



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
HOP11145

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067



Mariani and Richards Inc
2800 Library Rd.
Pittsburgh PA 15234

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O

HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
 CENTRAL RECEIVING
 150 HOPEMONT DRIVE
 TERRA ALTA, WV
 26764-7728 304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/01/2011				

BID OPENING DATE: 06/16/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: HOP11145						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

RECEIVED

JUN 16 A 8:01

PURCHASING DIVISION
STATE OF WV

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
TITLE		FEIN		412-884-3737	6-16-11
Vice-President		25-0964230		ADDRESS CHANGES TO BE NOTED ABOVE	

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



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VENDOR

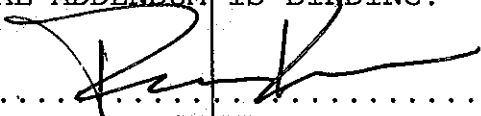
RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 HOPEMONT HOSPITAL
 CENTRAL RECEIVING
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<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 style="text-align: center;">  SIGNATURE Mariani & Richards, Inc. COMPANY 6-15-11 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Vice-President	412-884-3737	6-15-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice-President	25-0964230	

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RFQ COST SHEET HOP11145

BID COST SHEET

DESCRIPTION	TOTAL COST
1. Replace 15 loose laid lintels at window openings located on the Gore Building Complex.	\$ <u>12,000.00</u>
2. Spot pointing bricks and stone.	
3. A test panel to be done of 3'x3' area to establish an acceptable standard of work and serve as benchmark for evaluating and accepting subsequent work.	\$ <u>12,000.00</u>
4. Replace window and door caulking at Gore and Administration Building	\$ <u>24,750.00</u>
5. In-fill openings on roof at the Administration Building at the Elevator room, includes eight small openings and two large circular openings.	\$ <u>10,000.00</u>
6. Color Match and texture type N mortar and cement used for all joints above grade to match existing mortar.	\$ <u>0</u>
7. Repair Chimney at the Administration Building and spot point the remaining chimney.	\$ <u>7,500.00</u>
8. Remove and re-caulk all joints in the top stone band at Gore Building.	\$ <u>7,500.00</u>
9. Power wash all masonry work and seal all masonry after repairs are Complete.	\$ <u>35,350.00</u>
10. Salvage any reusable brick for re-use.	\$ <u>5,700.00</u>
Grand Total	\$ <u>114,800.00</u>

Progressive Payments will be permitted due to the size and complexity of the project. Four payments will be permitted; these may be submitted at 25%, 50%, 75%, and 100% completion. The contractor shall submit to the Owner one original invoice for payment, supported by such data substantiating the contractor's right to payment under the terms in this contract. After agreement by both parties, the Owner shall make payment. Invoices for payment shall be submitted to the Owner for work completed and approved by the Owner.

Successful Bid will be awarded to the lowest responsible bid, meeting specifications.



Vendor Signature

5-15-11
Date

Agency _____
REQ. P. O# HOP11145

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mariani & Richards, Inc.
of 2800 Librart Road, Pittsburgh, PA 15234, as Principal, and Fidelity & Deposit Company
of Maryland of 3910 Keswick Rd. Baltimore, MD 21211, a corporation organized and existing under the laws of the State of
Maryland with its principal office in the City of Baltimore as Surety, are held and firmly bound unto the State
of West Virginia, as Oblgee, in the penal sum of Five Percent (5%) of Bid (5%) 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
Replace 15 Loose Laid Lintels at Window Openings at the Gore Building Complex; Spot Pointing Brick and Stone;
Test Panel: Replace Window and Door Caulking at Gore and Administration Buidling

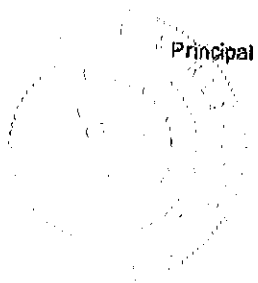
NOW THEREFORE,

- (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 Oblgee 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
16th day of June, 2011

Principal Corporate Seal



Surety Corporate Seal

Mariani & Richards, Inc.
(Name of Principal)

By [Signature]
(Must be President or Vice President)

Vice-President
(Title)

Fidelity & Deposit Company of Maryland
(Name of Surety)

[Signature]
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.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **John V. HEHER, Edward D. RAWLINGS, Rachel M. CRONEN, Vincent T. DEFORE, Janice A. URSCHLER, Erica L. FLACK, Robert P. MILLER, David BLAHNIK and Cheryl I. FICHTER**, all of Pittsburgh, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John V. HEHER, Rachel M. CRONEN, Vincent T. DEFORE, Janice A. URSCHLER, Erica L. FLACK, Robert P. MILLER, David BLAHNIK, Cheryl I. FICHTER, dated August 19, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of November, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

David S. Hewett

By: David S. Hewett Vice President

State of Maryland }
City of Baltimore } ss:

On this 16th day of November, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

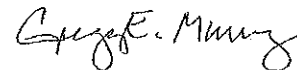
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 16th day of June, 2011.



Assistant Secretary

RFQ No. HOP11145

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: Mardani & Richards, Inc.

Authorized Signature: [Signature] Date: 6-15-11

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 15th day of June, 2011.

My Commission expires June 19th, 2011

AFFIX SEAL HERE

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notary Public
[Signature]
Angela V. Borris, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2011
Member, Pennsylvania Association of Notaries



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

STATE OF Pennsylvania

COUNTY OF Allegheny, TO-WIT:

I, Dennis Kosmer, after being first duly sworn, depose and state as follows:

1. I am an employee of Mariani & Richards, Inc.; and,
(Company Name)
2. I do hereby attest that Mariani & Richards, Inc.
(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.

Mariani & Richards, Inc.

(Company Name)

By:

Dennis Kosmer

Title:

Vice-President

Date:

6-15-11

Taken, subscribed and sworn to before me this 15th day of June.

By Commission expires June 19, 2011

(Seal)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Angela V. Barris, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2011
Member, Pennsylvania Association of Notaries

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.