



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

Solicitation

NUMBER
DNRL13223

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 804-558-8802

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Massaro Corporation 120 Delta Drive, Pittsburgh, PA 15238

SHIP TO

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED
05/09/2013

BID OPENING DATE: 06/27/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20	\$ 22,426,000	
LODGE EXPANSION AT CACAPON RESORT STATE PARK REQUEST FOR QUOTATION (RFQ) THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES; PARKS AND RECREATION, IS SOLICITING BIDS TO PROVIDE ALL LABOR AND MATERIALS FOR THE CONSTRUCTION AND RENOVATIONS AT THE, CACAPON RESORT STATE PARK, BERKELEY SPRINGS, WV., PER THE TERMS AND CONDITIONS, THE PROJECT MANUAL AND PLANS BY: PARADIGM ARCHITECTURE: APRIL 24, 2013. COMPLETE SETS OF PLANS AND PROJECT MANUAL MAY BE OBTAINED BY CONTACTING THE ARCHITECT LISTED BELOW. PARADIGM ARCHITECTURE, INC. ATTN: SHERYL SNIDER 2223 CHEAT ROAD, SUITE 300 MORGANTOWN, WV. 26508 PHONE - 304.284.5015, EXT. 4 FAX - 304.284.5014 EMAIL:SSNIDER@PARADIGM-ARCH.COM BIDDING DOCUMENTS MAY BE PURCHASED FOR THE NON-REFUNDED COST OF: \$500.00. 07/31/13 01:27:22 PM West Virginia Purchasing Division						

SIGNATURE <i>Joseph Massaro III</i>	TELEPHONE 412-963-2800	DATE 7/31/2013
TITLE President	FEIN 61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-8802

VENDOR

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DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED
05/09/2013

BID OPENING DATE: 06/27/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DNRL13223 ***** TOTAL:						\$22,426,000

SIGNATURE <i>Joseph Massaro III</i>	TELEPHONE 412-963-2800	DATE 7/31/2013
TITLE President	FEIN 61-1155784	ADDRESS CHANGES TO BE NOTED ABOVE

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

**Cacapon Resort State Park
Cacapon Lodge
DIVISION OF NATURAL RESOURCES**

FORM OF PROPOSAL-1

Base Bid

The Base Bid shall consist of all of the work described in Section 01 1000 Summary and contained in the Construction Documents.

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in **numbers**.

\$ 22,426,000

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in **words**.

TWENTY-TWO MILLION FOUR HUNDRED TWENTY-SIX THOUSAND DOLLARS

Additive/Deductive Alternates

The Alternate Bids shall consist of all of the work described in Section 01 2300 Alternates.

Provide a lump sum cost to be **added to** the Base Bid for Alternate No. 1

Total Alternate No. 1 Bid: (Entrance Canopy) Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in **numbers**.

ADD \$ 425,000

Total Alternate No. 1 Bid: (Entrance Canopy) Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in **words**.

FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS

**Cacapon Resort State Park
Cacapon Lodge
DIVISION OF NATURAL RESOURCES**

FORM OF PROPOSAL-2

Provide a lump sum cost to be ~~deleted from~~ ^{ADD} the Base Bid for Alternate No. 2

Total Alternate No. 2 Bid:
(Thin Stone Veneer) Lump
sum for all labor, materials,
and equipment as stipulated
in the Bidding Documents,
written in **numbers**.

ADD \$ 170,000

Total Alternate No. 2 Bid:
(Thin Stone Veneer) Lump
sum for all labor, materials,
and equipment as stipulated
in the Bidding Documents,
written in **words**.

ONE HUNDRED SEVENTY THOUSAND DOLLARS

Provide a lump sum cost to be ~~deleted from~~ the Base Bid for Alternate No. 3

Total Alternate No. 3 Bid:
(PTHP Mechanical Units)
Lump sum for all labor,
materials, and equipment as
stipulated in the Bidding
Documents, written in
numbers.

DEDUCT \$ 430,000

Total Alternate No. 3 Bid:
(PTHP Mechanical Units)
Lump sum for all labor,
materials, and equipment as
stipulated in the Bidding
Documents, written in **words**.

FOUR HUNDRED THIRTY THOUSAND DOLLARS

**Cacapon Resort State Park
Cacapon Lodge
DIVISION OF NATURAL RESOURCES**

FORM OF PROPOSAL-3

Unit Prices

The following are Unit Prices for specific portions of the Work as listed and are to be furnished to provide a basis for a change order should the work become necessary. It is not possible at the time of bidding to determine if these two items will be necessary. All Unit Prices shall include Overhead, Profit, Taxes, Bonds, etc. The following is the list of Unit Prices:

Base Bid shall include floor preparation for 'Slab on Grade with new finishes'. Floor preparation shall be defined by the following Specification Sections:

- 09-6223 Bamboo Flooring - paragraph 3.01(B)
- 09-6429 Wood Strip and Plank Flooring - paragraph 3.01(G)
- 09-6500 Resilient Flooring - paragraph 3.01(D)
- 09-6800 Carpeting-3.01 - paragraph 3.01(B)

The Contractor shall include 5,000 square feet of floor preparation in the Base Bid.

Provide a Unit Price for floor preparation as follows:

Unit Price to ADD Floor preparation as defined is \$ 5.00 per square foot. The unit price will be used to determine the amount of a change order, should additional floor areas require preparation beyond the 5,000 square feet included in the base bid. This will only be contemplated should field testing for moisture content in concrete slabs indicate that it is necessary, prior to installation of floor finishes.

Provide a Unit Price for the sprinkler fire pump as described in the bidding documents:

Unit price to ADD the complete installation of sprinkler fire pump with all necessary labor, equipment and mechanical and electrical parts and associated walls and doors as defined in the construction documents for \$ 120,000.00. The unit price to add the sprinkler fire pump will be used to determine the amount of a change order should the pressure test of water line included in this contract not provide the pressure that would satisfy the NFPA Code or the State Fire Marshal. The decision to add this pump will be made by the owner, based on water flow/pressure tests after installation of the new water line.

All changes in the contract will require approval from the Division of Purchasing.

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The award of this contract is contingent upon availability of funds from a bond sale authorized for this project. We anticipate these funds to be available prior to bid opening; however, due to events beyond the control of this Agency, there could be a delay or cancellation of the award. Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

**Cacapon Resort State Park
Cacapon Lodge
DIVISION OF NATURAL RESOURCES**

FORM OF PROPOSAL-4

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

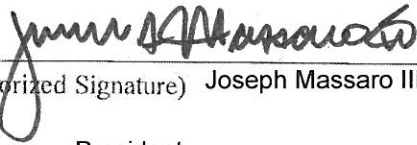
When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

CERTIFICATION AND SIGNATURE PAGE

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

Massaro Corporation

(Company)



(Authorized Signature) Joseph Massaro III

President

(Representative Name, Title)

412-963-2800

(Phone Number)

412-963-2880

(Fax Number)

7/31/2013

(Date)

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Massaro Corporation

Contractor's License No. ██████████

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNRL13223

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

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

Addendum Numbers Received:

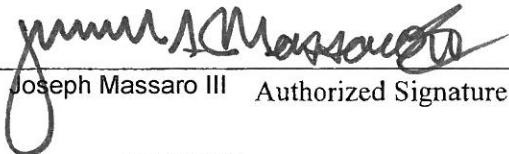
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Massaro Corporation

Company



Joseph Massaro III Authorized Signature

7/31/2013

Date

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



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 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: [Signature]
Joseph Massaro III

Title: President

Date: 7/31/2013

Taken, subscribed and sworn to before me this 31st day of July.

By Commission expires 8/31/16

(Seal) COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jessica L. Ramsey, Notary Public
O'Hara Twp., Allegheny County
My Commission Expires Aug. 31, 2016

[Signature]
Jessica Ramsey (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.

Department of Administration
Agency Purchasing Division
REQ. P.O# DNRL13223

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Lodge Expansion at Cacapon Resort State Park

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
27th day of June, 2013.

Principal Corporate Seal

Massaro Corporation
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
Joseph A. Massaro III, President
(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company
(Name of Surety)
[Signature]
Nancy L. Johnson, 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.


ACKNOWLEDGMENT BY SURETY

STATE
OF Missouri }
City of St. Louis } ss.

On this 27th day of June, 2013, before me personally
appeared Nancy L. Johnson, known to me to be the Attorney-in-Fact of
Liberty Mutual Insurance Company

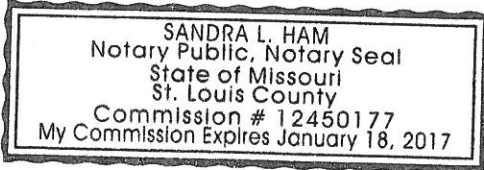
_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid
County, the day and year in this certificate first above written.



Sandra L. Ham
Notary Public in the State of Missouri
County of St. Louis

My Commission Expires: 01/18/2017
(Seal)



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.

Certificate No. 6130497

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cynthia L. Choren; Debra C. Schneider; Heidi A. Notheisen; JoAnn R. Frank; Karen L. Roider; Nancy L. Johnson; Pamela A. Beelman; Sandra L. Ham

all of the city of St. Louis state of MO 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 pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of May, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 20th day of May, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation 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 Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that 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.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of June, 2013.



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

Not valid for mortgage, note, loan, letter of credit, 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.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: [REDACTED]

Classification:

GENERAL BUILDING


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


Date Issued

MAY 11, 2013

Expiration Date

MAY 11, 2014


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Massaro Corporation

Authorized Signature: *Joseph Massaro II*

Joseph Massaro II

Date: 7/31/2013

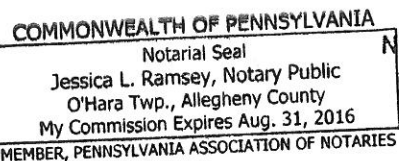
State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 31st day of July, 2013.

My Commission expires 8/31, 2016.

AFFIX SEAL HERE



NOTARY PUBLIC

Jessica L. Ramsey
Jessica Ramsey

Purchasing Affidavit (Revised 07/01/2012)