 41.4                           | 9 000.                  |
| 38         | 40' Flagpole   | 2        | EA        | 3 250.9                        | 31 000.00<br>6,500.00   |
| 39         | Retaining Wall   | 600      | LF        |                                | 0,300                   |
| 40         | Loading Dock Wall  |          | LS        | 315:00                         | 189,000.00              |
| 41         | Vehicle Wash Rack  | 1        | LS        | 27,000.0                       | 27,000.00               |
| 42         | Oil/Water Separator  |          |           | 12,000.00                      | 12,000.00               |
| 43         | Loading Ramp   | 1        | EA        | 65,000.00                      | 65,000.00               |
| 44         | Bollards 8"  | 1        | LS        | 83,000.00                      | 83,000.00               |
| 45         | Bollards 12"   | 15       | EA        | 853 33                         | 12,800.00               |
| -          |  | 6        | <u>EA</u> | 2580.00                        | 15,000.00               |
| 46<br>47   | Bollards Removeable  | 3        | EA        | 4,000.00                       | 12,000                  |
|            | Trash Enclosure  | 1        | LS        | 30,000                         | 30.000.                 |
| 48         | Fuel Truck Pad   | 1        | LS        | 16,000.00                      | 14,000.00               |
| Vater      | Tour practical state of the sta |          |           |                                |                         |
| -49        | 2" PVC Water   | 250      | LF        | 26.00                          | 6,500.00                |
| 50         | 6" DIP Water   | 80       | LF        | 93.25                          | 7 500                   |
| 51         | 6" PVC Water   | 1,800    | LF        | 41.67                          | 75 000 000              |
| 52         | 10" DIP Water  | 60       | LF        | 83.33                          | E 000.00                |
| 53         | 10" PVC Water  | 1,400    | LF        | 67.86                          | 95,000.00               |
| 54         | PIV  | 5        | EA        | 10000                          | ~ n nn.                 |
| 55         | Fire Hydrant   | 4        | EA        | 4500.00                        | 18 000                  |
| 56         | Water Vault  | I        | EA        | 31,000                         | 31,000.00               |

MASSARO CORPORATION 120 DELTA DRIVE PITTSBURGH, PA 15238

|           |                                    | <del></del>                           | <u> </u>                              | UNIT                                   |  |
|-----------|------------------------------------|---------------------------------------|---------------------------------------|--|--|
| NO.       | ITEM                               | QTY                                   | UNIT                                  | PRICE (\$)                             | EXTENDED PRICE (\$)  |
| Sewer     |                                    | <del></del>                           | ·                                     | <u></u>                                |  |
| 57        | Manholes, Sanitary Sewer           | 120                                   | VF                                    | Z70.                                   | 32.500.  |
| 58        | Frame and Cover, Sanitary<br>Sewer | 18                                    | EA                                    | 777.28                                 | 32,500.<br>14,000.00<br>7,000.00   |
| 59        | 4" PVC Sanitary Sewer              | 150                                   | LF                                    | 46.62                                  | 7 000.00   |
| 60        | 6" PVC Sanitary Sewer              | 1,000                                 | LF                                    | 4.7.                                   | 1 42 000   |
| 61        | 8" PVC Sanitary Sewer              | 1,500                                 | LF                                    | 63.32                                  | 36,000.00  |
| 62        | 8" DIP Sanitary Sewer              | 440                                   | LF                                    | 81.82                                  | 26,000.00  |
| Gas       |                                    | I                                     | · · · · · · · · · · · · · · · · · · · |  | 70,000   |
| 63        | 4" Gas Service Line                | 1,800                                 | LF                                    | 23 69                                  | 43,000.00  |
| Storm Dra | inage                              | <del></del>                           | <del></del>                           |  | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,  |
| 64        | 6" PVC Storm                       | 1,400                                 | LF                                    | 25.00                                  | 35,000.00  |
| 65        | 12" PVC Storm                      | 600                                   | LF                                    | 43.32                                  | 26 000.00  |
| 66        | 12" HDPE Storm                     | 500                                   | LF                                    | 44.00                                  | 25,000,00  |
| 67        | 18" HDPE Storm                     | 1,100                                 | LF                                    | 10.00                                  | 66,000.00  |
| 68        | 24" HDPE Storm                     | 850                                   | LF                                    | 70.54                                  | 60,000.00  |
| 69        | 30" HDPE Storm                     | 220                                   | LF                                    | 109.01                                 | 24,000.00  |
| 70        | Type 1 Ditch                       | 400                                   | LF                                    | 47.50                                  | 19.000.00  |
| 71        | Type 2 Ditch                       | 160                                   | LF                                    | 43.25                                  | 7000   |
| 72        | Type 4 Ditch                       | 4,400                                 | LF                                    | 1432                                   | 63,000.00  |
| 73        | Junction Box                       | 2                                     | EA                                    | 900.00                                 | 1860.00  |
| 74        | Type "B" Drop Inlets               | 20                                    | EA                                    | 1,800.00                               | 36,000.00  |
| 75        | Type "G" Drop Inlets               | 2                                     | EA                                    | Miles 1                                | 200000 / 4,000   |
| 76        | Stormwater Treatment Unit          | 2                                     | EA                                    | MANAGER                                | 13,000 / 24,000.   |
| 77        | 12" In-Line Inlets                 | 14                                    | EA                                    | 1,071,00                               | 15000.00   |
| 78        | Trench Drain and Grate             | 40                                    | LF                                    | 325.00                                 | /5 ~ ~ ~ ~ ~ !   |
| 79        | Concrete Headwall                  | 3                                     | EA                                    | 1,833.00                               | 5,500.02   |
| Power and | Communications                     | · · · · · · · · · · · · · · · · · · · |                                       |  |  |
| 80        | Electrical Duct Bank Type 1        | 200                                   | LF                                    | 75.00                                  | 15,000.00  |
| 81        | Electrical Duct Bank Type 2        | 50                                    | LF                                    |  | 5,000.00   |
| 82        | Electrical Duct Bank Type 3        | 60                                    | LF                                    | 50.00                                  | 3 600.00   |
| 83        | Combined Duct Bank Type 1          | 700                                   | LF                                    | 40.00                                  | 25,000.00  |
| 84        | Communications Duct Bank<br>Type I | 150                                   | LF                                    | 40.00<br>60.00<br>6,000.00<br>6,000.00 | 5,000.02<br>3,600.02<br>25,000.00<br>90,000.00<br>6,000.00<br>6,000.00<br>4,132,668.60 |
| 85        | Transformer Pad                    | 1                                     | LS                                    | 6.000.00                               | 6,000,00   |
| 86        | Emergency Generator Pad            | 1                                     | LS                                    | 6 000.00                               | 6,000.00   |
|           | CIVII                              | /SITE BAS                             | SE BID S                              | UB-TOTAL                               | 4,132,668.60   |

BASE BID TOTAL\*

MASSARO CORPORATION 120 DELTA DRIVE PITTSBURGH, PA 15238 02/25/2011

<sup>\*</sup>Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.

|   | te Bid Items   |                          | <del></del>       | IDUT   | <u> </u>  |
|---|--|--------------------------|-------------------|--|---|
| NO.   | ITEM   | QTY                      | UNIT              | UNIT<br>PRICE (\$)                           | EXTENDED PRICE (\$  |
| Alternate   | e#1 - Taxiway Access Road  |                          |                   |  |   |
| 20  | HMA Wearing Course   | 53                       | TN                | 111.25                                       | 5,897,84  |
| 21  | HMA Base Course  | 281                      | TN                | 93.90  | 26, 245.40  |
| 22  | Free Draining Base   | 148                      | TN                | 83.20  | 12 387 60   |
| 23  | Free Draining Base Trench and Piping   | 360                      | LF                | 9.59   | 3 488.40  |
| 24  | Fabric Separation  | 657                      | SY                | 1.87   | 1,228.5%  |
| 25  | Class 1 Stone  | 111                      | TN                | 19.20  |   |
| 87  | Pipe Gate  | 1                        | EA                | 350000                                       | 3,500.00  |
| Alternate   | #1 Total Inc. Site lighti  |                          |                   | , ,  | 70,000.00   |
|   |  | 7                        |                   | · · ·  | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,                               |
| Alternate   | #2 - Security Fencing Upgrade  |                          |                   |  |   |
| 88  | Upgrade to 8' Fabric   | 1                        | LS                | 5,000.00                                     | 5000.00   |
|   | #2 Total   |                          |                   |  | 5,000.00  |
|   |  |                          |                   |  | 3,000   |
| A Itemate   | #3 - Exterior Canopy   |                          |                   |  |   |
| 89  | Canopy   | 1                        | LS                | 72,000.00                                    | 72 000.00   |
|   | #3 Total   |                          | , 20              | 12,000.                                      | 72,000.00<br>72,000.00  |
| TICOLITAGO  | "3 TOTAL   |                          |                   |  | 12,000-   |
| · · · · · · · · · · · · · · · · · · ·   |  |                          |                   |  | · · · · · · · · · · · · · · · · · · ·                                 |
| Alternate   | #4 - Lockers   |                          |                   |  |   |
|   | #4 - Lockers   | 1                        | 10                | 1500000                                      | 45 000.00   |
| 90  | Lockers  | 1                        | LS                | 65,000.00                                    | 65,000.00   |
| 90  | Lockers  | 1                        | LS                | 65,000.00                                    | 65,000.00<br>65,000.00  |
| 90<br>Alternate   | Lockers<br>#4 Total  |                          |                   | 65,000.00                                    | 65,000.00<br>65,000.00  |
| 90<br>Alternate   | Lockers  |                          |                   |  |   |
| 90<br>Alternate   | Lockers #4 Total #5 - Resilient Isolated Gypsum Board Isolated Gypsum Board  |                          |                   |  |   |
| 90<br>Alternate<br>Alternate<br>91  | Lockers #4 Total  #5 - Resilient Isolated Gypsum Board Isolated Gypsum Board Ceilings  | ard Ceiling              | SS                | 28,000.00<br>28,000.00                       |   |
| 90<br>Alternate<br>Alternate<br>91  | Lockers #4 Total  #5 - Resilient Isolated Gypsum Board Isolated Gypsum Board Ceilings  | ard Ceiling              | SS                |  |   |
| 90<br>Alternate<br>Alternate<br>91<br>Alternate                                 | Lockers #4 Total  #5 - Resilient Isolated Gypsum Board Isolated Gypsum Board Ceilings #5 Total   | ard Ceiling              | s<br>LS           | 28, soo. <sup>00</sup>                       | 28,000.00<br>28,000.00  |
| 90 Alternate Alternate 91 Alternate Alternate                                   | Lockers #4 Total  #5 - Resilient Isolated Gypsum Board Isolated Gypsum Board Ceilings  | ard Ceiling              | s<br>LS           | 28, soo. <sup>00</sup>                       | 28,000.00<br>28,000.00  |
| 90 Alternate Alternate 91 Alternate Alternate Rooms                             | Lockers  #4 Total  #5 - Resilient Isolated Gypsum Board Isolated Gypsum Board Ceilings  #5 Total  #6 - Acoustical Wall and Ceiling To                                    | ard Ceiling              | LS<br>or Practice | 28, cons and La                              | 28,000.00<br>28,000.00  |
| 90 Alternate 91 Alternate Alternate Alternate Rooms 92                          | Lockers #4 Total  #5 - Resilient Isolated Gypsum Board Isolated Gypsum Board Ceilings #5 Total  #6 - Acoustical Wall and Ceiling Total  Acoustical Treatment             | ard Ceiling              | s<br>LS           | 28, soo. <sup>00</sup>                       | 28,000.00<br>28,000.00  |
| 90 Alternate Alternate 91 Alternate Alternate Cooms 92                          | Lockers #4 Total  #5 - Resilient Isolated Gypsum Board Isolated Gypsum Board Ceilings #5 Total  #6 - Acoustical Wall and Ceiling Total  Acoustical Treatment             | rd Ceiling -1 reatment f | LS<br>or Practice | 28, cons and La                              | 28,000.00<br>28,000.00  |
| 90 Alternate Alternate 91 Alternate Alternate Cooms 92                          | Lockers #4 Total  #5 - Resilient Isolated Gypsum Board Isolated Gypsum Board Ceilings #5 Total  #6 - Acoustical Wall and Ceiling Total  Acoustical Treatment             | rd Ceiling -1 reatment f | LS<br>or Practice | 28, cons and La                              | 28,000.00<br>28,000.00  |
| 90 Alternate 91 Alternate Alternate Cooms 92 Alternate                          | Lockers #4 Total  #5 - Resilient Isolated Gypsum Board Isolated Gypsum Board Ceilings #5 Total  #6 - Acoustical Wall and Ceiling Total  Acoustical Treatment             | rd Ceiling -1 reatment f | LS LS LS          | 28, cons and La                              | 28,000.00<br>28,000.00  |
| 90 Alternate 91 Alternate Alternate Cooms 92 Alternate                          | Lockers  #4 Total  #5 - Resilient Isolated Gypsum Board Isolated Gypsum Board Ceilings  #5 Total  #6 - Acoustical Wall and Ceiling Total  Acoustical Treatment  #6 Total | rd Ceiling -1 reatment f | LS LS LS          | 28, 000. 00<br>Rooms and Land<br>42, 000. 90 | 28,000 P<br>28,000 D<br>rge & Small Rehearsal<br>42,000 D<br>42,000 D |
| 90 Alternate 91 Alternate Alternate Rooms 92 Alternate Alternate 4 Alternate 93 | Lockers  | reatment f               | LS LS             | 28, cons and La                              | 28,000 P<br>28,000 D<br>rge & Small Rehearsal<br>42,000 D<br>42,000 D |
| 90 Alternate 91 Alternate Alternate Cooms 92 Alternate Alternate Alternate 93   | Lockers  | reatment f               | LS LS             | 28, 000. 00<br>Rooms and Land<br>42, 000. 90 | 28,000 P<br>28,000 D<br>rge & Small Rehearsal<br>42,000 D<br>42,000 D |
| 90 Alternate 91 Alternate Alternate Rooms 92 Alternate Alternate 93 Alternate   | Lockers  | reatment f               | LS LS             | 28, 800. 90<br>Rooms and Las<br>42, 000. 90  | 28,000 P<br>28,000 D<br>rge & Small Rehearsal<br>42,000 D<br>42,000 D |
| 90 Alternate 91 Alternate Alternate Rooms 92 Alternate Alternate 93 Alternate   | Lockers  | reatment f               | LS LS             | 28, 800. 90<br>Rooms and Las<br>42, 000. 90  | 28,000 P<br>28,000 D<br>rge & Small Rehearsal<br>42,000 D<br>42,000 D |

MASSARO CORPORATION 120 DELTA DRIVE PITTSBURGH, PA 15238

|           |  |            |             | UNIT                                  |                        |
|-----------|--|------------|-------------|---------------------------------------|------------------------|
| NO.       | ITEM   | QTY        | UNIT        | PRICE (\$)                            | EXTENDED PRICE (\$     |
| Alternate | #9 - Suspended Acoustic Reflector  | s for Audi | torium and  | Main Rehearsa                         | al                     |
| 95        | Acoustical Reflectors  | 11         | LS          | 45,000.50                             | 45,000.00              |
| Alternate | #9 Total   |            |             |                                       | 45,000.00              |
|           |  |            |             |                                       |                        |
| Alternate | #10 - Additional Kitchen Equipme   | nt         | <del></del> |                                       |                        |
| 96        | Additional Kitchen Equipment   | 1          | LS          | 52,000,00                             | 52,000.00<br>52,000.00 |
| Alternate | #10 Total  |            |             |                                       | 52,000.00              |
|           |  |            |             |                                       |                        |
| Alternate | #11 - Landscaping  |            |             |                                       |                        |
| 97        | Landscaping  | 1          | LS          | 15,000                                | 15,000,00              |
| Alternate | #11 Total  |            |             |                                       | 15,000.00              |
|           |  |            |             | · · · · · · · · · · · · · · · · · · · |                        |
|           | #12 - Dock Lift  |            | 1           |                                       | 1                      |
| 98        | Dock Lift  | 11         | LS          | 15,000                                | 15,000.00              |
| Alternate | #12 Total  |            |             |                                       | 15,000.0               |
|           | The Date of the Da | 1 O .      |             |                                       |                        |
|           | #13 - Power and Data on Fixed Au<br>Seating Power and Data   |            | LS          |                                       | 1= 00                  |
| 99        |  | 1          |             | 45,000.00                             | 45 000.                |
| Alternate | #13 Total  |            |             |                                       | 43,000.                |
| Alternate | #14 - Grouting   |            |             | *                                     |                        |
| 100       | Grouting   | 1          | LS          | 415,000.00                            | 45 000.00              |
|           | #14 Total  |            |             | 110,000                               | 415 000.00             |
| licinate  | ar rout  |            |             |                                       | 1 110,000              |
|           |  | . 5        |             | remains a more a x                    | 909000.00              |
|           |  | A LTERN.   | ATE BID     | TEM TOTAL                             | I YOY OOU              |

### **END OF SECTION II**

MASSARO CORPORATION 120 DELTA DRIVE PITTSBURGH, PA 15238

Phone: 412.963.2800 Fax: 412.963.2880 www.massarocorporation.com

#### SECTION III - DESCRIPTION OF BID ITEMS

Bid Item 1:

Readiness Center

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 Readiness Center building and/or assembly as shown under Base Bid in the Drawings and Specifications. The Readiness Center includes lobbies, corridors, administration space, recruiting and family support space, educational facilities, storage, locker rooms, physical training rooms, mail rooms, drill 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; up to 40 cubic yards of lean concrete backfill, 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 system; fire alarm; and data systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated February 24, 2011 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement:

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

Payment:

Payment for item will be in accordance with the specifications.

Bid Item 2:

**Unheated Storage Building** 

Unit:

Lump Sum (LS)

Description:

The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional Unheated Storage Building as shown under Base Bid in the Drawings and Specifications.

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 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; pre-engineered metal storage buildings; and electrical systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated February 24, 2011 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement:

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

Payment:

Payment for item will be in accordance with the specifications.

#### Bid Item 3:

#### Mobilization/Demobilization

Unit:

Lump Sum

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

Description:

This work shall consist of performing the construction administrative duties associated with managing the construction as stated in Division 1 and throughout the Specifications, 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 Morgantown Business and Occupation Taxes. In addition to any State and Federal permits, the City of Morgantown requires a Municipal Contractor's License.

Measurement:

Measurement will be based on completion of the work described, prorated from lump

sum amounts according to the Basis of Payment below.

Payment:

This item will be paid for at the contract lump sum price, based on percentage of contract

completion.

Bid Item 5:

**Project Quality Control** 

Unit:

Lump Sum

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:

Site Preparation

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, demolition, temporary safety fence and barricades for taxiway closures, 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 7:

Sediment and Erosion Control

Unit:

Lump Sum (LS)

Description:

This item shall consist of furnishing, installation, maintenance and subsequent removal of necessary storm water structures, best management practices, and other work required to prevent escape of sediment from disturbed areas of project site. Also included is the preparation of a modification to the existing WV NPDES permit, 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.

BID FORM, SECTION III

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 modification to the existing 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 8:

Retention Ponds

Unit:

Lump Sum (LS)

Description:

This work shall consist of constructing the retention ponds as shown in the Plans. The work includes excavation, importation of soils, concrete, backfill, inlet and outlet structures, pipes, outlet protection, sediment removal and maintenance. 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 9:

Waste Disposal

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 10:

AOA Fencing

Unit:

Linear Foot (LF)

Description:

This work consists of furnishing and complete installation of chain link fencing. The price will include clearing vegetation, 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 Items 11:

Double Swing Gate, 30'

Unit:

Each (EA)

Description:

This work consists of furnishing and complete installation of various types of gates for chain link fences. 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 12:

Monitoring Well Removal

Unit:

Lump Sum (LS)

Description:

This item shall consist of the removal of an existing monitoring well in accordance with West Virginia Department of Environmental Protection regulations. 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 13:

Unclassified Excavation

Unit:

Lump Sum (LS)

#### 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:

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 14:

#### Subgrade Preparation

Unit:

Square Yard (SY)

#### Description:

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

#### Measurement:

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

Payment:

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

Bid Item 15:

Soil Drying

Unit:

Ton (TN)

Description:

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

Measurement:

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

Payment:

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

Bid Item 16:

Soil Conditioning

Unit:

Square Yard (SY)

Description:

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

Measurement:

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

Payment:

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

Bid Item 17:

Over-Excavation

Unit:

Square Yard (SY)

Description:

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

Measurement:

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

Payment:

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

Bid Item 18:

6" Subsurface Drains

Unit:

Linear Foot (LF)

Description:

This work shall consist of installation of 6" subsurface drains in locations specified on the plans or directed by the COTR. The drains are to be installed in locations that will intercept the maximum amount of seepage. Subsurface drain work includes dewatering, excavation, drainage fabric, stone, pipe, fittings, cleanouts and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete

the work.

Measurement:

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

Payment:

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

Bid Item 19:

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.

Bid Item 20:

**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 21:

**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 <i>.</i> 9               | 90                             |
| Less than 89                   | No acceptance                  |

Bid Item 22:

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 23:

Free Draining Base Trench and Piping

Unit:

Linear Foot (LF)

Description:

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

Measurement:

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

Payment:

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

Bid Item 24:

Fabric Separation

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 25:

Class 1 Stone

Unit:

Ton (TN)

Description:

This work includes, but is not limited to, furnishing and complete installation of Class 1 aggregate course for pavements 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 Item 26:

Pavement Marking, On-Site Roads and Paving

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 27: | Wheel Stops  |
|--------------|--|
| Unit:        | Each (EA)  |
| Description: | This work includes, but is not limited to, furnishing and complete installation of plastic wheel stops as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.  |
| Measurement: | The quantity of work done shall be measured per each wheel stop completely installed.  |
| Payment:     | Payment shall be made at the contract unit price per each.   |
| Bid Item 28: | Concrete Curbing   |
| 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 Item 29: | Signage  |
| Unit:        | Lump Sum (LS)  |
| Description: | This item includes, but is not limited to, furnishing and installing miscellaneous signs, stop, parking, informational, etc. as noted on the Plans or as directed by the COTR. Signs, posts, foundations, and necessary hardware are included. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work. |
| Measurement: | Measurement shall be based on completion of work described.  |
| Payment:     | Payment shall be made at the contract unit price for lump sum.   |
| Bid Item 30: | Pavement Marking, Off-Site Roads and Paving  |
| 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 500 sq ft for miscellaneous marking as directed by the COTR. It shall include, but is not limited to, edge lines, center lines, shoulders, stop lines and pedestrian crossing markings. This includes performing all work prescribed in a  |

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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 31:

Sidewalk

Unit:

Square Yard (SY)

Description:

This work shall consist of furnishing and installing welded wire mesh reinforcing, 4,000 psi air-entrained concrete, Class I 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 32-33: Type I and II Lawns; Type III Ground Cover for Slopes

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 02920, "Lawns 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 34–36: Force Protection Gate, 24' Sliding Gate (BID ITEM 35 – NOT USED)

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 37:

Security Fencing

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 38:

40' Flagpole

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 39:

Retaining Wall

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 40:

Loading Dock Wall

Unit:

Lump Sum (LS)

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:

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 lump sum.

Bid Item 41:

Vehicle Wash Rack

Unit:

Lump Sum (LS)

Description:

This work shall consist of adding a Vehicle Wash Rack 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 42:

Oil/Water Separator

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 settable 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 43:

Loading Ramp

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 44–46:

Bollards 8", 12", and Removable

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 47:

Trash Enclosure

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 Item 48:

Fuel Truck Pad

Unit:

Lump Sum (LS)

Description:

This work shall consist of a cast-in-place concrete fuel truck pad as shown in the Plans. 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 Items 49-53:

Water Line, PVC - 2", 6", and 10"; Waterline, DIP - 6" and 10"

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, steel casing pipe, asphalt repair, curb stops, flushing, testing, coordination with the City of Morgantown 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 54:

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.

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

Payment:

Measurement:

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

Bid Item 55:

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 56:

Water Vault

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 57:

Manholes, Sanitary Sewer

Unit:

Vertical Foot (VF)

Description:

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

the work.

Measurement:

Measurement shall be based on vertical feet of manhole in place, as measured from the invert to the top of concrete or spacer ring, 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 58:

Frame & Cover, Sanitary Sewer

Unit:

Each (EA)

Description:

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

Measurement:

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

Payment:

Payment shall be made at the contract price per each.

Bid Items 59-62:

PVC Sanitary Sewer, 4", 6", and 8"; DIP, 8"

Unit:

Linear Foot (LF)

Description:

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

Measurement:

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

Payment:

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

Bid Item 63:

4" Gas Service Line

Unit:

Linear Foot (LF)

Description:

This work shall consist of furnishing and installing 4" gas lines from the building to point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, valves, existing utility tie-ins, pavement restoration, and casing pipes. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

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

Payment:

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

Bid Items 64-65: Storm Line, PVC-6" 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 66-69: Storm Line, HDPE - 12", 18", 24" and 30"

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 Items 70-71: Type 1 Ditch, 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, 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 72:

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.

Bid Item 73:

**Junction Box** 

Unit:

Each (EA)

Description:

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

Measurement:

Measurement shall be based on each junction box in place completed, and accepted by

the COTR.

Payment:

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

Bid Items 74-75: Type "B" and "G" Drop Inlets

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, grates, frames, 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

Payment:

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

Bid Item 76:

Stormwater Treatment Unit

Unit:

Each (EA)

Description:

This work shall consist of installing pre-cast concrete stormwater treatment units for storm drainage. Pipe connection, bedding, excavation, backfill, fill, and fittings, 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 stormwater treatment unit in place completed, and

accepted by the COTR.

Payment:

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

Bid Item 77:

12" In-Line Inlets

Unit:

Each (EA)

Description:

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

Measurement:

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

COTR

Payment:

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

Bid Item 78:

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.

Bid Item 79:

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 80:

**Electrical Duct Bank Type 1** 

Unit:

Linear Foot (LF)

Description:

This work shall consist of trenching and backfill, vaults, handholes, pedestals, 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.

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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 81:

Electrical Duct Bank Type 2

Unit:

Linear Foot (LF)

Description:

This work shall consist of trench and backfill, vaults, handholes, pedestals, 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 82:

Electrical Duct Bank Type 3

Unit:

Linear Foot (LF)

Description:

This work shall consist of trench and backfill, vaults, handholes, pedestals, 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 83:

Combined Duct Bank Type 1

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, handholes, pedestals, 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 84:

Communications Duct Bank Type 1

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, handholes, pedestals, 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 85:

**Transformer Pad** 

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, bollards for vehicular protection, 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 86:

**Emergency Generator Pad** 

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, bollards for vehicular protection, 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 87:

Pipe Gate

Unit:

Each (EA)

Description:

This work consists of furnishing and complete installation of a Pipe 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 88:

Fencing/Gate Upgrade

Unit:

Lump Sum (LS)

Description:

This work shall consist of upgrading all security 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.

Bid Item 89:

Canopy

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 complete and functional Canopy as shown under

Alternate Bid #3 in the Drawings and Specifications.

This item shall include any additional items related to Site Construction where a unit cost has not been requested. 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 walkway canopy connecting Corridor 1016 and Corridor 1063. This work includes, but is not limited to: structural steel; carpentry and decking; waterproofing; roofing; as well as lighting. The walkway is base bid. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the walkway perimeter. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the canopy within the terms and conditions of the plans and specifications. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated December 1, 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 Contracting Officer Technical Representative (COTR).

Payment:

Payment for item will be in accordance with the specifications.

Bid Item 90:

Lockers

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 complete and functional Lockers as shown under Alternate Bid #4 in the Drawings and Specifications. This work shall consist of manufactured lockers, as well as all anchoring devices necessary for a complete and functional installation of the locker. 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 91:

Resilient Isolated Gypsum Board Ceilings

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 complete and functional isolated gypsum board ceilings as shown under Alternate Bid #5 in the Drawings and Specifications. This work shall consist of an isolated gypsum board ceiling in the practice rooms, as well as in the large and small rehearsal rooms. The work shall include all of the required gypsum board, framing, and miscellaneous framing members required for a complete and functional installation. The work shall also include additional sprinkler heads and piping that will be required to provide automatic fire protection to the area above the isolated ceiling. 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 92, 93, 94:Acoustical Treatment

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 complete and functional acoustical wall and ceiling treatment as shown under Alternate Bids #6, #7, and #8 in the Drawings and Specifications. This work shall consist of various types of acoustical wall and ceiling treatment, including wood fiber absorptive panels, fabric wrapped panels, convex foam panels, draperies (manual and automatic), and geometric ceiling panels. 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 95:

**Acoustic Reflectors** 

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 complete and functional suspended acoustic reflectors as shown under Alternate Bid #9 in the Drawings and Specifications. The acoustical reflectors consist of suspended drywall, acoustical tile, foam panels, geometric ceiling panels, as well as the grid and supporting devices. The work shall include all miscellaneous framing members required for a complete and functional 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:

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 96:

Additional Kitchen Equipment

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 complete and functional kitchen equipment as shown under Alternate Bid #10 in the Drawings and Specifications.

The scope of this bid item is identified on the Kitchen Equipment Schedule. Items designated as 'Alternate' shall be included in the Kitchen Equipment Alternate, and all other items are base bid. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated July 18, 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 Contracting Officer Technical Representative (COTR).

Payment:

Payment for item will be in accordance with the specifications.

Bid Item 97:

Landscaping

Unit:

Lump Sum (LS)

Description:

This item includes furnishing and installing all plant materials including but not limited to Shade Trees, Flowering Trees, Evergreen Trees, Shrubs, Groundcover and Perennials as noted on the plans and as specified as Alternate Bid #11 in the Drawings and Specifications. These prices shall fully compensate the contractor for providing all planting and incidentals necessary to complete the item.

Measurement:

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

COTR.

Payment:

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

Bid Item 98:

Dock Lift

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 dock lift as shown under Alternate Bid #12 in the Drawings and Specifications. This work shall consist of the dock lift, as well as all work necessary for a complete and functional installation of the dock lift. 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 and accepted by the

COTR.

Payment:

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

Bid Item 99:

Power and Data on Fixed Audience Seating for Auditorium

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 power and data service package as shown under Alternate Bid #13 in the Drawings and Specifications. This work shall consist of the service package, as well as all work necessary for a complete and functional installation of the power and data on the fixed audience seating. 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 and accepted by the

COTR.

Payment:

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

Bid Item 100:

Grouting

Unit:

Lump Sum (LS)

Description:

This work consists of furnishing and complete installation of grout to fill any voids found within the project area and directed by the COTR. 10,000 lf of rotary drilling, 1,000 cy of grout, grout placement and grout testing in accordance with Specification Section 02751. 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** 

# LIST OF PROPOSED SUBCONTRACTORS AND EQUIPMENT/MATERIAL SUPPLIERS

List below each major branch of work and major equipment/material supplier category for this proposal and the subcontractor or supplier proposed for that portion of work. Provide also the Contractor License Number for each subcontractor as required by the "West Virginia Contractor Licensing Act". If the branch of work is to be completed solely by an equipment/material supplier, indicate by notation below in the contractor license number column. The bidder may be requested to change an unsatisfactory subcontractor or equipment/material supplier. The contractor is responsible for selecting or changing subcontractor or equipment/material supplier. The Owner or Architect/Engineer may indicate their concerns regarding any entity listed about which they have reason to believe that, due to past experience, poor performance may be expected.

It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all subcontractors and equipment/material suppliers being proposed to perform the work. The Contractor has full responsibility for satisfactory execution of all work in accordance with the Contract Documents. Any change of proposed subcontractors or equipment/material suppliers shall be at no cost to the Owner, as the Contractor has full responsibility for execution of the work.

SUBCONTRACTORS

SUPPLIERS

AND EQUIPMENT/MATERIAL

| / Jens Att Made                   | Will epresenting Massaro   | Corporation   |  |
|-----------------------------------|--|---|--|
| (Signature of Responsib           | le Company) (Co  | (Company Name)  |  |
| on this date May 18, 2011         | submit the following list of s<br>v and comment. This is the final and         | upcontractors and major<br>complete list of companies |  |
| who will be performing work or s  | cupplying materials for Morgantown   | Readiness Center                                      |  |
| wind will be performing work or o | (Project Na  | me)   |  |
| I agree that once the sui         | bcontractors and material suppliers I  | isted are approved for use by                         |  |
| the Owner, no other subcontract   | ors, or substitute for any subcontrac<br>ct without written approval of the Ow | tors listed below, will be used                       |  |
|                                   | Complete Name and Address  | Contractor  |  |
| Material Category                 | Subcontractor/Supplier   | License Number  |  |
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| 3                                 |  |   |  |
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| LIST OF PROPOSED                  | Page 1 of 2  | 0616 - 07/18/10                                       |  |

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LIST OF PROPOSED SUBCONTRACTORS AND EQUIPMENT/MATERIAL SUPPLIERS Page 2 of 2

MASSARO CORPORATION

120 DELTA DRIVE
PITTSBURGH, PA 15238

Phone: 412.963.2800 Fax: 412.963.2880 www.massarocorporation.com

## **EXHIBIT 10**

REQUISITION NO.: \_DEFK11029

# ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

## ADDENDUM NO.'S:

NO. 1 . April 3, 2011

NO. 2 April 4, 2011

NO. 3 April 21, 2011

NO. 4 May 6, 2011

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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
Joseph A. Massaro III, President
Massaro Corporation
COMPANY

COMILA

May 18, 2011

DATE

**REV. 11/96** 

## EXHIBIT 10

REQUISITION NO.: DEFK11029

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## ADDENDUM NO.'S:

NO. 1 April 3, 2011

NO. 2 April 4, 2011

NO. 3 April 21, 2011

NO. 4 . May 6, 2011

NO. 5 .....

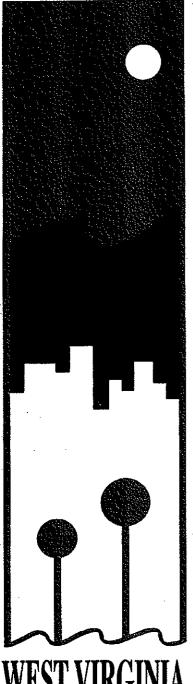
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

SIGNATURE
Joseph A. Massaro III, President
Massaro Corporation
COMPANY

May 18, 2011

DATE

REV. 11/96



# WEST VIRGINIA CONTRACTOR LICENSING BOARD

# **CONTRACTOR LICENSE**

Authorized by the

**West Virginia Contractor Licensing Board** 

Number:

WV024187

Classification:

GENERAL BUILDING

MASSARO CORPORATION DBA MASSARO CORPORATION 120 DELTA DRIVE PITTSBURGH, PA 15238

# **Date Issued**

# **Expiration Date**

MAY:11:2012

Authorized Company Signature

Michael A. Carl
Chair, West Virginia Contractor

Chair, West Virginia Contractor Licensing Board

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

| ,   | Agency   |
|---|--|
| "Execut   | ted in Duplicate"  |
| BID E   | BOND   |
| KNOW ALL MEN BY THESE PRESENTS, That we, the un   | dersigned, Massaro Corporation   |
| of 120 Delta Drive, Pittsburgh Pennsylvania 1523  | as Principal, and Liberty Mutual Insurance Company   |
| of 175 Berkeley St., Boston Massachusetts, a c  | corporation organized and existing under the laws of the State of  |
| Massachusetts with its principal office in the City of Boston   | as Surety, are held and firmly bound unto the State  |
| of West Virginia, as Obligee, in the penal sum of Five Percent of An  | nount Bid (\$ 5% of Amount Bid ) for the payment of which,   |
| well and truly to be made, we jointly and severally bind ourselves, o   | our heirs, administrators, executors, successors and assigns.  |
| Constraint of Administration a certain hid or proposal, attached he   | s the Principal has submitted to the Purchasing Section of the ereto and made a part hereof, to enter into a contract in writing for or the West Virginia Army National Guard  |
| hereto and shall furnish any other bonds and insurance required by agreement created by the acceptance of said bid, then this obligation force and effect. It is expressly understood and agreed that the lial exceed the penal amount of this obligation as herein stated. | on shall be not and void, otherwise this obligation shall, in no event, bility of the Surety for any and all claims hereunder shall, in no event, agrees that the obligations of said Surety and its bond shall be in no |
| IN WITNESS WHEREOF, Principal and Surety have here  | eunto set their hands and seals, and such of them as are corporations  |
| have caused their corporate seals to be affixed hereunto and these  | e presents to be signed by their proper officers, this   |
| 11th day of May , 20 11 .   |  |
|   |  |
| Principal Corporate Seal  | Massaro Corporation  |
| , , , , , , , , , , , , , , , , , , ,   | (Name of Principal)  |
|   | (Must be President or Vice President)  |
|   | Joseph A. Massaro III, President   |
|   | (Title)  |
|   | Liberty Mutual Insurance Company   |
| Surety Corporate Seal   | (Name of Surety)   |

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

Leslie L. Rudat

on any business day.

g

To confirm the 1-610-832-8240

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

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

#### LIBERTY MUTUAL INSURANCE COMPANY **BOSTON, MASSACHUSETTS POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

LESLIE L. RUDAT, ELENA ZUNIC, MARJORIE A. ALTEMUS, WENDY A. BRIGHT, JAMES M. GRIFFITH, CATHY H. HO, ALL OF THE CITY OF PITTSBURGH, STATE OF PENNSYLVANIA ......

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

this Power of Attorney ca IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 2nd day of

LIBERTY MUTUAL INSURANCE COMPANY

Garnet W. Elliott, Assistant Secretary COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY

validity of this Power of Attorn between 9:00 am and 4:30 pm ., <u>2010</u>, before me, a Notary Public, personally came <u>Garnet W. Elliott,</u> to me known, and acknowledged On this 2nd day of December that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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

COMMONWEALTH OF PENNSYLVANIA Sanonwea.

CERTIFICATE

Notarial Seal. Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires March 28, 2013

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

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

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

TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this day of



David M. Carey, Assistant Secretary

Teresa Pastella, Notary Public



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

| STAT         | Pennsylvania   |   |               |
|--------------|--|---|---------------|
| COU          | NTY OF Allegheny   | , TO-WIT:   |               |
|              | Joseph A. Massaro III<br>as follows:   | , after being first duly sworn, depo  | se and        |
| 1.           | I am an employee of  | Massaro Corporation (Company Name)  | ; and,        |
| 2.           | I do hereby attest that _  |   |               |
|              | maintains a valid writter<br>policy is in compliance w   | n drug free workplace policy and th<br>with <b>West Virginia Code</b> §21-1D-5                    | at such<br>5. |
| The a        | above statements are swo   | rn to under the penalty of perjury.   |               |
|              |  | Massaro Corporation (Company Name)  |               |
|              |  | By: mm4 Masson  | <u> </u>      |
|              |  | Joseph A. Massaro III  Title: President   |               |
|              |  | Date: May 18, 2011  |               |
| Take         | en, subscribed and sworn t   | to before me this <u>18</u> day of  | May 2011 .    |
| By C<br>(Sea | COMMONWEALTH OF PENNSYLVA  Notarial Seal  Barbara A. Haas, Notary Public O'Hara Twp., Allegheny County My Commission Expires March 11, 201  Member, Pennsylvania Association of Nota | saries Muldu Sulu<br>(Notary Public)  | 18-           |
| COM          | APLY WITH WV CODE P  | Barbara A. Haas SUBMITTED WITH THE BID IN 6 ROVISIONS. FAILURE TO INCL SHALL RESULT IN DISQUALIFE | UDE THE       |
|              |  |   |               |

| RFQ No. | DEFK11029 |  |
|---------|-----------|--|
|         |           |  |

# 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

My Commission Expires March 11, 2013

Member, Pennsylvania Association of Notaries

| Vendor's Name:         | Massaro Corporation  |                 |        |              |
|------------------------|--|-----------------|--------|--------------|
| Authorized Signature;  | ymm AChassan   | 101B            | _Date: | May 18, 2011 |
| State of Pennsylvani   | Joseph A. Massaro III, Presid  | ent             |        |              |
| County ofAllegheny     | to-wit:  |                 |        |              |
| Taken, subscribed, and | sworn to before me this 18 day   | y ofMay         |        | . 20_11.     |
| My Commission expires  | <u>March 11</u>  | , 20 <b>_13</b> | ,      | 1 61         |
| AFFIX SEAL HERE        |  | NOTARY PUBLIC   | DU     | han Shif     |
| Barba                  | EALTH OF PENNSYLVANIA  Notarial Seal  a A. Hass, Notary Public  a Twp., Allegheny County | /               | Barba  | ra A. Haas   |

Purchasing Affidavlt (Revised 12/15/09)