

7 September 2012

WVARNG Buckhannon Readiness Center DEFK13002  
BID FORM - SECTION I (REVISED)  
(Base Bid and Alternates)

Dated: 09/17/2012  
(Bidder to insert date bid submitted)

SUBMITTED BY:

Massaro Corporation (Hereinafter called "Bidder")

West Virginia Contractor's License Number: WV 024187

SUBMITTED TO:

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

The Bidder, being familiar with local conditions affecting the cost of the Work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment and all service necessary to complete in a workman like manner all the work required for:

The Buckhannon Armed Forces Reserve Center  
West Virginia Army National Guard  
Buckhannon, Upshur, West Virginia

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

BASE BID:

For the Sum of:

THIRTEEN MILLION THREE HUNDRED NINETY  
SIX THOUSAND  
(\$13,396,000)

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WV PURCHASING  
DIVISION

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

ALTERNATES:

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

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The OWNER may or may not select the deductive alternates.

The contract will be awarded based on the grand total of the Base Bid, the Deductive Alternates if selected, and any other Alternate Bid Items. OWNER will select Alternate Bid Items by funding source in the priority listed, providing the best value to the OWNER. The OWNER reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted by funding source for the Project. This language supersedes any language contained in the AIA A701 with reference to the acceptance of bid (award).

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

**ALTERNATES (Federal Funds):**

Alternate No. 1: Wash Rack (Federal Funds)

ADD the sum of: TWO HUNDRED EIGHTY EIGHT THOUSAND  
NINE HUNDRED THIRTY NINE & SIXTY CENTS (\$ 289,939.60 ).

Alternate No. 2: Fuel Point (Federal Funds)

ADD the sum of: TWO HUNDRED EIGHTY THOUSAND ONE FORTY  
NINE & NINETY CENTS (\$ 280,149.90 ).

Alternate No. 5: Loading Ramp (Federal Funds)

ADD the sum of: TWO HUNDRED FORTY NINE THOUSAND SIX HUNDRED  
NINETY NINE & SEVENTY CENTS (\$ 249,694.70 ).

Alternate No. 4: Military Equipment Parking Concrete Paving (Federal Funds)

ADD the sum of: FOUR HUNDRED SIXTY FOUR THOUSAND FOURTEEN  
AND TWENTY CENTS (\$ 464,014.20 ).

Alternate No. 10: Terrazzo Flooring and base in Lobby 100, 100A, 100B & 100D (Federal Funds)

ADD the sum of: SIXTY THOUSAND  
(\$ 60,000 ).

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Alternate No. 8: Wall Coverings for Rooms 130 & 131 (Federal Funds)

ADD the sum of: EIGHT THOUSAND FIVE HUNDRED  
\_\_\_\_\_ (\$ 8,500 ).

**ALTERNATES (State Funds):**

Alternate No. 12: Kitchen/Storage (State Funds)

DEDUCT the sum of: TWO HUNDRED THIRTY FIVE THOUSAND  
\_\_\_\_\_ (\$ 235,000 ).

Alternate No. 11: Conference Room Finishes (State Funds)

DEDUCT the sum of: SIXTY TWO THOUSAND  
\_\_\_\_\_ (\$ 62,000 ).

Alternate No. 3: Security Fencing Upgrade (State Funds)

ADD the sum of: FIVE THOUSAND TWO HUNDRED FIFTY  
\_\_\_\_\_ (\$ 5,250 ).

Alternate No. 6: AV and Lighting Controls for Conference Center and Classrooms (State Funds)

ADD the sum of: ONE HUNDRED SEVEN THOUSAND  
\_\_\_\_\_ (\$ 107,000 ).

Alternate No. 7: Increase Size of Emergency Generator (State Funds)

ADD the sum of: ONE HUNDRED THOUSAND  
\_\_\_\_\_ (\$ 100,000 ).

Alternate No. 9: Operable Partition Walls (State Funds)

ADD the sum of: EIGHTY ONE THOUSAND  
\_\_\_\_\_ (\$ 81,000 ).

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If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for operation and use no later than 730 days from Notice to Proceed. The Contractor has up to 90 days to request Notice to Proceed. In addition to liquidated damages specified in Federal Guidelines, General Provisions 54, an additional fee of \$1,250.00 for the first day to cover expenses to the Government will be assessed. Total liquidated damages are \$2,750.00 first day and \$1,500.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day. The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 120 days.

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

Addm # 1 - 09/10/2012

**SIGNATURE OF BIDDER:**

Firm: Massaro Corporation

By:   
Joseph A. Massaro III

Address: 120 Delta Drive

Title: President

Address: Pittsburgh, PA 15238

Phone: 412-963-2800

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

Fax: 412-963-2880

Tax Cert#: 1049-8564

END OF SECTION I

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**BID FORM - SECTION II - (Unit Prices)**  
(REVISED)

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

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

Item No.	Description	Unit	Quantity	Unit Price	Amount
<b>General Contract Administration</b>					
1	Armed Forces Readiness Center	LS	1	\$10,326,263.65	\$10,326,263.65
1a	Fire Pump	LS	1	\$65,000	\$65,000
2	Mobilization/Demobilization	LS	1	\$220,000	\$220,000
3	General Administration	LS	1	\$150,000	\$150,000
4	Project Quality Control	LS	1	\$77,000	\$77,000
<b>Site Preparation</b>					
5	WVDOH Encroachment Permit (s) (Allowance)	LS	1	\$2,000	\$2,000
6	Site Preparation	LS	1	\$52,000	\$52,000
7	Building Demolition	LS	1	\$3,100	\$3,100
8	Sediment and Erosion Control	LS	1	\$62,000	\$62,000
9	Retention Pond	LS	1	\$31,000	\$31,000
10	Waste Removal	TN	2	\$515	\$1,030
11	Utility Relocation (Allowance)	LS	1	\$5,000	\$5,000
<b>Earthwork</b>					
12	Unclassified Excavation	CY	64,000	\$5.45	\$348,800
13	Lean concrete Backfill	CY	200	\$223	\$44,600
14	Subgrade Preparation	SY	30,000	\$6.18	\$185,400

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15	Soil Drying	TN	100	# 309	# 30,900
16	Removal and Replacement	CY	2,000	# 10.30	# 20,600
17	Over-Excavation	SY	500	# 31.00	# 15,500
18	6" Subsurface Drains	LF	1,500	# 20.60	# 30,900
<b>Roads and Paving</b>					
19	7" Concrete Paving	SY	4,500	# 70.00	# 315,000
20	Free Draining Base Trench and Piping	LF	4,078	# 25.75	# 106,008.50
21	Fabric Separation	SY	4,500	# 1.03	# 4,635
22	Fabric Woven	SY	20,000	# 1.03	# 20,600
23	Hardstand Paving	SY	20,000	# 20.60	# 412,000
24	Pavement Marking	LS	1	# 15,000	# 15,000
25	Wheel Stops	EA	146	# 103	# 15,038
26	Concrete Curbing	LF	58	# 84.40	# 4,895.20
27	Signage	LS	1	# 7,000	# 7,000
28	Gravel Apron	LF	758	# 10.30	# 7,807.40
<b>Miscellaneous</b>					
29	Sidewalk	SY	1,100	# 95	# 104,500
30	Type I Lawns	LS	1	# 14,420	# 14,420
31	Type II Lawns	LS	1	# 90,000	# 90,000
32	Type III Ground Cover	LS	1	# 11,000	# 11,000
33	Farm Gate	EA	1	# 1,185	# 1,185
34	5' Personnel Gate	EA	2	# 1,525	# 3,050
35	16' Double Swing Gate	EA	2	# 3,840	# 7,680
36	20' Sliding Gate	EA	1	# 8,800	# 8,800

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37	24' Sliding Gate	EA	1	\$10,000	\$10,000
38	Field Fencing	LF	3,045	\$10.60	\$32,277
39	Security Fencing	LF	1,252	\$60	\$75,120
40	40' Flagpole	EA	1	\$4,500	\$4,500
41	Not Used				
42	Loading Dock Wall	LS	1	\$22,000	\$22,000
43	Bollards 8"	EA	13	\$660	\$8,580
44	Bollards 12"	EA	2	\$1,060	\$2,120
45	Bollards Removable	EA	3	\$4,775	\$14,325
46	Trash Enclosure	LS	1	\$13,500	\$13,500
47	Not Used	-	-		
48	Gravel Maintenance Strip	LF	652	\$15.50	\$10,106
Water					
49	4" PVC Water	LF	15	\$122	\$1,830
50	6" PVC Water	LF	1,795	\$19.20	\$34,464
51	10" PVC Water	LF	143	\$41.50	\$5,934.50
52	12" PVC Water	LF	244	\$45.85	\$11,187.40
53	12" DIP Water	LF	40	\$380	\$15,200
54	Fire Hydrant	EA	3	\$5,150	\$15,450
Sewer					
55	Manholes, Sanitary Sewer	VF	35	\$335	\$11,725
56	Frame and Cover, Sanitary Sewer	EA	5	\$309	\$1,545
57	4" PVC Sanitary Sewer	LF	50	\$25	\$1,250
58	6" PVC Sanitary Sewer	LF	181	\$19.20	\$3,475.20

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59	8" PVC Sanitary Sewer	LF	350	\$ 22.15	\$ 7,752.50
60	8" DIP Sanitary Sewer	LF	40	\$ 226	\$ 9,040
<b>Gas</b>					
61	3" Gas Service Line	LF	652	\$ 16.80	\$ 10,953.60
<b>Storm Drainage</b>					
62	6" PVC Storm	LF	518	\$ 22.25	\$ 11,525.50
63	8" PVC Storm	LF	815	\$ 25.00	\$ 20,375
64	12" PVC Storm	LF	245	\$ 40	\$ 9,800
65	12" HDPE Storm	LF	232	\$ 36.60	\$ 8,491.20
66	18" HDPE Storm	LF	1,152	\$ 24.40	\$ 28,108.80
67	24" HDPE Storm	LF	707	\$ 54.65	\$ 38,637.55
68	30" HDPE Storm	LF	459	\$ 75	\$ 34,425
69	Type 2 Ditch	LF	30	\$ 88	\$ 2,640
70	Type 4 Ditch	LF	3,488	\$ 5.75	\$ 20,056
71	Junction Box	EA	3	\$ 920	\$ 2,760
72	Type "B" Drop Inlets	EA	19	\$ 1,585	\$ 30,115
73	Type "G" Drop Inlets	EA	3	\$ 4,716	\$ 14,148
74	12" In-Line Yard Drain	EA	4	\$ 700	\$ 2,800
75	Drain Basin	EA	15	\$ 1,210	\$ 18,150
76	Trench Drain and Grate	LF	24	\$ 270	\$ 6,480
77	Concrete Headwall	EA	4	\$ 1,610	\$ 6,440
<b>BASE BID TOTAL</b>					\$ 13,396,000



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BID ALTERNATES - ADDITIVE					
BID ALTERNATE #1 - Wash Rack					
19	7" Concrete Paving	SY	700	\$ 70	\$ 49,000
20	Free Draining Base Trench and Piping	LF	176	\$ 25.75	\$ 4,532
21	Fabric Separation	SY	700	\$ 1.03	\$ 721
81	1-1/2" PVC Water	LF	636	\$ 21	\$ 13,356
58	6" PVC Sanitary Sewer	LF	68	\$ 19.20	\$ 1,305.60
82	Cleanout, Sanitary Sewer	EA	1	\$ 525	\$ 525
83	Oil/Water Separator	EA	1	\$ 91,500	\$ 91,500
84	Vehicle Wash Rack	LS	1	\$ 128,000	\$ 128,000
				Alt. Total	\$ 288,939.60

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<i>BID ALTERNATE #2 - Fuel Point</i>					
19	7" Concrete Paving	SY	855	\$ 70	\$ 59,850
20	Free Draining Base Trench and Piping	LF	223	\$ 25.75	\$ 5,742.25
21	Fabric Separation	SY	855	\$ 1.03	\$ 880.65
58	6" PVC Sanitary Sewer	LF	110	\$ 19.20	\$ 2,112
60	8" DIP Sanitary Sewer	LF	40	\$ 226	\$ 9,040
82	Cleanout, Sanitary Sewer	EA	1	\$ 525	\$ 525
85	Fuel Point	LS	1	\$ 136,000	\$ 136,000
86	Fuel Dispensing System (Allowance)	LS	1	\$ 66,000	\$ 66,000
				Alt. Total	\$ 280,149.90

<i>BID ALTERNATE #3 - Security Fencing Upgrade</i>					
87	Upgrade to 8' Fabric	LS	1	\$ 5,250	\$ 5,250
				Alt. Total	\$ 5,250

<i>BID ALTERNATE #4 - Military Equipment Parking Concrete Paving</i>					
19	7" Concrete Paving	SY	9,393	\$ 70	\$ 657,510
21	Fabric Separation	SY	9,393	\$ 1.03	\$ 9,674.79
22	Fabric Woven (Deduct)	SY	-9,393	\$ 1.03	- \$ 9,674.79
23	Hardstand Paving (Deduct)	SY	-9,393	\$ 20.60	- \$ 193,495.80
				Alt. Total	\$ 464,014.20

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<i>BID ALTERNATE #5 - Loading Ramp</i>					
19	7" Concrete Paving	SY	1,390	\$ 70	\$ 97,300
20	Free Draining Base Trench and Piping	LF	40	\$ 25.75	\$ 1,030
21	Fabric Separation	SY	1,390	\$ 1.03	\$ 1,431.70
88	30' Double Swing Gate	EA	1	\$ 6,510	\$ 6,510
65	12" HDPE Storm	LF	130	\$ 36.60	\$ 4,758
72	Type "B" Drop Inlets	EA	2	\$ 1,585	\$ 3,170
89	Loading Ramp	LS	1	\$ 135,500	\$ 135,500
				Alt. Total	\$ 249,699.70

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**SECTION III – DESCRIPTION OF BID ITEMS**  
**Addendum No. 1**

**Bid Item 1:** Armed Forces Readiness Center  
**Unit:** Lump Sum (LS)

**Description:** The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional Armed Forces 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, toilets, janitor closets, as well as mechanical, electrical, and data rooms. This item also includes Kitchen, Table Storage, Corridor section of the building which was previously listed as a separate bid item.

This item shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation Subgrade for utilities and foundations, and grading within five feet of the building perimeter. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; veneer brick; structural steel; metal stud framing; pre-engineered; metal trusses; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; railings; doors; windows; finishes; casework; mechanical systems; electrical systems; fire suppression systems (see item 1a for separate line item pricing of Fire Pump); fire alarm; and data systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

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

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

**Bid Item 1a:** Fire Pump  
**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 Fire Pump and associated items as shown under Base Bid in the drawings and Specifications.

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

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

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<b>Bid Item 2:</b>	<b>Mobilization/Demobilization</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	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.
<b>Measurement:</b>	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.
<b>Payment:</b>	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.
<b>Bid Item 3:</b>	<b>General Administration</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	This work shall consist of performing the construction administrative duties associated with managing the construction of the Project as stated in Division 1 and throughout the Specifications, providing construction layout, providing temporary utilities for the site until 100% acceptance of the project by the COTR, and coordination of permanent utility installation and tie-in of site grading and access roads, administration and maintenance of all required permits for the project, including permit fees, and City of Fairmont Business and Occupation Taxes. In addition to any State and Federal permits, the City of Fairmont requires a "Grading, Filling, or Clearing" permit. West Virginia Department of Highways Encroachment and Highway Entrance Permits are included in this bid item.
<b>Measurement:</b>	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.
<b>Payment:</b>	Payment for item will be in three installments. The first payment of 25 percent of the lump sum price will be made upon 25 percent of completion of the Project. The second payment of 50 percent will be made upon the completion of 75 percent of completion of the Project. The remaining 25 percent will be paid upon completion of the Project.
<b>Bid Item 4:</b>	<b>Project Quality Control</b>
<b>Unit:</b>	Lump Sum (LS)

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

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

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

**Bid Item 5: WVDOH Encroachment Permit (Allowance)****Unit:** Lump Sum (LS) (Allowance No. 1)

**Description:** This work shall consist of obtaining encroachment permit(s) for the access road tie-in, grading, and stormwater drainage on WVDOH right of ways as shown on the Plans or as required by the WVDOH. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** The Contractor will not bid on this work, but will be reimbursed the actual permit fee(s). The Contractor shall submit an estimate for the permit(s) to the COTR for approval prior to submitting the application(s).

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

**Bid Item 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, 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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<b>Bid Item 7:</b>	<b>Building Demolition</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	This work shall consist of the demolition of structures as shown on the plans, salvaging specified equipment and disposing of all materials off site in an approved landfill or other approved disposal facility.
<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 per lump sum price upon satisfactory completion and acceptance by the COTR.
<b>Bid Item 8:</b>	<b>Sediment and Erosion Control</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	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.
<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 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.
<b>Bid Item 9:</b>	<b>Retention Pond</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	This work shall consist of constructing the sediment/retention pond as shown in the Plans. The work includes excavation, concrete, backfill, inlet and outlet structures, pipes, inlet and 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.

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**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 10: Waste Removal**

**Unit:** Ton (TN)

**Description:** This work shall include, but is not limited to, removal and disposal of rubbish, trash, scrap, and other materials encountered at the site that require disposal at a sanitary landfill, except that material associated with the existing structures. The work includes sorting, loading, hauling, and disposal. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** The quantity of work completed shall be measured in tons as evidenced by weigh tickets from a legally operating sanitary landfill and certified by the contractor to be correct.

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

**Bid Item 11: Utility Relocation (Allowance)**

**Unit:** Lump Sum (LS) (Allowance No. 2)

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

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

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

**Bid Item 12: Unclassified Excavation**

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of, but is not limited to, unclassified excavation, loading and hauling of excavated material, placement and compaction, and shall include final grading, shaping and contouring of the excavation and fill areas. The terms for earthwork used in the remainder of this Section imply excavation in native materials. The Contractor, with approval of the COTR, shall adjust the final grades as necessary to create a finished project. The Contractor shall excavate to the lines and grades shown on the Plans. The Contractor shall perform all excavation of every description and of whatever materials



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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.

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

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

**Measurement:** The method of measurement for determining the quantity of unclassified excavation required for grading work as described above shall be on a cubic yard for placed fill material which includes excavation, loading, hauling, placing and recompacting material to the surfaces as shown on the Plans. Method of measurement shall be before and after surveyed cross-sections of the fill area(s) and the average-end-area method for computing volume performed by a Professional Surveyor licensed in West Virginia. Cross sections are subject to the approval of the COTR. Fill placed outside the lines and grades in the plans will not be considered for payment.

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

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

**Bld Item 13:** Lean Concrete Backfill

**Unit:** Cubic Yard (CY)

**Description:** This work consists of furnishing and complete installation of lean concrete backfill under the building footings and as directed by the COTR. Excavation, concrete, concrete placement, and disposal of excavated soils 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 cubic yards. The quantity shall be determined by the Contractor from the total delivery slips for each vehicle and certified by the Contractor to be correct. Each delivery 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 cubic yard.

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<b>Bid Item 14:</b>	<b>Subgrade Preparation</b>
<b>Unit:</b>	Square Yard (SY)
<b>Description:</b>	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.
<b>Measurement:</b>	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.
<b>Payment:</b>	Payment shall be made at the contract unit price per square yard.
<b>Bid Item 15:</b>	<b>Soil Drying</b>
<b>Unit:</b>	Ton (TN)
<b>Description:</b>	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.
<b>Measurement:</b>	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.
<b>Payment:</b>	Payment shall be made at the contract unit price per ton.
<b>Bid Item 16:</b>	<b>Removal and Replacement</b>
<b>Unit:</b>	Cubic Yard (CY)
<b>Description:</b>	This work shall include, but is not limited to, excavation, transportation and disposal of excavated materials, importation of satisfactory material, placement of new material, and compaction. This includes performing 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.
<b>Measurement:</b>	Measurement shall be based on cubic yards of area completed for the work described as measured by the COTR or his designated representative. Excess material or material placed beyond approved limits shall not be included in the measured quantity.

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**Payment:** Payment shall be made at the contract price per cubic 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, sealants, and No. 57 aggregate 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.

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

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

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**Bid Item 20: 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.

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**Bid Items 21-22: Fabric Separation, Fabric Woven**

**Unit:** Square Yard (SY)

**Description:** This work shall consist of furnishing and installing geotextile fabric of designated types in pavement sections as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

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**Bid Item 23: Hardstand Paving**

**Unit:** Square Yard (SY)

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**Description:** This work includes, but is not limited to, furnishing and complete installation of AASHTO #1 and WVDOH Class 1 aggregates for pavements. This includes performing 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 24: Pavement Marking**

**Unit:** Lump Sum (LS)

**Description:** Pavement markings shall consist of furnishing and installing various types of markings, as shown on the plans and an additional 1,000 sq ft for miscellaneous marking as directed by the COTR. It shall include, 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 25: Wheel Stops**

**Unit:** Each (EA)

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

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

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

**Bid Item 26: Concrete Curbing**

**Unit:** Linear Foot (LF)

**Description:** This work shall includes, but is not limited to, the construction of cast-in-place concrete curbing at the locations shown on the Plans, or as directed by the COTR. This includes

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performing 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 27: Signage**

**Unit:** Lump Sum (LS)

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

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

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

**Bid Item 28: Gravel Apron**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of installation of the gravel apron in locations specified on the plans or as directed by the COTR. Gravel apron work includes excavation, geotextile fabric, stone, and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be based on linear feet of gravel apron in place, completed, and accepted by the COTR.

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

**Bid Item 29: 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.

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**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 30-32: Type I Lawns, Type II Lawns, Type III Ground Cover**

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of various types of lawns and ground cover as shown on the Drawings and specified in Section 329200, "Turfs and Grasses". The bid item shall include fine grading and preparing lawn areas, furnishing and applying soil amendments and fertilizers, seeding lawn areas, protection and maintenance of lawn areas. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Item 33: Farm Gate**

**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of a Farm Gate for vehicular access through the field fence. The price shall include excavating, trenching, concrete footings, backfilling, hardware, chain, 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 Items 34-37: 5' Personnel Gate; Double Swing Gate - 16'; Sliding Gate - 20', 24'**

**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.

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

**Bid Item 38: Field Fencing**

**Unit:** Linear Foot (LF)

**Description:** This work consists of furnishing and complete installation of field fencing. The price will include clearing vegetation, excavating, backfilling, fence fabric, diagonal bracing, and wooden posts. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be along the bottom wire of the fence from outside to outside of end posts for each continuous run of fence, excluding lengths occupied by vehicular gates.

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

**Bid Item 39: Security Fencing**

**Unit:** Linear Foot (LF)

**Description:** This work consists of furnishing and complete installation of chain link fencing. The price will include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, and barbed wire. This includes performing 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 gates.

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

**Bid Item 40: 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.



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

**Bid Item 41:** NOT USED

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**Bid Item 42:** 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 Items 43-45:** Bollards 8", 12", 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 46:** Trash Enclosure

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of constructing a pad and fencing at the back of the main building as shown in the Plans. Excavation, concrete, aggregate base, privacy fencing, 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.

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

**Bid Item 47:** NOT USED

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**Bid Item 48:** Gravel Maintenance Strip

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of installation of the gravel maintenance strip in locations specified on the plans or as directed by the COTR. Gravel maintenance strip work includes excavation, geotextile fabric, stone, and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be based on linear feet of gravel maintenance strip in place, completed, and accepted by the COTR.

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

**Bid Items 49-53:** Water Line, PVC - 4", 6", 10", 12"; Water Line, DIP - 12"

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing various sizes of water line. These prices shall fully compensate the Contractor for providing pipe, fittings, valves, bedding, excavation, backfill, concrete thrust blocks, concrete encasement, steel casing pipe, asphalt repair, curb stops, flushing, testing, coordination with the City of Buckhannon 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:** Fire Hydrant

**Unit:** Each (EA)

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

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**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 55: Manholes, Sanitary Sewer**

**Unit:** Vertical Foot (VF)

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

**Measurement:** Measurement shall be based on vertical feet of manhole in place, as measured from the invert to the top of concrete or spacer ring, completed and accepted by the COTR and authorities having jurisdiction.

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

**Bid Item 56: 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 57-60: Sanitary Sewer Line, PVC - 4", 6", 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 City of Buckhannon 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.

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**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 61:** 3" Gas Service Line

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing 3" 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 62-64:** Storm Line, PVC - 6", 8", 12"

**Unit:** Linear Foot (LF)

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

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

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

**Bid Items 65-68:** Storm Line, HDPE - 12", 18", 24", 30"

**Unit:** Linear Foot (LF)

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

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

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

**Bid Item 69:** Type 2 Ditch

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of the construction of open flow ways for surface drainage, using geotextile fabric and riprap. Excavation, shaping and lining and geotextile fabric are incidental.

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

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

**Bid Item 70:** Type 4 Ditch

**Unit:** Linear Foot (LF)

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

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

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

**Bid Item 71:** Junction Box

**Unit:** Each (EA)

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**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 72-73: Type "B" Drop Inlets, Type "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 Items 74-75: 12" In-Line Yard Drain, Drain Basin**

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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 76: Trench Drain & Grate**

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**Unit:** Linear Foot (LF)

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**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 77: Concrete Headwall**

Unit: Each (EA)

**Description:** This work shall consist of installing cast-in-place concrete headwalls for storm drainage. Excavation, forming, reinforcement, concrete, pipe connection, aggregate bedding, backfill, and concrete finishing are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be for each headwall completely installed.

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

**ALTERNATE BID ITEMS --****Alternate Bid Item 1 - Wash Rack**

**Description:** This work shall consist of adding a Vehicle Wash Rack and access to it. The grading and drainage associated with the wash rack are included in the base bid.

**Bid Item 81: Water Line, PVC - 1-1/2"**

Unit: Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing 1-1/2" 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 Buckhannon 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.

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

**Bid Item 82:** Cleanout, Sanitary Sewer

**Unit:** Each (EA)

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

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

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

**Bid Item 83:** Oil/Water Separator

**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of an underground separator designed for gravity separation of free oils (hydrocarbons and other petroleum products) and 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 84:** Vehicle Wash Rack

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of adding a Vehicle Wash Rack as shown in the Plans. Excavation, concrete, aggregate base, waterstops, associated drainage structures, piping, conduits, canopy system, 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.



7 September 2012.

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

**Alternate Bid Item 2 – Fuel Point**

**Description:** This work shall consist of adding a Vehicle Fuel Point and access to it. The grading and drainage are included in the base bid.

**Bid Item 85: Fuel Point**

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of installing a Fuel Point as shown in the Plans. Excavation, concrete, aggregate base, waterstops, associated drainage structures, piping, conduits, canopy system, bollards, 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 86: Fuel Dispensing System (Allowance)**

**Unit:** Lump Sum (LS) (Allowance No. 3)

**Description:** This work shall consist of adding a Fuel Dispensing System as shown in the Plans. This item is an allowance to be used for procurement of a dual compartment, UL 142 Model 10C1, 3,000 gallon and 500 gallon, storage and dispensing system via GSA Contract #07F-0512U; Bryant Fuel and Power Systems, Inc. of Bakersfield, California; 800-873-3566, POC George Adam. This includes performing 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:** This item shall be paid for the approved invoice from the GSA contracted supplier of the system, based on acceptance of the installed system by the COTR.

**Alternate Bid Item #3 – Security Fencing Upgrade**

**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.

**Bid Item 87: Fencing/Gate Upgrade**

**Unit:** Lump Sum (LS)

7 September 2012

**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.

**Alternate Bid Item #4 – Military Equipment Parking Concrete Paving**

**Description:** This work shall consist of installing 7" Concrete Paving instead of Hardstand Paving for the indicated areas within the Military Equipment Parking (MEP).

**Alternate Bid Item #5 – Loading Ramp**

**Description:** This work shall consist of adding a Loading Ramp in the MEP. The grading and drainage associated with this item are included in the base bid.

**Bid Item 88: Double Swing Gate – 30'**

**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of 30' double swing gates for chain link fences and site security. The price shall include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and locks. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be per each gate completely installed.

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

**Bid Item 89: Loading Ramp**

**Unit:** Lump Sum (LS)

**Description:** This item of work is a cast-in-place reinforced concrete loading ramp with two levels. The aggregate, backfill, dock bumpers, bollards, 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.

000048

7 September 2012

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

**END OF SECTION**



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

Solicitation

NUMBER
DEFK13002

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

SHEETS

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

DATE PRINTED
09/07/2012

BID OPENING DATE: 09/17/2012 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20	\$13,396,000	\$13,396,000
BUILDING CONSTRUCTION  **** PLEASE READ ALL INFORMATION CAREFULLY. ***  THIS IS A RE-BID OF DEFK13000.  THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV NATIONAL GUARD, IS SOLICITING BIDS FOR THE CONSTRUCTION OF A READINESS CENTER IN BUCKHANNON, WV, PER THE ATTACHED SPECIFICATIONS. ***** NOTE: A PRE-BID MEETING WILL NOT BE HELD PRIOR TO THE BID OPENING. NOTE: THE BID BOND AND DRUG FREE WORKPLACE AFFIDAVIT ARE REQUIRED WITH BID SUBMISSION. ***** PLEASE READ ALL INFORMATION CAREFULLY  THIS IS A RE-BID OF RFQ NO. DEFK13000. SPECIFICATIONS FOR DEFK13000 HAVE BEEN RE-ISSUED UNDER A NEW RFQ NO. DEFK13002 DUE TO TIME RESTRAINTS. THE DOCUMENTS MAY CONTAIN REFERENCES TO THE PREVIOUS RFQ, DEFK13000. THOSE REFERENCES ARE NO LONGER VALID AND ANY REFERENCE TO THE PREVIOUS RFQ NO. SHOULD BE INFERRED TO MEAN DEFK13002.  THIS SOLICITATION CONSISTS OF THE PROJECT MANUAL, WHICH CAN BE OBTAINED FROM THE ARCHITECT AND THE						

RECEIVE  
 SEP 07 2012  
 MASSARO CORPORATION BID SET

SIGNATURE <i>Joseph A. Massaro III</i>	TELEPHONE 412-963-2800	DATE 09/17/2012
TITLE President	FAX 61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER
DEFK13002

PAGE
2

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

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

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DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION  
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 CHARLESTON, WV  
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DATE PRINTED
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BID OPENING DATE: 09/17/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOLLOWING DOCUMENTS FROM THE PREVIOUS SOLICITATION, DEFK13000: ADDENDUM NO. 2 (WITH THE EXCEPTION OF ATTACHMENTS 4 AND 5) ISSUED 08/17/2012 AND ADDENDUM NO. 3 ISSUED 08/23/2012, AVAILABLE ON THE PURCHASING BULLETIN IN ELECTRONIC FORMAT ONLY UNDER THE NEW RFQ. NO., DEFK13002. PLEASE NOTE: THE ADDENDUMS ISSUED UNDER DEFK13000 HAVE RETAINED THE NUMERIC ORDER FROM THE PREVIOUS SOLICITATION. A NEW HEADING HAS BEEN ADDED TO NOTE THE ATTACHMENT.</p> <p>ALSO INCLUDED ON RFQ NO. DEFK13002 ARE THE FOLLOWING DOCUMENTS:</p> <ol style="list-style-type: none"> <li>1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS</li> <li>2. GENERAL TERMS AND CONDITIONS</li> <li>3. ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS ONLY)</li> <li>4. CERTIFICATION AND SIGNATURE PAGE</li> <li>5. PURCHASING AFFIDAVIT</li> <li>6. DRUG-FREE WORKPLACE AFFIDAVIT</li> <li>7. BID BOND INSTRUCTIONS</li> <li>8. BID BOND FORM</li> <li>9. PURCHASING DIVISION FORM WV-75</li> <li>10. ATTACHMENT A - ADDENDUM BULLETIN NO. 1 WHICH ALSO INCLUDES A BID FORM WITH SECTIONS I AND II, DRAWINGS A-2.1, C1-3, C2-12 AND C2-2.</li> </ol> <p>ANYTHING CONTAINED IN THE PRIOR RFQ NO. DEFK13000 REMAINS IN FULL FORCE AND EFFECT UNLESS MODIFIED HEREBY.</p>						

SIGNATURE	Joseph A. Massaro III	TELEPHONE	412-963-2800	DATE	09/17/2012
TITLE	President	FAX	61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEFK13000**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                                    |                                          |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Massaro Corporation

Company



Authorized Signature  
 Joseph A. Massaro III, President

September 17, 2012

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



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

**Solicitation**

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TARA LYLE 304-558-2544

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 Pittsburgh, PA 15238

SHIP TO

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

DATE PRINTED
09/10/2012

BID OPENING DATE: 09/17/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 1		
0001	1	JB		968-20	\$ 13,396,000	\$ 13,396,000
				BUILDING CONSTRUCTION		
***** THIS IS THE END OF RFQ DEFK13002 ***** TOTAL						\$ 13,396,000

SIGNATURE <i>Joseph A. Massaro III</i>	TELEPHONE 412-963-2800	DATE 09/17/2012
TITLE President	FEIN 61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Massaro Corporation

(Company)



(Authorized Signature)

Joseph A. Massaro III, President

(Representative Name, Title)

412-963-2800

(Phone Number)

412-963-2880

(Fax Number)

09/17/12

(Date)



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Massaro Corporation

Authorized Signature: *Joseph A. Massaro III* Date: 09/17/12  
Joseph A. Massaro III

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 17 day of Sept., 2012.

My Commission expires 4/3, 2015.

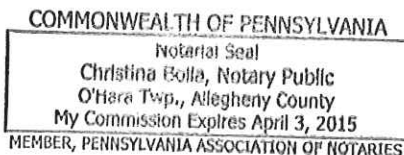
AFFIX SEAL HERE

NOTARY PUBLIC

*Christina Bolla*

Christina Bolla

Purchasing Affidavit (Revised 07/01/2012)





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*  
Joseph A. Massaro III  
Title: President

Date: 09/17/12

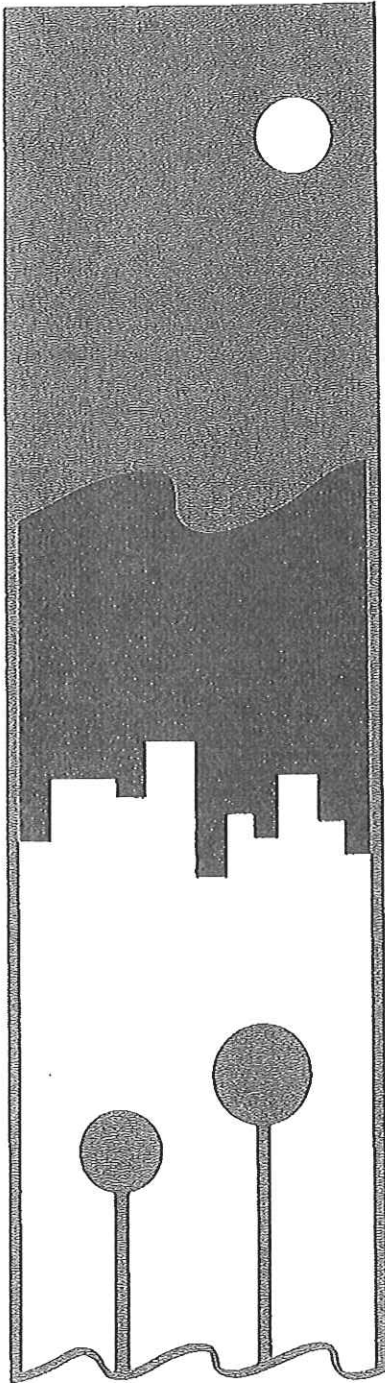
Taken, subscribed and sworn to before me this 17 day of September.

By Commission expires 4/3/15

(Seal) COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Christina Bolla, Notary Public  
O'Hara Twp., Allegheny County  
My Commission Expires April 3, 2015  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

*Christina Bolla*  
(Notary Public)  
Christina Bolla

**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.**



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV024187

**Classification:**  
GENERAL BUILDING

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

**Date Issued**

MAY 11, 2012

**Expiration Date**

MAY 11, 2013

*[Handwritten Signature]*  
Authorized Company Signature

*[Handwritten Signature]*  
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.



EXECUTED IN DUPLICATE

Agency West Virginia Purchasing Division  
REQ.P.O# DEFK13002

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Massaro Corporation  
of 120 Delta Drive, Pittsburgh, PA 15238, as Principal, and Liberty Mutual Insurance  
Company of 175 Berkeley Street, Boston, MA 02116, a corporation organized and existing under the laws of the State of Massachusetts with its principal office in the City of Boston, MA, 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 The Construction of a Readiness Center in Buckhannon, WV

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 17th day of September, 20 12.

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)  
Cathy H. Ho  
Cathy H. Ho, 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 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, David M. Carey, 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 day of 11th day of November, 2011.



LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of November, 2011, before me, a Notary Public, personally came David M. Carey, 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.



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

By Teresa Pastella
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 17th day of September, 2012.



By Gregory W. Davenport
Gregory W. Davenport, 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.