

## BID FORM

### SECTION I – BASE BID AND ALTERNATES

DATED: December 18, 2009  
 (Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address) Mascaro Construction Company, L. P.  
1720 Metropolitan Street  
Pittsburgh, PA 15233

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 034136

SUBMITTED TO: State of West Virginia

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

**The Ripley Armed Forces Reserve Center  
 West Virginia Army National Guard  
 Millwood, Jackson County, West Virginia**

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

**BASE BID:**

For the sum of: TWENTY MILLION - SIX HUNDRED SEVENTY-SEVEN  
THOUSAND - EIGHT HUNDRED TWENTY-THREE (\$ 20,677,823 )  
DOLLARS

**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.)

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

**Alternate Bid No. 1: Military Equipment Concrete Paving**

ADD the sum of: ONE HUNDRED - NINETY THOUSAND - SIX HUNDRED  
AND SEVENTY-TWO DOLLARS (\$ 190,672 )

Alternate Bid No. 2: South Parking Lot

ADD the sum of: ONE HUNDRED - SEVENTY-NINE THOUSAND - NINE  
HUNDRED AND FORTY DOLLARS (\$ 179,940 ).

Alternate Bid No. 3: Landscaping

ADD the sum of: THIRTY-FOUR THOUSAND DOLLARS  
 (\$ 34,000 ).

Alternate Bid No. 4: Eastern Star Improvements

ADD the sum of: FORTY-FOUR THOUSAND - SEVEN HUNDRED +  
NINETY - FIVE DOLLARS (\$ 44,795 ).

Alternate Bid No. 5: Pre-Cast Latrine

ADD the sum of: ONE HUNDRED - TWENTY THOUSAND - SEVEN  
HUNDRED - FOURTEEN DOLLARS (\$ 120,714 ).

Alternate Bid No. 6: Field Fence

ADD the sum of: THIRTY-THREE THOUSAND - TWO HUNDRED -  
TWENTY DOLLARS (\$ 33,220 ).

Alternate Bid No. 7: Picnic Shelters

ADD the sum of: TWO HUNDRED - THIRTY THOUSAND DOLLARS  
 (\$ 230,000 ).

Alternate Bid No. 8: Walkway Canopy

ADD the sum of: ONE - HUNDRED - FORTY THREE THOUSAND DOLLARS  
 (\$ 143,000 ).

Alternate Bid No. 9: Sleeping Rooms

ADD the sum of: FOUR HUNDRED - ELEVEN THOUSAND DOLLARS  
\_\_\_\_\_ (\$ 411,000 ).

Alternate Bid No. 10: Drill Hall Acoustical Ceiling Treatment

ADD the sum of: ONE HUNDRED - TWENTY FIVE THOUSAND DOLLARS  
\_\_\_\_\_ (\$ 125,000 ).

Alternate Bid No. 11: Drill Hall Acoustical Wall Treatment

ADD the sum of: SIXTY - SEVEN THOUSAND DOLLARS  
\_\_\_\_\_ (\$ 67,000 ).

Alternate Bid No. 12: Kitchen Equipment

ADD the sum of: ONE HUNDRED - FIFTY THOUSAND DOLLARS  
\_\_\_\_\_ (\$ 150,000 - ).

Alternate Bid No. 13: Retractable Bleachers

ADD the sum of: ONE HUNDRED - FIFTY THOUSAND DOLLARS  
\_\_\_\_\_ (\$ 150,000 - ).

Alternate Bid No. 14: Secondary Entrance Canopies

ADD the sum of: TWENTY - THREE THOUSAND DOLLARS  
\_\_\_\_\_ (\$ 23,000 ).

Alternate Bid No. 15: CCTV Equipment

ADD the sum of: FIFTY - SEVEN THOUSAND DOLLARS  
\_\_\_\_\_ (\$ 57,000 ).

Alternate Bid No. 16: North Entrance Facility Sign

ADD the sum of: THIRTEEN THOUSAND DOLLARS  
 \_\_\_\_\_ (\$ 13,000 )

Alternate Bid No. 17: Fencing and Gate Upgrade

ADD the sum of: NINE THOUSAND DOLLARS  
 \_\_\_\_\_ (\$ 9,000 )

Alternate Bid No. 18: Air Compressors

ADD the sum of: TWENTY-EIGHT THOUSAND DOLLARS  
 \_\_\_\_\_ (\$ 28,000 )

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

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

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

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

#1 - Dec. 4, 2009      #2 - Dec. 9, 2009  
 \_\_\_\_\_

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

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

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

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

**SIGNATURE OF BIDDER:**

Firm: Mascaro Construction Company, L. P.

Address: 1720 Metropolitan Street

Address: Pittsburgh, PA 15233

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

By: 

Jeffrey M. Mascaro

Title: Vice President & Chief Operating Officer

Phone: 412/321-4901

Fax: 412/321-4903

**END OF SECTION I**

**SECTION II - BID ITEMS AND UNIT COSTS**

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.

The Architect shall be notified if the Bidder's takeoff varies significantly from the estimated quantities.

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

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
<b>Primary Facility Base Bid</b>					
1	Armed Forces Reserve Center	1	LS	13,126,265	13,126,265
2	Maintenance Facility	1	LS	1,249,840	1,249,840
3	Unheated Storage Building	1	LS	121,895	121,895
<b>PRIMARY FACILITY BASE BID SUB-TOTAL</b>					<b>14,498,000</b>
<b>Project Administration/Quality Control Base Bid</b>					
4	Mobilization/Demobilization	1	LS	1,100,000	1,100,000
5	General Administration	1	LS	607,985	607,985
6	Project Quality Control	1	LS	267,000	267,000
7	WVDOH Encroachment Permits	1	Allow.	\$20,000.00	\$20,000.00
<b>PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL</b>					<b>1,994,985</b>
<b>Civil/Site Base Bid</b>					
<b>Site Preparation</b>					
8	Site Preparation	1	LS	72,000	72,000
9	Building Demolition	1	LS	55,000	55,000
10	Sediment and Erosion Control	1	LS	48,000	48,000
11	Retention Pond	1	LS	51,000	51,000
<b>Earthwork</b>					
12	Unclassified Excavation	84,000	CY	4. <sup>25</sup>	357,000
13	Subgrade Preparation	12,000	SY	4. <sup>50</sup>	54,000
14	Soil Drying	300	TN	<del>275</del> 272. <sup>69</sup>	82,500
15	Soil Conditioning	3,000	SY	5. <sup>50</sup>	16,500
16	Over-Excavation	1,000	SY	43.-	43,000
17	6" Subsurface Drains	200	LF	13.-	2,600
<b>Roads</b>					
18	6" Concrete Paving	5,000	SY	35.-	175,000
19	HMA Wearing Course	940	TN	73.-	68,620
20	HMA Base Course	3,100	TN	73.-	226,300
21	Free Draining Base	3,800	TN	73.-	277,400
22	Free Draining Base Trench and Piping	3,200	LF	18.-	57,600

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23	Fabric Woven	11,100	SY	4 <sup>-</sup>	44,400
24	Fabric Separation	17,000	SY	1,32 <sup>-</sup>	22,100
25	AASHTO #1	7,530	TN	32 <sup>-</sup>	240,960
26	Class 1 Stone	2,900	TN	30 <sup>-</sup>	87,000
27	Pavement Marking	1	LS	2,650 <sup>-</sup>	2,650
28	Wheel Stops	153	EA	69 <sup>-</sup>	10,557
29	Concrete Curbing	2,800	LF	21 <sup>-</sup>	58,800
30	Signage	1	LS	9,400 <sup>-</sup>	9,400
<b>Miscellaneous</b>					
31	Sidewalk	2,100	SY	70 <sup>-</sup>	147,000
32	Type I Lawns	1	LS	26,400 <sup>-</sup>	26,400
33	Type II Lawns	1	LS	35,000 <sup>-</sup>	35,000
34	Force Protection Gates	2	EA	38,000 <sup>-</sup>	76,000
35	20' Sliding Gates	2	EA	6,300 <sup>-</sup>	12,600
36	Security Fencing	2,400	LF	24 <sup>-</sup>	57,600
37	60' Flagpole	1	EA	9,500 <sup>-</sup>	9,500
38	Retaining Wall	1,000	LF	238 <sup>-</sup>	238,000
39	Vehicle Wash System	1	LS	31,300 <sup>-</sup>	31,300
40	Oil/Water Separator	1	EA	68,000 <sup>-</sup>	68,000
41	Loading Ramp	1	LS	86,300 <sup>-</sup>	86,300
42	Bollards 8"	24	EA	1,430 <sup>-</sup>	34,320
43	Bollards 12"	16	EA	2,600 <sup>-</sup>	41,600
44	Bollards Removeable	4	EA	3,100 <sup>-</sup>	12,400
45	Trash Enclosure	1	LS	21,100 <sup>-</sup>	21,100
46	Chiller Enclosure	1	LS	61,700 <sup>-</sup>	61,700
47	Bicycle Racks	2	EA	627 <sup>-</sup>	1,254
48	Facility Sign	1	LS	10,400 <sup>-</sup>	10,400
<b>Water</b>					
49	1.5" PVC Water	120	LF	22,00 <sup>-</sup>	2,640 <sup>-</sup>
50	2" PVC Water	100	LF	18,00 <sup>-</sup>	1,800 <sup>-</sup>
51	4" PVC Water	230	LF	23,00 <sup>-</sup>	5,290 <sup>-</sup>
52	6" PVC Water	2,600	LF	32,00 <sup>-</sup>	83,200 <sup>-</sup>
53	PIV	1	EA	2,310 <sup>-</sup>	2,310 <sup>-</sup>
54	Fire Hydrant	4	EA	3,850 <sup>-</sup>	15,400 <sup>-</sup>
55	Water Vault	1	EA	36,200 <sup>-</sup>	36,200 <sup>-</sup>
<b>Sewer</b>					
56	Manholes, Sanitary Sewer	60	VF	325 <sup>-</sup>	19,500 <sup>-</sup>
57	Frame and Cover, Sanitary Sewer	10	EA	527 <sup>-</sup>	5,270 <sup>-</sup>
58	6" PVC Sanitary Sewer	1,150	LF	24 <sup>-</sup>	27,600 <sup>-</sup>
59	8" PVC Sanitary Sewer	440	LF	27 <sup>-</sup>	11,880 <sup>-</sup>
60	Cleanout, Sanitary Sewer	3	EA	369 <sup>-</sup>	1,107 <sup>-</sup>
61	Manhole Modification, Sanitary Sewer	2	EA	3,685 <sup>-</sup>	7,370 <sup>-</sup>
<b>Gas</b>					
62	Gas Service Lines	1,320	LF	22 <sup>-</sup>	29,040

63	Gas Regulator	1	EA	6,900 <sup>-</sup>	6,900
<b>Storm Drainage</b>					
64	6" PVC Storm	1,650	LF	23 <sup>-</sup>	37,950
65	8" PVC Storm	780	LF	24 <sup>-</sup>	18,720
66	12" PVC Storm	650	LF	27 <sup>-</sup>	17,550
67	15" PVC Storm	320	LF	32 <sup>-</sup>	10,240
68	12" HDPE Storm	180	LF	25 <sup>-</sup>	4,500
69	18" HDPE Storm	1,200	LF	41 <sup>-</sup>	49,200
70	24" HDPE Storm	210	LF	47 <sup>-</sup>	9,870
71	42" HDPE Storm	1,160	LF	95 <sup>-</sup>	110,200
72	42" RCP Storm	126	LF	300 <sup>-</sup>	37,800
73	Auger Boring and Jacking	1	LS	164,000 <sup>-</sup>	164,000
74	Type 2 Ditch	1,500	LF	20 <sup>-</sup>	30,000
75	Type 3 Ditch	680	LF	93 <sup>-</sup>	63,240
76	Type 4 Ditch	1,400	LF	11 <sup>-</sup>	15,400
77	18" Junction Box	5	EA	2,400 <sup>-</sup>	12,000
78	42" Junction Box	2	EA	4,800 <sup>-</sup>	9,600
79	Type "B" Drop Inlets	14	EA	950 <sup>-</sup>	13,300
80	Type "B" Inlet Grate and Frame	14	EA	950 <sup>-</sup>	13,300
81	Type "G" Drop Inlets	3	EA	2,300 <sup>-</sup>	6,900
82	Type "G" Inlet Grate and Frame	3	EA	650 <sup>-</sup>	1,950
83	10" Yard Drains	4	EA	1,400 <sup>-</sup>	5,600
84	12" In-Line Inlets	2	EA	1,800 <sup>-</sup>	3,600
85	Trench Drain and Grate	40	LF	37 <sup>-</sup>	1,480
86	Concrete Headwall	1	EA	2,750 <sup>-</sup>	2,750
<b>Power and Communications</b>					
87	Electrical Duct Bank Type 1	120	LF	52 <sup>-</sup>	6,240
88	Electrical Duct Bank Type 2	80	LF	61 <sup>-</sup>	48,800
89	Electrical Duct Bank Type 3	120	LF	239 <sup>-</sup>	28,680
90	Electrical Duct Bank Type 4	100	LF	125 <sup>-</sup>	12,500
91	Transformer Pad	1	LS	1,900 <sup>-</sup>	1,900
92	Emergency Generator Pad	1	LS	3,000 <sup>-</sup>	3,000
93	Communications Duct Bank Type 1	320	LF	81 <sup>-</sup>	25,920
94	Communications Duct Bank Type 2	190	LF	70 <sup>-</sup>	13,300
95	Combined Duct Bank	230	LF	105 <sup>-</sup>	24,150
96	Pole Lights and Bases	35	EA	2,650 <sup>-</sup>	92,750
<b>CIVIL/SITE BASE BID SUB-TOTAL</b>					<b>4,184,838</b>

<b>BASE BID TOTAL*</b>	<b>20,677,823</b>
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\*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.



Alternate Bid Items					
Alternate #1 - Military Equipment Concrete Paving					
18	6" Concrete Paving	6,800	SY	34 <sup>-</sup>	231,200
21	Free Draining Base	1,600	TN	72 <sup>-</sup>	115,200
24	Fabric Separation	6,800	SY	1,50	10,200
25	AASHTO #1 (Deduct)	-4,600	TN	30,30	(139,748)
23	Fabric, Woven (Deduct)	-6,800	SY	3,85	(26,180)
Alternate #1 Total					190,672
Alternate #2 - South Parking Lot					
13	Subgrade Preparation	2,200	SY	4,50	9,900
19	HMA Wearing Course	240	TN	74 <sup>-</sup>	17,760
20	HMA Base Course	960	TN	73 <sup>-</sup>	70,080
21	Free Draining Base	675	TN	72 <sup>-</sup>	48,600
22	Free Draining Base Trench and Piping	420	LF	18 <sup>-</sup>	7,560
24	Fabric Separation	2,900	SY	1,50	4,350
26	Class 1 Stone	505	TN	30 <sup>-</sup>	15,150
27	Pavement Marking	1	LS	700 <sup>-</sup>	700
28	Wheel Stops	69	EA	70 <sup>-</sup>	4,830
97	Signage	1	LS	1,010 <sup>-</sup>	1,010
Alternate #2 Total					179,940
Alternate #3 - Landscaping					
98	Landscaping	1	LS	34,000 <sup>-</sup>	34,000
Alternate #3 Total					34,000
Alternate #4 - Eastern Star Improvements					
31	Sidewalk	105	SY	111 <sup>-</sup>	11,655
38	Retaining Wall	60	LF	319 <sup>-</sup>	19,140
99	Monument Relocation	1	LS	5,400 <sup>-</sup>	5,400
100	Stairs	1	LS	8,600 <sup>-</sup>	8,600
Alternate #4 Total					44,795

Alternate #5 - Pre-Cast Latrine					
101	Pre-Cast Latrine	1	LS	70,000	70,000
102	Pre-Cast Latrine Foundation	1	LS	9,700	9,700
31	Sidewalk	46	SY	110	5,060
103	1" PVC Water	150	LF	20	3,000
49	1.5" PVC Water	340	LF	22	7,480
104	Water Meter	1	EA	800	800
56	Manholes, Sanitary Sewer	23	VF	330	7,590
57	Frame and Cover, Sanitary Sewer	2	EA	532	1,064
58	6" PVC Sanitary Sewer	380	LF	24	9,120
64	6" PVC Storm	300	LF	23	6,900
Alternate #5 Total					120,714
Alternate #6 - Field Fence					
105	24' Double Swing Farm Gate	1	EA	2,020	2,020
106	Field Fencing	3,900	LF	8	31,200
Alternate #6 Total					33,220
Alternate #7 - Picnic Shelters					
107	Picnic Shelters	1	LS	230,000	230,000
Alternate #7 Total					230,000
Alternate #8 - Walkway Canopy					
108	Walkway Canopy	1	LS	143,000	143,000
Alternate #8 Total					143,000
Alternate #9 - Sleeping Rooms					
109	Sleeping Rooms	1	LS	411,000	411,000
Alternate #9 Total					411,000
Alternate #10 - Drill Hall Acoustical Ceiling Treatment					
110	Ceiling Treatment	1	LS	125,000	125,000
Alternate #10 Total					125,000

Alternate #11 - Drill Hall Acoustical Wall Treatment					
111	Wall Treatment	1	LS	67,000	67,000
Alternate #11 Total					67,000
Alternate #12 - Kitchen Equipment					
112	Kitchen Equipment	1	LS	150,000	150,000
Alternate #12 Total					150,000
Alternate #13 - Retractable Bleachers					
113	Retractable Bleachers	1	LS	150,000	150,000
Alternate #13 Total					150,000
Alternate #14 - Secondary Entrance Canopies					
114	Canopies	1	LS	23,000	23,000
Alternate #14 Total					23,000
Alternate #15 - CCTV Equipment					
115	CCTV Equipment	1	LS	57,000	57,000
Alternate #15 Total					57,000
Alternate #16 - North Entrance Facility Sign					
48	Facility Sign	1	LS	13,000	13,000
Alternate #16 Total					13,000
Alternate #17 - Fencing and Gate Upgrade					
116	Fencing and Gate Upgrade	1	LS	9,000	9,000
Alternate #17 Total					9,000
Alternate #18 - Air Compressors					
117	Air Compressors	1	LS	28,000	28,000
Alternate #18 Total					28,000
ALTERNATE BID ITEM TOTAL					2,009,341
TOTAL COST WITH ALTERNATES					23,687,164

END OF SECTION II

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: MasCaro Construction Company, L. P.Authorized Signature:  Date: December 18, 2009

Purchasing Affidavit (Revised 01/01/09) Jeffrey M. Mascaro, Vice President &amp; Chief Operating Officer



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

STATE OF Pennsylvania

COUNTY OF Allegheny, TO-WIT:

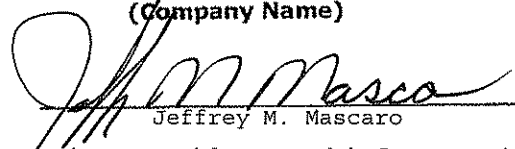
I, Jeffrey M. Mascaro, after being first duly sworn, depose and state as follows:

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

Mascaro Construction Company, L. P.  
(Company Name)

By:   
Jeffrey M. Mascaro

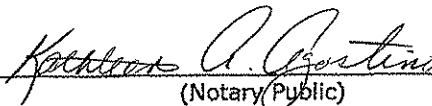
Title: Vice President & Chief Operating Officer

Date: December 18, 2009

Taken, subscribed and sworn to before me this 18th day of December 2009.

By Commission expires June 10, 2010

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kathleen A. Agostino, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires June 10, 2010

  
(Notary Public)

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mascaro Construction Company, L.P.  
of 1701 Metropolitan Street, Pittsburgh, PA 15233, as Principal, and Liberty Mutual Insurance Company  
of 175 Berkeley Street, Boston, MA 02117, a corporation organized and existing under the laws of the State of Massachusetts, with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of Five Percent of the Amount Bid (\$ 5% of the Amt. 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 West Virginia Army National Guard Ripley Armed Forces Reserve Center, Millwood, Jackson County, WV  
RFQ No. DEF 10009

**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 Oblige 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 December, 2009.

Principal Corporate Seal

Mascaro Construction Company, L.P.  
(Name of Principal)

By Jeffrey M. Mascaro  
(Must be President or Vice President) Jeffrey M. Mascaro

Vice President & COO  
(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company  
(Name of Surety)

Wendy A. Bright  
Wendy A. Bright, Attorney-in-Fact

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

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

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

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

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWO HUNDRED FIFTY MILLION AND 00/100 DOLLARS (\$ 250,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 8th day of July, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

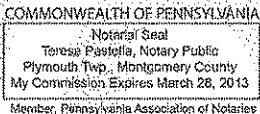
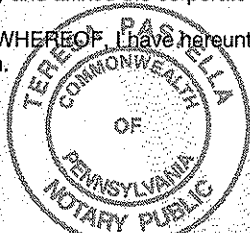


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 8th day of July, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



By Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 17th day of December, 2009.



By David M. Carey, Assistant Secretary

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

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



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

# Request for Quotation

RFQ NUMBER: DEFK DEF10009
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PAGE: 1
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ADDRESS CORRESPONDENCE TO: ATTENTION OF: JOHN ABBOTT 304-558-2546
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RFQ COPY

TYPE NAME/ADDRESS HERE

Mascaro Construction Company, L. P.  
 1720 Metropolitan Street  
 Pittsburgh, PA 15233

SHIP TO

DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: ~~12/17/2009~~ 12/18/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
<p><b>BUILDING CONSTRUCTION</b></p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT A 65,000 SQUARE FEET ARMED FORCES RESERVE CENTER FOR THE WV NATIONAL GUARD, MILLWOOD, WV, PER THE SPECIFICATIONS.</p> <p><b>MANDATORY PRE-BID</b>            A MANDATORY PRE-BID WILL BE HELD ON 12/1/2009; 1:30 PM. LOCATION: THE FORMER EASTERN STAR BUILDING, 3050 POINT PLEASANT ROAD (RT.2), MILLWOOD, WV 25262. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 412/321-4901	DATE December 18, 2009
TITLE Vice President & COO	FIRM 25-1800002	ADDRESS CHANGES TO BE NOTED ABOVE

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



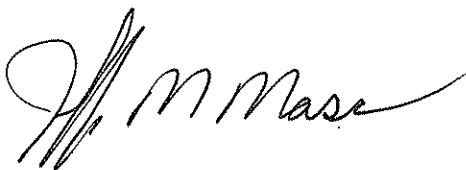
**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes, and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130.





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

**Request for  
 Quotation**

RFQ NUMBER DEFK DEF 10009
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PAGE 2
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ADDRESS CORRESPONDENCE TO ATTENTION OF JOHN ABBOTT 304-558-2544
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VENDOR

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

Mascaro Construction Company, L. P.  
 1720 Metropolitan Street  
 Pittsburgh, PA 15233

SHIP TO

**DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS**

DATE PRINTED 11/12/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: ~~12/17/2009~~ 12/18/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M Masc</i>	TELEPHONE 412/321-4901	DATE December 18, 2009
TITLE Vice President & COO	FEIN 25-1800002	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER DEFK DEF10009
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ADDRESS CORRESPONDENCE TO ATTENTION OF JOHN ABBOTT 304-558-2544
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 1720 Metropolitan Street  
 Pittsburgh, PA 15233

**DIV ENGINEERING & FACILITIES**  
**JOBSITE**  
**SEE SPECIFICATIONS**

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BID OPENING DATE: ~~12/17/2009~~ 12/18/2009      BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR JACKSON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>(XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. Mascaro</i>	TELEPHONE 412/321-4901	DATE December 18, 2009
TITLE Vice President & COO	FEIN 25-1800002	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
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 Purchasing Division  
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 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER DEFK -DEF10009
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PAGE 4
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ADDRESS CORRESPONDENCE TO ATTENTION OF JOHN ABBOTT 304-558-2544
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RFQ COPY

TYPE NAME/ADDRESS HERE

Mascaro Construction Company, L. P.  
 1720 Metropolitan Street  
 Pittsburgh, PA 15233

SHIP TO

DIV ENGINEERING & FACILITIES  
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 SEE SPECIFICATIONS

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11/12/2009				

BID OPENING DATE: ~~12/17/2009~~ 12/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE 412/321-4901	DATE December 18, 2009
TITLE Vice President & COO	FBN 25-1800002	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

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 DEPK  
 DEF10009

PAGE:  
 5

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 JOHN ABBOTT  
 304-558-2544

RFQ COPY

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 1720 Metropolitan Street  
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<p>PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *M. Mas* TELEPHONE: 412/321-4901 DATE: December 18, 2009  
 TITLE: Vice President & COO FEIN: 25-1800002 ADDRESS CHANGES TO BE NOTED ABOVE

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



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BID OPENING DATE: ~~12/17/2009~~ 12/18/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT								
<p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <table border="0"> <tr> <td>NO. 1</td> <td>December 4, 2009</td> </tr> <tr> <td>NO. 2</td> <td>December 9, 2009</td> </tr> <tr> <td>NO. 3</td> <td>.....</td> </tr> <tr> <td>NO. 4</td> <td>.....</td> </tr> </table>							NO. 1	December 4, 2009	NO. 2	December 9, 2009	NO. 3	.....	NO. 4	.....
NO. 1	December 4, 2009													
NO. 2	December 9, 2009													
NO. 3	.....													
NO. 4	.....													

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. Mas</i>	TELEPHONE 412/321-4901	DATE December 18, 2009
TITLE Vice President & COO	FEIN 25-1800002	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
 DEFK  
 DEF10009

PAGE  
 7

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 JOHN ABBOTT  
 304-558-2544

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Mascaro Construction Company, L. P.  
 1720 Metropolitan Street  
 Pittsburgh, PA 15233

SLIP TO

DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: ~~12/17/2009~~ 12/18/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE            Jeffrey M. Mascaro, Vice President &amp; COO            Mascaro Construction Company, L. P. .... COMPANY            December 18, 2009 ..... DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE <i>J. M. Mascaro</i>	TELEPHONE 412/321-4901	DATE December 18, 2009
TITLE Vice President & COO	FEIN 25-1800002	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 JOHN ABBOTT  
 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

Mascaro Construction Company, L. P.  
 1720 Metropolitan Street  
 Pittsburgh, PA 15233

SHIP TO:

DIV ENGINEERING & FACILITIES  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: ~~12/17/2009~~ 12/18/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Mascaro Construction Company, L. P.</p> <p>CONTRACTORS LICENSE NO.: WV034136</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*      TELEPHONE: 412/321-4901      DATE: December 18, 2009

TITLE: Vice President & COO      FEIN: 25-1800002      ADDRESS CHANGES TO BE NOTED ABOVE

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





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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# Request for Quotation

RFQ NUMBER:  
 DEFK  
 DEF10009

PAGE:  
 9

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 JOHN ABBOTT  
 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

Mascaro Construction Company, L. P.  
 1720 Metropolitan Street  
 Pittsburgh, PA 15233

RFQ COPY

DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: ~~12/17/2009~~ 12/18/2009      BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	UNIT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				JOHN ABBOTT (32)-----		
REQ. NO.:				DEFK10009-----		
BID OPENING DATE:				12/17/2009-----		12/18/2009 per Addendum #2
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				412 / 321- 4901-----		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
				Peter A. Mastro, Director of Estimating/Buildings-----		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Peter A. Mastro*      TELEPHONE: 412/321-4901      DATE: December 18, 2009  
 TITLE: Vice President & COO      FEIN: 25-1800002      ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

RFQ NUMBER DEFK <b>DEF10009</b>
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PAGE <b>10</b>
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ADDRESS CORRESPONDENCE TO ATTENTION OF <b>JOHN ABBOTT</b> <b>304-558-2544</b>
---

PROPERTY

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

Mascaro Construction Company, L. P.  
 1720 Metropolitan Street  
 Pittsburgh, PA 15233

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**JOBSITE**  
**SEE SPECIFICATIONS**

DATE PRINTED <b>11/12/2009</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: <del>12/17/2009</del> <b>12/18/2009</b> <b>BID OPENING TIME: 01:30PM</b>				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ <del>DEF10009</del> ***** TOTAL: <b>20,677,823</b>						<b>BASE BID</b>
DEFK10009						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 412/321-4901	DATE December 18, 2009	
TITLE Vice President & COO	FBN 25-1800002	ADDRESS CHANGES TO BE NOTED ABOVE	

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