



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

# Request for Quotation

RFQ NUMBER  
**DEFK11029**

PAGE  
**1**

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

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/17/2011				

BID OPENING DATE: **04/26/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	958-20	CONSTRUCTION OF THE MORGANTOWN READINESS CENTER	<i>19,606,000.00</i>	
<p>*****            PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 03/29/2011 AT 1:00 PM AT THE MORGANTOWN AIRPORT IN THE FIRST FLOOR CONFERENCE ROOM.            *****            PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION.            *****            PLANS AND SPECIFICATIONS CAN BE OBTAINED FROM THE ARCHITECT AT THE FOLLOWING LOCATION:              ZMM, INC.            222 LEE STREET, WEST            CHARLESTON, WV 25302              PHONE NO. 304-342-0159            FAX NO. 304-345-8144              A \$300.00 DEPOSIT IS REQUIRED FOR EACH SET OF PLANS AND SPECIFICATIONS.            *****</p>						
<p>MANDATORY PRE-BID            A MANDATORY PRE-BID WILL BE HELD ON 03/29/2011 AT 1:00 PM AT THE MORGANTOWN AIRPORT IN THE FIRST FLOOR CONFERENCE ROOM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I</p>						

RECEIVED  
 2011 MAY 18 PM 1:24  
 WVEST  
 DASH

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph A. Massaro III</i>	TELEPHONE 412-963-2800	DATE May 18, 2011
TITLE President	FEIN 61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

**INSTRUCTIONS TO BIDDERS**

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



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RFQ COPY

TYPE NAME/ADDRESS HERE

Massaro Corporation  
 120 Delta Drive  
 Pittsburgh, PA 15238

SHIP TO

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

DATE PRINTED <b>03/17/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>04/26/2011</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 04/05/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph A. Massaro III</i>	TELEPHONE 412-963-2800	DATE May 18, 2011
TITLE President	FEIN 61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>TARA LYLE            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115            E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR 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 MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED</p>						

SIGNATURE				SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
 Joseph A. Massaro III		TELEPHONE	412-963-2800	DATE	May 18, 2011
TITLE	President	FEIN	61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>WITHIN 545 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MONONGALIA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</p>						

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SIGNATURE: *Joseph A. Massaro III* TELEPHONE: 412-963-2800 DATE: May 18, 2011  
 TITLE: President FEIN: 61-1155784 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>(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.</p> <p>(KX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(KX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF</p>						

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<p>STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS :</p> <p>NO. 1 . . . April 3, 2011 . . . . .</p> <p>NO. 2 . . . April 4, 2011 . . . . .</p> <p>NO. 3 . . . April 21, 2011 . . . . .</p> <p>NO. 4 . . . May 6, 2011 . . . . .</p> <p>NO. 5 . . . . .</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Joseph A. Massaro III</i> . . . . . SIGNATURE            Joseph A. Massaro III, President            Massaro Corporation . . . . . COMPANY            May 18, 2011 . . . . . DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p>						

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

# Request for Quotation

RFQ NUMBER  
 DEFK11029

PAGE  
 9

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

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/17/2011				

BID OPENING DATE: 04/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ..... Massaro Corporation .....</p> <p>CONTRACTORS LICENSE NO.: .. WV024187 .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph A. Massaro III</i>	TELEPHONE 412-963-2800	DATE May 18, 2011
TITLE President	FEIN 61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
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03/17/2011				
BID OPENING DATE: 04/26/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
REV. 5/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----TL/32-----						
REQ. NO.:-----DEFK11029-----						
BID OPENING DATE:-----04/26/2011-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph A. Massaro III</i>	TELEPHONE 412-963-2800	DATE May 18, 2011
TITLE President	FEIN 61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE

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



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# Request for Quotation

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PAGE  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

Massaro Corporation  
 120 Delta Drive  
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SHIP TO

DIV ENGINEERING & FACILITIES  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/17/2011				

BID OPENING DATE: 04/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- Joseph G. Tavella -----						
***** THIS IS THE END OF RFQ DEFK11029 ***** TOTAL:						<u>1,606,000.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph A. Massaro III</i>	NAME Joseph A. Massaro III	TELEPHONE 412-963-2800	DATE May 18, 2011
TITLE President	FEIN 61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE	

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

# 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 & Six 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: ~~Twenty Thousand~~ Seventy Thousand  
Inc. Site lighting (\$ ~~20,000.00~~ <sup>RST</sup> 70,000.00)

Alternate Bid No. 2 – Security Fencing Upgrade.

ADD the sum of: FIVE THOUSAND.  
\_\_\_\_\_  
(\$ 5,000.00 ).

Alternate Bid No. 3 – Exterior Canopy.

ADD the sum of: Seventy Two Thousand.  
\_\_\_\_\_  
(\$ 72,000.00 ).

Alternate Bid No. 4 – Lockers.

ADD the sum of: Sixty Five Thousand.  
\_\_\_\_\_  
(\$ 65,000.00 ).

Alternate Bid No. 5 – Resilient Isolated Gypsum Board Ceilings.

ADD the sum of: Twenty Eight Thousand.  
\_\_\_\_\_  
(\$ 28,000.00 ).

Alternate Bid No. 6 – Acoustical Wall and Ceiling Treatment for Practice Rooms, and Large & Small Rehearsal Rooms.

ADD the sum of: Forty Two Thousand.  
\_\_\_\_\_  
(\$ 42,000.00 ).

Alternate Bid No. 7 – Acoustical Wall Treatment For Drill Hall.

ADD the sum of: Ten Thousand.  
\_\_\_\_\_  
(\$ 10,000.00 ).

Alternate Bid No. 8 – Acoustical Wall Treatment For Auditorium And Main Rehearsal.

ADD the sum of: Thirty Thousand.  
\_\_\_\_\_  
(\$ 30,000.00 ).

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 Thousand  
(\$ 52,000.00 )

Alternate Bid No. 11 – Landscaping.

ADD the sum of: Fifteen Thousand  
(\$ 15,000.00 )

Alternate Bid No. 12 – Dock Lift.

ADD the sum of: Fifteen Thousand  
(\$ 15,000.00 )

Alternate Bid No. 13 – Power and Data on Fixed Audience Seating for Auditorium.

ADD the sum of: Forty Five Thousand  
(\$ 45,000.00 )

Alternate Bid No. 14 – Grouting.

ADD the sum of: Four hundred & Fifteen Thousand  
(\$ 415,000.00 )

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 to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

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.)

#1 - April 3, 2011

#2 - April 4, 2011

#3 - April 21, 2011

#4 - May 6, 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.

**SIGNATURE OF BIDDER:**

Firm: Massaro Corporation

Address: 120 Delta Drive

Address: Pittsburgh, PA 15238

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

By:   
Joseph A. Massaro III

Title: President

Phone: 412-963-2800

Fax: 412-963-2880

**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.

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
<b>Primary Facility Base Bid</b>					
1	Readiness Center	1	LS	<del>13,890,331.00</del>	13,890,331.00
2	Unheated Storage Building	1	LS	95,000.00	95,000.00
PRIMARY FACILITY BASE BID SUB-TOTAL					13,985,331.00
<b>Project Administration/Quality Control Base Bid</b>					
3	Mobilization/Demobilization	1	LS	352,000.00	352,000.00
4	General Administration	1	LS	1,090,000.00	1,090,000.00
5	Project Quality Control	1	LS	46,000.00	46,000.00
PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL					1,488,000.00
<b>Civil/Site Base Bid</b>					
<b>Site Preparation</b>					
6	Site Preparation	1	LS	242,000.00	242,000.00
7	Sediment and Erosion Control	1	LS	83,000.00	83,000.00
8	Retention Ponds	1	LS	<del>202,000.00</del>	<del>202,000.00</del> 165,000.00
9	Waste Disposal	5	TN	130.00	130.00
10	AOA Fencing	2,800	LF	35.00	98,000.00
11	Double Swing Gate, 30'	3	EA	4,333.33	13,000.00
12	Monitoring Well Removal	1	LS	4,700.00	4,700.00
<b>Earthwork</b>					
13	Unclassified Excavation	1	LS	230,000.00	230,000.00
14	Subgrade Preparation	20,000	SY	5.50	110,000.00
15	Soil Drying	100	TN	280.00	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	11.67	7,000.00
<b>On-Site Roads and Paving</b>					
19	7" Concrete Paving	9,252	SY	44.94	415,000.00
20	HMA Wearing Course	584	TN	111.28	64,987.52
21	HMA Base Course	2,659	TN	93.40	248,350.60
22	Free Draining Base	3,822	TN	83.30	319,901.40
23	Free Draining Base Trench and Piping	3,550	LF	9.69	34,400.00

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
24	Fabric Separation	17,600	SY	1.87	32,912.00
25	Class I Stone	3,100	TN	19.20	61,256.00
26	Pavement Marking	1	LS	6,500.00	6,500.00
27	Wheel Stops	95	EA	84.21	8,000.00
28	Concrete Curbing	1,700	LF	32.35	55,000.00
29	Signage	1	LS	<del>20,000.00</del>	<del>20,000.00</del> RST
Off-Site Roads and Paving				11,000.00	11,000.00
20	HMA Wearing Course	90	TN	111.28	10,015.20
21	HMA Base Course	480	TN	93.40	44,832.00
22	Free Draining Base	252	TN	83.20	21,092.80
23	Free Draining Base Trench and Piping	783	LF	9.69	7,587.27
24	Fabric Separation	1,120	SY	1.87	2,094.40
25	Class I Stone	189	TN	19.26	3,734.64
30	Pavement Marking	1	LS	1,500.00	1,500.00
Miscellaneous					
31	Sidewalk	1,500	SY	44.50	66,000.00
32	Type I and II Lawns	1	LS	75,000.00	75,000.00
33	Type III Ground Cover for Slopes	1	LS	12,000.00	12,000.00
34	Force Protection Gate	2	EA	51,000.00	102,000.00
35	Not Used	-	-	-	-
36	24' Sliding Gate	1	EA	9,000.00	9,000.00
37	Security Fencing	900	LF	41.4	37,000.00
38	40' Flagpole	2	EA	3,250.00	6,500.00
39	Retaining Wall	600	LF	315.00	189,000.00
40	Loading Dock Wall	1	LS	22,000.00	22,000.00
41	Vehicle Wash Rack	1	LS	12,000.00	12,000.00
42	Oil/Water Separator	1	EA	65,000.00	65,000.00
43	Loading Ramp	1	LS	83,000.00	83,000.00
44	Bollards 8"	15	EA	853.33	12,800.00
45	Bollards 12"	6	EA	2,500.00	15,000.00
46	Bollards Removeable	3	EA	4,000.00	12,000.00
47	Trash Enclosure	1	LS	30,000.00	30,000.00
48	Fuel Truck Pad	1	LS	16,000.00	16,000.00
Water					
49	2" PVC Water	250	LF	26.00	6,500.00
50	6" DIP Water	80	LF	93.25	7,500.00
51	6" PVC Water	1,800	LF	41.67	75,000.00
52	10" DIP Water	60	LF	83.33	5,000.00
53	10" PVC Water	1,400	LF	67.86	95,000.00
54	PIV	5	EA	1,000.00	5,000.00
55	Fire Hydrant	4	EA	4,500.00	18,000.00
56	Water Vault	1	EA	31,000.00	31,000.00

MASSARO CORPORATION  
 120 DELTA DRIVE  
 PITTSBURGH, PA 15238



NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
<b>Sewer</b>					
57	Manholes, Sanitary Sewer	120	VF	270.	32,500.
58	Frame and Cover, Sanitary Sewer	18	EA	777. <sup>28</sup>	14,000. <sup>00</sup>
59	4" PVC Sanitary Sewer	150	LF	46. <sup>67</sup>	7,000. <sup>00</sup>
60	6" PVC Sanitary Sewer	1,000	LF	47.	47,000.
61	8" PVC Sanitary Sewer	1,500	LF	63. <sup>33</sup>	95,000. <sup>00</sup>
62	8" DIP Sanitary Sewer	440	LF	81. <sup>82</sup>	36,000. <sup>00</sup>
<b>Gas</b>					
63	4" Gas Service Line	1,800	LF	23. <sup>64</sup>	43,000. <sup>00</sup>
<b>Storm Drainage</b>					
64	6" PVC Storm	1,400	LF	25. <sup>00</sup>	35,000. <sup>00</sup>
65	12" PVC Storm	600	LF	43. <sup>33</sup>	26,000. <sup>00</sup>
66	12" HDPE Storm	500	LF	44. <sup>00</sup>	22,000. <sup>00</sup>
67	18" HDPE Storm	1,100	LF	60. <sup>00</sup>	66,000. <sup>00</sup>
68	24" HDPE Storm	850	LF	70. <sup>54</sup>	60,000. <sup>00</sup>
69	30" HDPE Storm	220	LF	109. <sup>01</sup>	24,000. <sup>00</sup>
70	Type 1 Ditch	400	LF	47. <sup>50</sup>	19,000. <sup>00</sup>
71	Type 2 Ditch	160	LF	43. <sup>75</sup>	7,000. <sup>00</sup>
72	Type 4 Ditch	4,400	LF	14. <sup>32</sup>	63,000. <sup>00</sup>
73	Junction Box	2	EA	900. <sup>00</sup>	1,800. <sup>00</sup>
74	Type "B" Drop Inlets	20	EA	1,800. <sup>00</sup>	36,000. <sup>00</sup>
75	Type "G" Drop Inlets	2	EA	<del>2,000.00</del>	2,000. <sup>00</sup> / 4,000. <sup>00</sup>
76	Stormwater Treatment Unit	2	EA	<del>13,000.00</del>	13,000. <sup>00</sup> / 26,000. <sup>00</sup>
77	12" In-Line Inlets	14	EA	1,071. <sup>00</sup>	15,000. <sup>00</sup>
78	Trench Drain and Grate	40	LF	325. <sup>00</sup>	13,000. <sup>00</sup>
79	Concrete Headwall	3	EA	1,833. <sup>00</sup>	5,500. <sup>00</sup>
<b>Power and Communications</b>					
80	Electrical Duct Bank Type 1	200	LF	75. <sup>00</sup>	15,000. <sup>00</sup>
81	Electrical Duct Bank Type 2	50	LF	100. <sup>00</sup>	5,000. <sup>00</sup>
82	Electrical Duct Bank Type 3	60	LF	50. <sup>00</sup>	3,000. <sup>00</sup>
83	Combined Duct Bank Type 1	700	LF	40. <sup>00</sup>	28,000. <sup>00</sup>
84	Communications Duct Bank Type 1	150	LF	60. <sup>00</sup>	9,000. <sup>00</sup>
85	Transformer Pad	1	LS	6,000. <sup>00</sup>	6,000. <sup>00</sup>
86	Emergency Generator Pad	1	LS	6,000. <sup>00</sup>	6,000. <sup>00</sup>
<b>CIVIL/SITE BASE BID SUB-TOTAL</b>					<b>4,132,668.<sup>00</sup></b>

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<b>BASE BID TOTAL*</b>	<b>19,606,000.<sup>00</sup></b>
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\*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.

MASSARO CORPORATION  
 120 DELTA DRIVE  
 PITTSBURGH, PA 15238

Alternate Bid Items					
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Alternate #1 - Taxiway Access Road					
20	HMA Wearing Course	53	TN	<u>111.28</u>	<u>5,897.84</u>
21	HMA Base Course	281	TN	<u>93.90</u>	<u>26,245.70</u>
22	Free Draining Base	148	TN	<u>83.70</u>	<u>12,387.60</u>
23	Free Draining Base Trench and Piping	360	LF	<u>9.69</u>	<u>3,488.40</u>
24	Fabric Separation	657	SY	<u>1.87</u>	<u>1,228.59</u>
25	Class 1 Stone	111	TN	<u>19.70</u>	<u>2,186.70</u>
87	Pipe Gate	1	EA	<u>3500.00</u>	<u>3,500.00</u>
Alternate #1 Total <i>Incl. Site lighting</i>					<u>70,000.00</u>
Alternate #2 - Security Fencing Upgrade					
88	Upgrade to 8' Fabric	1	LS	<u>5,000.00</u>	<u>5,000.00</u>
Alternate #2 Total					<u>5,000.00</u>
Alternate #3 - Exterior Canopy					
89	Canopy	1	LS	<u>72,000.00</u>	<u>72,000.00</u>
Alternate #3 Total					<u>72,000.00</u>
Alternate #4 - Lockers					
90	Lockers	1	LS	<u>65,000.00</u>	<u>65,000.00</u>
Alternate #4 Total					<u>65,000.00</u>
Alternate #5 - Resilient Isolated Gypsum Board Ceilings					
91	Isolated Gypsum Board Ceilings	1	LS	<u>28,000.00</u>	<u>28,000.00</u>
Alternate #5 Total					<u>28,000.00</u>
Alternate #6 - Acoustical Wall and Ceiling Treatment for Practice Rooms and Large & Small Rehearsal Rooms					
92	Acoustical Treatment	1	LS	<u>42,000.00</u>	<u>42,000.00</u>
Alternate #6 Total					<u>42,000.00</u>
Alternate #7 - Acoustical Wall Treatment for Drill Hall					
93	Acoustical Wall Treatment	1	LS	<u>10,000.00</u>	<u>10,000.00</u>
Alternate #7 Total					<u>10,000.00</u>
Alternate #8 - Acoustical Wall Treatment for Auditorium and Main Rehearsal					
94	Acoustical Wall Treatment	1	LS	<u>30,000.00</u>	<u>30,000.00</u>
Alternate #8 Total					<u>30,000.00</u>

MASSARO CORPORATION  
120 DELTA DRIVE  
PITTSBURGH, PA 15238

Alternate Bid Items					
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Alternate #9 - Suspended Acoustic Reflectors for Auditorium and Main Rehearsal					
95	Acoustical Reflectors	1	LS	45,000. <sup>00</sup>	45,000. <sup>00</sup>
Alternate #9 Total					45,000. <sup>00</sup>
Alternate #10 - Additional Kitchen Equipment					
96	Additional Kitchen Equipment	1	LS	52,000. <sup>00</sup>	52,000. <sup>00</sup>
Alternate #10 Total					52,000. <sup>00</sup>
Alternate #11 - Landscaping					
97	Landscaping	1	LS	15,000. <sup>00</sup>	15,000. <sup>00</sup>
Alternate #11 Total					15,000. <sup>00</sup>
Alternate #12 - Dock Lift					
98	Dock Lift	1	LS	15,000. <sup>00</sup>	15,000. <sup>00</sup>
Alternate #12 Total					15,000. <sup>00</sup>
Alternate #13 - Power and Data on Fixed Audience Seating for Auditorium					
99	Seating Power and Data	1	LS	45,000. <sup>00</sup>	45,000. <sup>00</sup>
Alternate #13 Total					45,000. <sup>00</sup>
Alternate #14 - Grouting					
100	Grouting	1	LS	415,000. <sup>00</sup>	415,000. <sup>00</sup>
Alternate #14 Total					415,000. <sup>00</sup>
ALTERNATE BID ITEM TOTAL					909,000. <sup>00</sup>
TOTAL COST WITH ALTERNATES					2,515,000. <sup>00</sup>

END OF SECTION II

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## SECTION III – DESCRIPTION OF BID ITEMS

**Bid Item 1:      Readiness Center**

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**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**

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**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**

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**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**

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**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.

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**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.

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**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.

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**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.



**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**

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**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**

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**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.

<b>Bid Item 10:</b>	<b>AOA Fencing</b>
<b>Unit:</b>	Linear Foot (LF)
<b>Description:</b>	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.
<b>Measurement:</b>	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.
<b>Payment:</b>	The accepted quantities of fencing materials shall be paid for at the contract unit price per linear foot complete in place.
<b>Bid Items 11:</b>	<b>Double Swing Gate, 30'</b>
<b>Unit:</b>	Each (EA)
<b>Description:</b>	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.
<b>Measurement:</b>	Measurement shall be per each gate completely installed.
<b>Payment:</b>	The accepted quantities of gates shall be paid for at the contract unit price per each complete in place.
<b>Bid Item 12:</b>	<b>Monitoring Well Removal</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	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.
<b>Measurement:</b>	There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.
<b>Payment:</b>	Payment shall be made at the contract unit price per lump sum.

**Bid Item 13:      Unclassified Excavation**

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**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**

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**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**

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**Unit:** Ton (TN)**Description:** This work shall include, but is not limited to, quicklime application and mixing of stockpiles of existing satisfactory soils with high moisture content. The required demonstration of proposed techniques is incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** The quantity of work completed shall be measured in tons of quicklime used as evidenced by weigh tickets for bulk loads or delivery slips for packaged materials certified by the contractor to be correct.**Payment:** Payment shall be made at the contract unit price per ton.**Bid Item 16: Soil Conditioning**

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**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**

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**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**

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**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**

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**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
89-91.9	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**

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**Unit:** Ton (TN)

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

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

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

**Bid Item 26: Pavement Marking, On-Site Roads and Paving**

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**Unit:** Lump Sum (LS)

**Description:** Pavement markings shall consist of furnishing and installing various types of markings, as shown on the plans and an additional 1,000 sq ft for miscellaneous marking as directed by the COTR. It shall include, but is not limited to, edge lines, center lines, handicapped symbols, parking lines, shoulders, stop lines and pedestrian crossing markings. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Item 27: Wheel Stops**

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**Unit:** Each (EA)**Description:** This work includes, but is not limited to, furnishing and complete installation of plastic wheel stops as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** The quantity of work done shall be measured per each wheel stop completely installed.**Payment:** Payment shall be made at the contract unit price per each.**Bid Item 28: Concrete Curbing**

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**Unit:** Linear Foot (LF)**Description:** This work shall include, but is not limited to, the construction of cast-in-place concrete curbing at the locations shown on the Plans, or as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Curbing shall be measured along the front face of the section at the finish grade elevation.**Payment:** Payment shall be made at the contract unit price per linear foot.**Bid Item 29: Signage**

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**Unit:** Lump Sum (LS)**Description:** This item includes, but is not limited to, furnishing and installing miscellaneous signs, stop, parking, informational, etc. as noted on the Plans or as directed by the COTR. Signs, posts, foundations, and necessary hardware are included. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on completion of work described.**Payment:** Payment shall be made at the contract unit price for lump sum.**Bid Item 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

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 1 stone, formwork and incidentals associated with concrete sidewalks and pads as detailed on the Plans. The areas adjacent to the building shall also include drainage fill and foam insulation. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Items 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.

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**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.

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**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.

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**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**

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**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**

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**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**

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**Unit:** Each (EA)

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

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

**Measurement:** Measurement shall be based on completion of the work described according to the Basis of Payment below.

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

**Bid Item 43: Loading Ramp**

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**Unit:** Lump Sum (LS)

**Description:** This item of work is a cast-in-place reinforced concrete loading ramp with two levels. The aggregate, backfill, dock bumpers, excavation and soil backfill, and any other ancillary equipment required are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Items 44-46: Bollards 8", 12", and Removable**

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**Unit:** Each (EA)

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

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

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

**Bid Item 47: Trash Enclosure**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of constructing a pad and walls at the back of the main building as shown in the Plans. Excavation, concrete, aggregate base, walls, associated drainage structures, piping, pipe sleeves, conduits, and other ancillary equipment are incidental to this item of work. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid 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.

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

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

**Bid Item 55: Fire Hydrant**

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**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**

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**Unit:** Each (EA)

**Description:** This work consists of furnishing, placing and installing the precast concrete vault, bedding, backfill, water meter, backflow preventer and associated valves and appurtenances as detailed in the Plans. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be per water meter pit installed and accepted by the COTR and authorities having jurisdiction.

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

**Bid Item 57: Manholes, Sanitary Sewer**

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**Unit:** Vertical Foot (VF)

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



**Measurement:** Measurement shall be based on 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"**

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**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"**

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**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**

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**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**

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**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**

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**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**

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**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 COTR.**Payment:** Payment shall be made at the contract unit price per each.**Bid Item 76: Stormwater Treatment Unit**

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**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**

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**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**

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**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**

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**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**

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**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.**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**

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**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**

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**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**

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**Unit:** Linear Foot (LF)**Description:** This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, conductors, extra pull ropes, vaults, 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**

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**Unit:** Linear Foot (LF)**Description:** This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, vaults, 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**

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**Unit:** Lump Sum (LS)**Description:** This work shall consist of a cast-in-place concrete pad for the electrical transformer(s). The pad must meet the requirements of Appalachian Power Company for the transformer(s) used. This shall include excavation, concrete, reinforcing, grounding hardware, 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**

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**Unit:** Lump Sum (LS)**Description:** This work shall consist of a cast-in-place concrete pad for the emergency generator. The pad must meet the requirements of the generator manufacturer. This shall include excavation, concrete, reinforcing, grounding hardware, 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**

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**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**

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**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**

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**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**

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**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**

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**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**

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**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**

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**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**

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**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.

I, *Massaro* representing Massaro Corporation  
 (Signature of Responsible Company) (Company Name)  
 on this date May 18, 2011 submit the following list of subcontractors and major  
 material suppliers for your review and comment. This is the final and complete list of companies  
 who will be performing work or supplying materials for Morgantown Readiness Center  
 (Project Name)

I agree that once the subcontractors and material suppliers listed are approved for use by the Owner, no other subcontractors, or substitute for any subcontractors listed below, will be used in the performance of the contract without written approval of the Owner.

Branch of Work/ Material Category	Complete Name and Address Subcontractor/Supplier	Contractor License Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

13. \_\_\_\_\_

14. \_\_\_\_\_

**LIST OF PROPOSED  
SUBCONTRACTORS  
AND EQUIPMENT/MATERIAL  
SUPPLIERS**

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

May 18, 2011  
.....  
DATE



**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  
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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**

# 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, 2011

MAY 11, 2012



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

*James A. Massaro*  
Authorized Company Signature

*Michael A. Carl*  
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 \_\_\_\_\_  
REQ.P.O# DEFK11029

"Executed in Duplicate"

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Massaro Corporation  
of 120 Delta Drive, Pittsburgh, Pennsylvania 15238, as Principal, and Liberty Mutual Insurance Company  
of 175 Berkeley St., Boston Massachusetts, a corporation organized and existing under the laws of the State of Massachusetts with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5% of Amount Bid ) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Morgantown Readiness Center for the West Virginia Army National Guard

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 11th day of May, 2011.

Principal Corporate Seal

Massaro Corporation

(Name of Principal)

By *Joseph A. Massaro III*  
(Must be President or Vice President)

Joseph A. Massaro III, President

(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company

(Name of Surety)

*Leslie L. Rudat*  
Leslie L. Rudat Attorney-in-Fact

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

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

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

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 behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWO HUNDRED FIFTY MILLION AND 00/100 DOLLARS (\$ 250,000,000.00) each, and the execution of such undertakings; bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 2nd day of December 2010

LIBERTY MUTUAL INSURANCE COMPANY

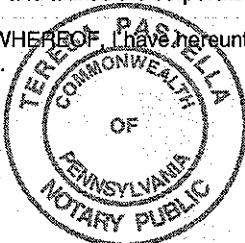
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of December, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 11th day of MAY 2011



By David M. Carey, Assistant Secretary

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

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



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

STATE OF Pennsylvania

COUNTY OF Allegheny, TO-WIT:

I, Joseph A. Massaro III, after being first duly sworn, depose and state as follows:

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

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

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

Massaro Corporation  
(Company Name)

By: Joseph A. Massaro III  
Title: President

Date: May 18, 2011

Taken, subscribed and sworn to before me this 18 day of May 2011.

By Commission expires 3/11/2013  
COMMONWEALTH OF PENNSYLVANIA

(Seal) Notarial Seal  
Barbara A. Haas, Notary Public  
O'Hara Twp., Allegheny County  
My Commission Expires March 11, 2013  
Member, Pennsylvania Association of Notaries

Barbara A. Haas  
(Notary Public)  
Barbara A. Haas

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

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 exceeds five percent of the total contract amount.

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Massaro Corporation

Authorized Signature: *Joseph A. Massaro III* Date: May 18, 2011  
Joseph A. Massaro III, President

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 18 day of May, 2011.

My Commission expires March 11, 2013

AFFIX SEAL HERE

NOTARY PUBLIC

*Barbara A. Haas*  
Barbara A. Haas

