



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

### Request for Quotation

RFQ NUMBER  
**DEFK10017**

PAGE  
**1**

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

PROPERTY

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**MASSARD CORPORATION  
 120 Delta Drive  
 Pittsburgh Penna. 15238**

SHIP TO

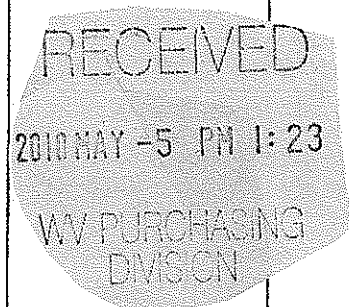
**DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION**

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

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

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20		23,156,000.00
<p><b>BUILDING CONSTRUCTION</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY STATE ARMORY BOARD'S DIVISION OF ENGINEERING AND FACILITIES, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL LABOR AND MATERIALS TO CONSTRUCT A NEW ARMED FORCES RESERVE CENTER IN FAIRMONT, WV, (MARION CO.), PER THE FOLLOWING BID REQUIREMENTS, TERMS &amp; CONDITIONS, AND THE PLANS AND SPECIFICATIONS AS PREPARED BY THE ARCHITECTURAL FIRM OF THE OMNI ASSOCIATES.</p> <p>THE PROJECT MANUAL AND DRAWINGS ARE AVAILABLE FROM THE OFFICE OF THE OMNI ASSOCIATES FOR A DEPOSIT OF \$400.00, VENDORS MAY CONTACT THE FIRM AT 304.367.1417. IF THE PLANS AND SPECIFICATIONS ARE RETURNED COMPLETE AND UNMARKED TO THE OFFICE OF THE ARCHITECT WITHIN TEN(10) DAYS AFTER THE TIME AND DATE DESIGNATED FOR RECEIPT OF BIDS, THE CONTRACTOR SHALL RECEIVE A REFUND OF \$150.00. PLANS RECEIVED AFTER 10 DAYS, INCOMPLETE, OR IN POOR CONDITION MAY NOT HAVE THE DEPOSIT RETURNED AT THE DISCRETION OF THE ARCHITECT. THE PROJECT MANUAL AND DRAWINGS ARE ALSO AVAILABLE ELECTRONICALLY ON CD IN .DWF FORMAT FOR A NON-REFUNDABLE PRICE OF \$150.00.</p> <p><b>MANDATORY PRE-BID</b>          A MANDATORY PRE-BID WILL BE HELD ON 04/08/2010 AT 1516 MARY LOU RETTON DRIVE, FAIRMONT, WV, 26554 AT 1:00 PM. VENDORS MAY CONTACT JOHN H. FRYE AT 304.201.3920 FOR</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John A. Macdonald</i>	RT 5-5-10	TELEPHONE 412-963-2800	DATE 5-5-2010
TITLE <i>President.</i>	FEIN 61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

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

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

**INSTRUCTIONS TO BIDDERS**

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



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**DEFK10017**

PAGE  
**2**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE.  
*Maspro Corporation  
 120 Delta Drive  
 Pittsburgh Pa 15238*

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/25/2010				
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<p>MORE DETAILED DIRECTIONS.</p> <p>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 MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *William A. Maspro* RT 5-5-10 TELEPHONE: 412-968-2800 DATE: 5-5-2010  
 TITLE: *President* FEIN: 61-1155784 ADDRESS CHANGES TO BE NOTED ABOVE

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



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**3**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Nassaro Corporation.  
 120 Delta Dr.  
 Pittsburgh Pa. 15238*

SHIP TO

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

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<p>REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR MARION COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>William A. Nassaro</i>	TELEPHONE <i>412-963-2800</i>	DATE <i>5-5-2010</i>
TITLE <i>President</i>	FON <i>61-1155784</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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**4**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Massano Construction  
 120 Delta Dr.  
 Pittsburgh Pa 15238*

SHEET NO  
 DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION  
 1707 COONSKIN DRIVE  
 CHARLESTON, WV  
 25311-1099 304-341-6368

DATE PRINTED <b>03/25/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>(XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. A. M...</i>	RT <b>5-5-10</b>	TELEPHONE <b>412-963-2800</b>	DATE <b>5-5-2010</b>
TITLE <i>President</i>	FEIN <b>61-1155784</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Messano Corporation  
 120 Delta Dr  
 Pittsburgh Pa 15238*

DIV ENGINEERING & FACILITIES  
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<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 ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>JMM AMessano</i>	RT. 5-5-10	TELEPHONE <b>412-963-2800</b>	DATE <b>5-5-2010</b>
TITLE <i>President</i>	FON <b>61-1155784</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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6

ADDRESS CORRESPONDENCE TO ATTENTION OF
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RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Massano Corporation*  
*120 Delta Drive*  
*Pittsburgh Pa 15238*

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>YMM A. Massano</i>	R.T. 5-5-10	TELEPHONE 412-963-2800	DATE 5-5-2010
TITLE <i>President</i>	FERN 61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE	

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*Messaro Corporation*  
*120 Delta Dr.*  
*Pittsburgh Pa 15238*

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OR INSULAR, SUBJECT TO THE JURISDICTION OF THE SECTION 5A-3-56. UNITED STATES.  2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:  A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,  B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.  3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE  REV. 10/01/01  EXHIBIT 9  NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA  THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>M A Messaro</i>	R.T. 5-5-10	TELEPHONE 412-963-2800	DATE 5-5-2010
TITLE President	FEIN 61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE	

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*Massaco Corporation  
 120 Delta Dr  
 Dittsburgh Pa 15238*

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

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *J. M. A. Masarone* RT. 5-5-10 TELEPHONE 412-963-2800 DATE 5-5-2010  
 TITLE *President* FEIN 61-1155784 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Request for  
 Quotation**

RFQ NUMBER  
**DEFK10017**

PAGE  
**9**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Massaro Corporation  
 120 Delta Dr.  
 Pittsburgh Pa 15238*

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

DATE PRINTED <b>03/25/2010</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: <b>04/22/2010</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1		April 15, 2010				
NO. 2		April 22, 2010				
NO. 3		April 26, 2010				
NO. 4		April 27, 2010				
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><i>Joseph A. Massaro III</i> ..... SIGNATURE            Joseph A. Massaro III            Massaro Corporation ..... COMPANY            May 5, 2010 ..... 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 B</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph A. Massaro III</i>	R.T. 5-5-10	TELEPHONE <b>412-963-2800</b>	DATE <b>5-5-2010</b>
TITLE <i>President</i>	FAX <b>61-1155784</b>	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

RFO NUMBER:  
**DEFK10017**

PAGE:  
**10**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Massaro Corporation  
 120 Delta Dr.  
 Pittsburgh Pa 15238*

BUYER

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

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

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ..... <i>Massaro Corporation</i> .....</p> <p>CONTRACTORS LICENSE NO.: ..... <i>WV024187</i> .....</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 style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>ANN MANDARO</i>	R.T. <i>5-5-10</i>	TELEPHONE <i>412-963-2800</i>	DATE <i>5-5-2010</i>
TITLE <i>President</i>	FEIN <i>61-1155784</i>	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

REQ NUMBER:  
**DEFK10017**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*Messano Corporation*  
*120 Delta Dr.*  
*Pittsburgh Pa 15238*

SHIP TO

DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION

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

DATE PRINTED <b>03/25/2010</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
BID OPENING DATE: <b>04/22/2010</b>		BID OPENING TIME: <b>01:30PM</b>				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p style="text-align: center;">REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 32</p> <p>REQ. NO.: DEFK10017</p> <p>BID OPENING DATE: 04/22/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- 412-963-2880 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Joseph G. Tavella</p>		
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE: <i>Jimm A. M... [Signature]</i>		TELEPHONE: <b>412-963-2800</b>		DATE: <b>5-5-2010</b>		
TITLE: <i>Resident</i>		FEIN: <b>RT. 5-5-10</b>		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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

**Request for  
 Quotation**

RFQ NUMBER  
**DEFK10017**

PAGE  
**12**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*Massano Corporation  
 120 Delta Dr.  
 Pittsburgh Pa 15238*

SUPPLIER

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

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

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
-----						
***** THIS IS THE END OF RFQ DEFK10017 *****						<b>23,156,000.00</b>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>WMM A. Manard</i>	DATE <i>R.T. 5-5-10</i>	TELEPHONE <i>412-963-2800</i>	DATE <i>5-5-2010</i>
TITLE <i>President</i>	FAX <i>61-1155784</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

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

**SUBMITTED BY:**

Massaro Corporation (Hereinafter called "Bidder")

West Virginia Contractor's License Number: WV WV024187

**SUBMITTED TO:**

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

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

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

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

**BASE BID:**

For the Sum of: Twenty Three Million One Hundred & Fifty Six Thousand.

(\$ 23,156,000.00)

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

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

Alternate No. 1: Phase 2 Earthwork

ADD the sum of: THREE HUNDRED & NINETY FOUR THOUSAND.  
 (\$ 394,000.00 ).

Alternate No. 2: Military Equipment Parking Expansion

ADD the sum of: TWO HUNDRED & THIRTY NINE THOUSAND  
 (\$ 239,000.00 ).

Alternate No. 3: Field Fencing

ADD the sum of: THIRTY EIGHT THOUSAND  
 (\$ 38,000.00 ).

Alternate No. 4: Civic Arena Parking Area

ADD the sum of: NINE HUNDRED & SIX THOUSAND  
 (\$ 906,000.00 ).

Alternate No. 5: Fencing and Gate Upgrade

ADD the sum of: TWENTY THOUSAND  
 (\$ 20,000.00 ).

Alternate No. 6: Vestibule A100

ADD the sum of: ONE Hundred & Ninety Four Thousand  
\_\_\_\_\_ (\$ 194,000.<sup>00</sup> ).

Alternate No. 7: Landscaping

ADD the sum of: Thirty ONE Thousand.  
\_\_\_\_\_ (\$ 31,000.<sup>00</sup> ).

Alternate No. 8: Kitchen Equipment

ADD the sum of: Two Hundred & Fifty FIVE Thousand  
\_\_\_\_\_ (\$ 255,000.<sup>00</sup> ).

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

ADD the sum of: SEVEN Thousand  
\_\_\_\_\_ (\$ 7,000.<sup>00</sup> ).

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

ADD the sum of: Thirty Eight Thousand  
\_\_\_\_\_ (\$ 38,000.<sup>00</sup> ).

Alternate No. 11: Warm-Up Kitchen Equipment

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

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

ADD the sum of: ONE Hundred & Sixty Four Thousand  
\_\_\_\_\_ (\$ 164,000.<sup>00</sup> ).



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

ADD the sum of: ONE HUNDRED & SEVENTY SEVEN THOUSAND  
(\$ 177,000.00).

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

ADD the sum of: Eighty THREE THOUSAND  
(\$ 83,000.00).

Alternate No. 15: Entrance Signs

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

Alternate No. 16: Floor Boxes in Assembly Hall

ADD the sum of: NINE THOUSAND  
(\$ 9,000.00).

Alternate No. 17: Sound System in Assembly Hall

ADD the sum of: Forty FIVE THOUSAND  
(\$ 45,000.00).

Alternate No. 18: Projection Screen in Assembly Hall

ADD the sum of: Eleven THOUSAND  
(\$ 11,000.00).

Alternate No. 19: Wood Athletic Flooring

ADD the sum of: ONE HUNDRED & EIGHTEEN THOUSAND  
(\$ 118,000.00).

Alternate No. 20: Lightning Protection

ADD the sum of: Fifty Six Thous and  
\_\_\_\_\_ (\$ 56,000.00 )

Alternate No. 21: Additional Data Jacks

ADD the sum of: SEVENTY EIGHT Thous and  
\_\_\_\_\_ (\$ 78,000.00 )

If awarded contract on Base Bid, I (we) agree to perform the work to **Substantial Completion and Beneficial Occupancy no later than 1 September 2011**. In addition to liquidated damages specified in Federal Guidelines, General Provisions 54, an additional fee of \$1,250.00 per day to cover expenses to the Government will be assessed. Total liquidated damages are \$2,750.00 first day and \$1,500.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day. The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 90 days.

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

#1-4/15/10 #2-4/22/10 #3-4/26/10 #4-4/27/10

**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#: 61-1155784

**END OF SECTION I**

Submitted By MASSARO CORPORATION  
Per Addendum #3

22 April 2010

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

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

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

Item No.	Quantity	Description	Unit	Unit Price	Amount
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**General Contract Administration**

1	1	Armed Forces Reserve Center (Zones A, B, C)	LS	13,364,942. <sup>50</sup>	
2	1	Maintenance Building (Zone D)	LS	886,000. <sup>00</sup>	
3	1	Mobilization/Demobilization	LS	\$189,073.00	\$189,073.00
4	1	General Administration	LS	\$1,008,586.00	\$1,008,586.00
5	1	Project Quality Control	LS	\$138,038.00	\$138,038.00

**Site General Contract Administration**

6	1	Sitework Mobilization/Demobilization	LS	\$65,000.00	\$65,000.00
7	1	Sitework General Administration	LS	\$95,000.00	\$95,000.00
8	1	Sitework Project Quality Control	LS	\$70,000.00	\$70,000.00
9	1	WVDOH Encroachment Permit (Allowance No. 2)	LS		\$10,000.00

**Site Preparation**

10	1	Site Preparation	LS	\$65,000.00	\$65,000.00
11	1	Gas Line Relocation (Allowance No. 3)	LS		\$200,000.00
12	1	Sediment and Erosion Control	LS	\$40,000.00	\$40,000.00
13	3	Sediment Pond	EA	\$32,000.00	\$96,000.00
14	10	Waste Removal	TN	\$65.00	\$650.00

WVARNG- Fairmont AFRC  
Omni Project No. 20823

1/8

**Submitted By MASSARO CORPORATION  
Per Addendum #3**

22 April 2010

**Earthwork**

15	442,000	Unclassified Excavation	CY	\$3.58	\$1,582,360.00
16	1	6" Lean Concrete Mat	LS	\$476,205.00	\$476,205.00
17	1	Waterproof Coating	LS	\$240,000.00	\$240,000.00
18	15,000	Subgrade Preparation	SY	\$12.50	\$187,500.00
19	300	Soil Drying	TN	\$295.00	\$88,500.00
20	3,000	Soil Conditioning - 12"	SY	\$13.50	\$40,500.00
21	1,000	Soil Conditioning - 18"	SY	\$27.00	\$27,000.00
22	3,000	Over-Excavation	SY	\$25.00	\$75,000.00
23	2,300	6" Subsurface Drains	LF	\$22.00	\$50,600.00
24	1,700	8" Subsurface Drains	LF	\$25.95	\$44,115.00

**Roads**

25	13,000	7" Concrete Paving	SY	\$36.50	\$474,500.00
26	1,070	HMA Wearing Course	TN	\$80.50	\$86,135.00
27	4,420	HMA Base Course	TN	\$77.40	\$342,108.00
28	5,800	Free Draining Base	TN	\$65.60	\$380,480.00
29	5,040	Free Draining Base Trench and Piping	LF	\$22.25	\$112,140.00
30	25,900	Fabric Separation	SY	\$1.16	\$30,044.00
31	4,500	Class 1 Stone	TN	\$22.45	\$101,025.00
32	1	Pavement Marking	LS	\$9,400.00	\$9,400.00
33	163	Wheel Stops	EA	\$163.00	\$26,569.00
34	1,400	Concrete Curbing	LF	\$32.41	\$45,374.00
35	1	Signage	LS	\$8,000.00	\$8,000.00
36	170	Grass Pavers	SY	\$110.00	\$18,700.00

WVARNG- Fairmont AFRC  
Omni Project No. 20823

2/8

Submitted By MASSARO CORPORATION  
Per Addendum #3

22 April 2010

37	730	Gravel Road	LF	\$51.55	\$37,631.50
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**Miscellaneous**

38	400	Screening Berm	LF	\$15.00	\$6,000.00
39	1,500	Sidewalk	SY	\$56.93	\$85,395.00
40	1	Type I Lawn	LS	\$15,000.00	\$15,000.00
41	1	Type II Lawn	LS	\$40,000.00	\$40,000.00
42	1	Type III Ground Cover for Slopes	LS	\$75,000.00	\$75,000.00
43	2	Force Protection Gate	EA	\$25,300.00	\$50,600.00
44	3	24' Sliding Gate	EA	\$5,375.00	\$16,125.00
45	2	16' Swing Gate	EA	\$1,975.00	\$3,950.00
46	1,140	Security Fencing	LF	\$24.50	\$27,930.00
47	1	Concrete Stairs	LS	\$3,434.00	\$3,434.00
48	2	40' Flagpole	EA	\$4,233.00	\$8,466.00
49	800	Retaining Wall	LF	\$242.39	\$193,912.00
50	45	Loading Dock Wall	LF	\$292.00	\$13,140.00
51	1	Vehicle Wash System	LS	\$47,691.00	\$47,691.00
52	1	Oil/Water Separator	EA	\$61,000.00	\$61,000.00
53	1	Loading Ramp	LS	\$97,393.00	\$97,393.00
54	30	Bollards 8"	EA	\$735.00	\$22,050.00
55	20	Bollards 12"	EA	\$2,116.00	\$42,320.00
56	15	Bollards Removable	EA	\$2,136.00	\$32,040.00
57	1	Trash Enclosure	LS	\$23,663.00	\$23,663.00

**Water**

58	20	2" Restrained Joint PVC	LF	\$50.00	\$1,000.00
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WVARNG- Fairmont AFRC  
Omni Project No. 20823

3/8

Submitted By MASSARO CORPORATION  
Per Addendum #3

22 April 2010

59	160	2" PVC Water	LF	\$22.00	\$3,520.00
60	330	4" PVC Water	LF	\$35.00	\$11,550.00
61	1,400	6" PVC Water	LF	\$30.00	\$42,000.00
62	200	6" DIP Water	LF	\$75.00	\$15,000.00
63	200	8" PVC Water	LF	\$47.00	\$9,400.00
64	800	12" PVC Water	LF	\$50.00	\$40,000.00
65	600	12" DIP Water	LF	\$78.50	\$47,100.00
66	1	PIV	EA	\$2,600.00	\$2,600.00
67	4	Fire Hydrant	EA	\$4,000.00	\$16,000.00
68	1	Water Vault	EA	\$29,000.00	\$29,000.00

**Sewer**

69	120	Manholes, Sanitary Sewer	VF	\$380.00	\$45,600.00
70	17	Frame and Cover, Sanitary Sewer	EA	\$500.00	\$8,500.00
71	1,250	6" PVC Sanitary Sewer	LF	\$52.00	\$65,000.00
72	1,400	8" PVC Sanitary Sewer	LF	\$35.00	\$49,000.00
73	3	Cleanout, Sanitary Sewer	EA	\$450.00	\$1,350.00

**Utility Extensions**

26	1,200	HMA Wearing Course	TN	\$80.50	\$96,600.00
74	30	8" DIP Water	LF	\$156.00	\$4,680.00
65	1,200	12" DIP Water	LF	\$85.00	\$102,000.00
67	1	Fire Hydrant	EA	\$4,000.00	\$4,000.00
69	35	Manholes, Sanitary Sewer	VF	\$380.00	\$13,300.00
70	5	Frame and Cover, Sanitary Sewer	EA	\$500.00	\$2,500.00
72	1,560	8" PVC Sanitary Sewer	LF	\$35.00	\$54,600.00

WVARNG- Fairmont AFRC  
Omni Project No. 20823

4/8

**Submitted By MASSARO CORPORATION  
Per Addendum #3**

22 April 2010

75	850	Street Repair	LF	\$21.00	\$17,850.00
76	4	Service Connections	EA	\$1,500.00	\$6,000.00

**GAS**

77	630	2" Gas Service Lines	LF	\$18.00	\$11,340.00
78	700	6" Gas Service Lines	LF	\$28.00	\$19,600.00

**Storm Drainage**

79	800	6" PVC Storm	LF	\$20.00	\$16,000.00
80	780	8" PVC Storm	LF	\$22.00	\$17,160.00
81	900	12" PVC Storm	LF	\$30.00	\$27,000.00
82	1,000	12" HDPE Storm	LF	\$28.00	\$28,000.00
83	2,000	18" HDPE Storm	LF	\$46.00	\$92,000.00
84	1,400	24" HDPE Storm	LF	\$58.00	\$81,200.00
85	1,160	42" HDPE Storm	LF	\$90.00	\$104,400.00
86	1,200	Type 1 Ditch	LF	\$75.00	\$90,000.00
87	200	Type 2 Ditch	LF	\$75.00	\$15,000.00
88	1,800	Type 4 Ditch	LF	\$10.00	\$18,000.00
89	3,000	Type 5 Ditch	LF	\$9.70	\$29,100.00
90	4	Junction Box	EA	\$2,700.00	\$10,800.00
91	1	42" Junction Box	EA	\$3,800.00	\$3,800.00
92	2	Modified Junction Box	EA	\$5,000.00	\$10,000.00
93	35	Type "B" Drop Inlets	EA	\$1,900.00	\$66,500.00
94	35	Type "B" Inlet Grate & Frame	EA	\$575.00	\$20,125.00
95	2	Type "G" Drop Inlets	EA	\$3,500.00	\$7,000.00
96	2	Type "G" Inlet Grate & Frame	LF	\$850.00	\$1,700.00

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Submitted By MASSARO CORPORATION  
Per Addendum #3

22 April 2010

97	1	Modified Inlet	EA	\$4,800.00	\$4,800.00
98	1	Modified Grate & Frame	LF	\$1,000.00	\$1,000.00
99	10	10" Yard Drains	LS	\$800.00	\$8,000.00
100	12	12" In-Line Inlets	EA	\$775.00	\$9,300.00
101	40	Trench Drain and Grate	LF	\$250.00	\$10,000.00
102	3	Concrete Headwall	EA	\$6,800.00	\$20,400.00

## Power and Communications

103	20	Electrical Duct Bank Type 1	LF	\$50.00	\$1,000.00
104	43	Electrical Duct Bank Type 2	LF	\$675.00	\$29,025.00
105	62	Electrical Duct Bank Type 3	LF	\$110.00	\$6,820.00
106	36	Communications Duct Bank Type 1	LF	\$45.00	\$1,620.00
107	1,640	Combined Duct Bank Type 1	LS	\$75.00	\$123,000.00
108	1	Transformer Pad	LS	\$2,019.00	\$2,019.00
109	1	Emergency Generator Pad	LS	\$3,044.00	\$3,044.00
110	1	JICCS Pad	LS	\$1,812.00	\$1,812.00
				<b>Bld Total</b>	<b>23,156,000.00</b>

## ALTERNATE BID ITEM #1 - Phase 2 Earthwork

## Alternate Bid Item #1 - Phase 2 Earthwork

15	98,000	Unclassified Excavation	CY	\$3.58	\$350,840.00
19	10	Soil Drying	TN	\$295.00	\$2,950.00
20	100	Soil Conditioning - 12"	SY	\$13.50	\$1,350.00
22	100	Over-Excavation	SY	\$25.00	\$2,500.00
23	250	6" Subsurface Drain	LF	\$22.00	\$5,500.00

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**Submitted By MASSARO CORPORATION  
Per Addendum #3**

22 April 2010

4	1	General Administration	LS	\$30,860.00	\$30,860.00
				<b>Total</b>	<b>\$394,000.00</b>

**ALTERNATE BID ITEM #2 - Military Equipment**

**Parking Expansion**

18	4,430	Subgrade Preparation	LF	\$12.50	\$55,375.00
29	150	Free Draining Base Trench Piping	SY	\$22.60	\$3,375.00
30	660	Fabric Separation	TN	\$1.16	\$765.60
111	4,430	Fabric, Woven	SY	\$2.80	\$12,404.00
112	3,000	AASHTO #1	TN	\$22.45	\$67,350.00
31	980	Class 1 Stone	TN	\$22.45	\$22,001.00
44	1	24' Sliding Gates	EA	\$5,375.00	\$5,375.00
46	900	Security Fencing	LF	\$24.25	\$21,825.00
	1	Site Lighting	LS	\$30,000.40	\$30,000.40
4	1	General Administration	LS	\$20,529.00	\$20,529.00
				<b>Total</b>	<b>\$239,000.00</b>

**ALTERNATE BID ITEM #3 - Field**

**Fencing**

113	3	24' Double Swing Farm Gate	EA	\$3,250.00	\$9,750.00
114	3,900	Field Fencing	LF	\$6.25	\$24,375.00
4	1	General Administration	LS	\$3,875.00	\$3,875.00
				<b>Total</b>	<b>\$38,000.00</b>

**ALTERNATE BID ITEM #4 - Civic Arena**

**Parking Area**

21	9,900	Soil Conditioning - 18"	SY	\$27.00	\$267,300.00
26	800	HMA Wearing Course	TN	\$80.50	\$64,400.00
27	2,125	HMA Base Course	TN	\$77.40	\$164,475.00
28	2,230	Free Draining Base	TN	\$65.60	\$146,288.00
29	1,800	Free Draining Base Trench & Piping	LF	\$22.25	\$40,050.00

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Per Addendum #3**

22 April 2010

30	9,900	Fabric Separation	SY	\$1.16	\$11,484.00
31	1,680	Class 1 Stone	TN	\$22.45	\$37,716.00
115	1	Pavement Markings	LS	\$4,600.00	\$4,600.00
116	1	Signage	LS	\$5,000.00	\$5,000.00
33	279	Wheel Stops	EA	\$163.00	\$45,477.00
	1	Site Lighting	LS	\$50,000.00	\$50,000.00
4	1	General Administration	LS	\$69,210.00	\$69,210.00
				<b>Total</b>	<b>\$906,000.00</b>

**ALTERNATE BID ITEM #5 - Fencing and Gate Upgrade**

117	1	Fencing/Gate Upgrade	LS	\$18,000.00	\$18,000.00
4	1	General Administration	LS	\$2,000.00	\$2,000.00
				<b>Total</b>	<b>\$20,000.00</b>

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Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

"Executed in Triplicate"

**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 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 Obligee, in the penal sum of Five Percent of Bid Amount (\$5% of Bid Amount) 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  
WVARNG Armed Forces Reserve Center

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  
22nd day of April, 2010.

Principal Corporate Seal

Massaro Corporation  
(Name of Principal)  
By *Joseph A. Massaro III*  
(Must be President or Vice President)  
Joseph A. Massaro III  
President  
(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company  
(Name of Surety)  
*Leslie L. Rudat*  
Leslie L. Rudat, Attorney-in-Fact

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

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

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

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **LESLIE L. RUDAT, ELENA ZUNIC, MARJORIE A. ALTEMUS, WENDY A. BRIGHT, JAMES M. GRIFFITH, 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\*\*\*\*\*)** 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 16th day of December, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

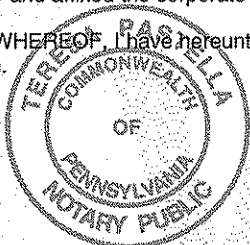


By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 16th day of December, 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.



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

By Teresa Pastella  
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 22nd day of April, 2010.



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

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

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



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

STATE OF Pennsylvania

COUNTY OF Allegheny, TO-WIT:

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

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

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

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

Massaro Corporation  
(Company Name)

By: Joseph A. Massaro III  
Title: President

Date: May 5, 2010

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

By Commission expires 3/11/2013

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

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

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Massaro Corporation

Authorized Signature: *Joseph A. Massaro III* Date: May 5, 2010  
Joseph A. Massaro III

State of Pennsylvania

County of Allegheny, to-wit:

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

My Commission expires 3/11/11, 2013.

COMMONWEALTH OF PENNSYLVANIA  
AFFIX SEAL HERE Notarial Seal  
Barbara A. Haas, Notary Public  
O'Hara Twp., Allegheny County  
My Commission Expires March 11, 2013  
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC *Barbara A. Haas*  
Barbara A. Haas