

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

Request for Quotation

851102036

PAG	E.
	1

AD	DRESSICORRESEONDENCE TO ATTIENTION OF
BUYER	77
DUTER	JJ
304-55	58-2402

*709015521 724-887-8096
GREEN ACRES CONTRACTING CO
PO BOX 463
SCOTTDALE PA 15683

SH H P T O

DATE PRIN	TED	TER	MS OF SAI	E	SHIP	VIA	F.O.B.	::::::::::::::::::::::::::::::::::::::	FREIGHTTERMS
12/08/			vargi ti u u Stein Stei		***************************************				
BID OPENING DATE	: 18548-1855 1854 1854 1854 1854 1854 1854 1854 1854 1854 1854 1854 1854 1854 1854	01/12/	2011	Language const	E-Statement of the statement of the stat	BID	OPENING TIM	1E 01	:30PM
LINE	QUAN	ITITY	UOP	CAT, NO.	ITEM NU	MBER	UNIT PRIC	E	AMOUNT
0001		1	EΑ		929-12			-	
	FURNIS	H MATE	RIAL,	EQUI	PMENT, LA	ABOR FOR	REMOVAL RE	PM	
	:								* 4
			RE		FOR QUOT (RFQ)	TATION			
	AGENCY SOLICI PATCHI	, THE TING B NG OF	WEST IDS F Raise	VIRGI OR TH D PAV	NIA DIVIS E REMOVAL EMENT MAF	SION OF CLEAN	ISION FOR THIGHWAYS IS ING AND PER TH	S	
	OF HIG CAN BE WWW.TR	IRGINI HWAYS FOUND ANSPOR	A DEP STAND AT T TATIO	ARTME ARD S HE FO N.WV.	NT OF TRA PECIFICAT LLOWING L	TIONS RO .INK: /AYS/ENG	TION, DIVIS ADS AND BRI INEERING/	SION	
	BE SUB VIRGIN ADDRES 304-55 DEADLI	MITTED IA STA S SHOW 8-2596 NE FOR	IN W TE PU N IN , OR ALL	RITIN RCHAS THE B VIA E TECHN	G TO SHER ING DIVIS ODY OF TH MAIL AT S ICAL QUES	RI SLONE SION VIA HIS RFQ, SHERI.D.	MAIL AT TH	ST IE IV	RECEIVED
	AT THE RECEIV ISSUED HAS LA	ED WIL BY TH	L BE	ANSWE	RED BY FO	RMAL AD	AL QUESTION DENDUM TO E R THE DEADL	INE 20	JAN 25 A 10: 12 I CHASING DIVISION STATE OF WV
SIGNATURE				SEE RE	/ERSE SIDE FOR T				
	-74	c.				TELEPHONE 724-887	7-8096	DATE	1/18/11
Vice Progie	Jan+	FE	IN O		200		Anness	CHANGES	TO BE NOTED ABOVE



VENDOR

TITLE

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

Request for Quotation

a-To

Ť

851102036

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33 304-558-2402

ADDRESS CHANGES TO BE NOTED AP

***709015521** 724-887-8096 GREEN ACRES CONTRACTING CO PO BOX 463

SCOTTDALE PA 15683 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DOPENINGATE: 01/12/2011 BID OPENING TIME 01:30PM EXHIBIT 5 WEST VIRGINIA CODE 21-10-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WIT 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 BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE BID AS EVIDENCE OF THE WORKPLACE AFFIDAVIT THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. 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 DAY INFERIOR QUALITY OR DO NOTI CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE COUNTY IN WHICH THE WORK IS BEING PERFORMED IN, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT	DATE PRIN	TED	TER	MS OF SALE	SHIP	VIA	FOB,		FREIGHT TERMS
UNE GUANTITY UOP ON TEMNUMBER UNIT FIRE AMOUNT. EXHIBIT 5 WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WIT 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. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAM DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. 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. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE COUNTY IN WHICH THE WORK IS BEING PERFORMED IN, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR REQUIRED BY STATE LAW CONTAINED IN THIS CONTRACT									
WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WIT 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 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. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. 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 INFERTOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE COUNTY IN WHICH THE WORK IS BEING PERFORMED IN, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT		800000000000000000000000000000000000000					<u>01:30</u>	PM	
WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WIT 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. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. 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. WASE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WASE RATES AS ESTABLISHED FOR THE COUNTY IN WHICH THE WORK IS BEING PERFORMED IN, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT	LINE	QUA	NTITY	UOP NO	ITEMNU	IMBER	UNITPRICE		AMOUNT
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. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE COUNTY IN WHICH THE WORK IS BEING PERFORMED IN, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT		WEST VEST ON FREQUIR SUBMITHE BITHE BITTHE BITHE BITTHE BITHE BITTHE BITTH	IRGINI OR A P RES EAC AT THE D. THE SE SIGN CHAP MIT THE D SHAL TO PR E TO PR E TO PR E TO PUR	UBLIC IM H VENDOR E SAME T ENCLOSE ED AND S R'S COMP TER 21 O E SIGNED L RESULT OCEED: LENDAR D UNLESS	PROVEMENT (THAT SUBMITHE AN AFFI DRUG-FREI UBMITTED WITH F THE WEST DRUG-FREE IN DISQUAL THIS CONTRA AYS AFTER OTHERWISE	CONSTRUC ITS A BI IDAVIT O WORKPL ITH THE THE PR VIRGINI WORKPLA LIFICATI ACT IS T THE NOTI SPECIFI	TION CONTRACT D FOR THE WORK F COMPLIANCE W ACE AFFIDAVIT BID AS EVIDENC OVISIONS OF AR A CODE. FAILUR CE AFFIDAVIT W ON OF SUCH BID O BE PERFORMED CE TO PROCEED ED, THE FULLY	TO IT E TI- E ITH	
		CANCEL RIGHT NOTICE SUPPLI WITH T HERE I WAGE R THE HI RATES IS BEI 21-5A, PROJEC ARBITE	LATION TO CAN TO TH ED ARE HE SPE N. ATES: GHER O AS EST NG PER ET, S CT) RATION:	CEL THIS E VENDOR OF AN I CIFICATI THE CONT F THE U. ABLISHED FORMED I EQ. (PRE ANY RE PAYMENT	CONTRACT IF THE MA NFERIOR QUA ONS OF THE RACTOR OR S . DEPARTM FOR THE CO N, PURSUAN VAILING WAS FERENCES MA S DUE (EXC)	IMMEDIAT TERIALS ALITY OR BID AND SUBCONTR ENT OF L DUNTY IN T TO WES GE RATES ADE TO A EPT FOR	ELY UPON WRITT OR WORKMANSHIP DO NOT CONFOR CONTRACT ACTOR SHALL PA ABOR MINIMUM W WHICH THE WOR T VIRGINIA COD APPLY TO THIS RBITRATION OR ANY INTEREST	EN M Y AGE K	
. HELEFRANE WATE	SIGNATURE	1		SEE	REVERSE SIDE FOR			DATE	

FEIN



***709015521**

PO BOX 463

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

724-887-8096

Request for Quotation

851102036

PA	GE
	マ

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33 304-558-2402

8 H - P T O

SCOTTDALE PA 15683

GREEN ACRES CONTRACTING CO

* DATE PRIN	ſED:	TER	MS OF SAL	E	SHIP	VIA		F.O.B	FREIGHT TERMS
12/08/									
BID OPENING DATE:		01/12/	2011			BID	OPENING	TIME 0	1:30PM
LINE	QUAN	NTITY	UOP	CAT. NO.	ITEM NU	JMBER	U	NITPRICE	AMOUNT
					TITUTE O				
	WORKER A CERT							PROVIDE SUCCESSFUL	•
	ALL OF OF THI			CHECK	ED BELOW	WILL BE	A REQU	IREMENT	·
	OF COM ISSUAN THE BI	MERCIA CE OF D DOCU	L GEN CONTR MENTS	ERAL ACT. , THE	SSFUL VEI LIABILIT UNLESS (MINIMUM 250,000.	Y INSURA OTHERWIS	NCE PRI E SPECI	FIED IN	
	FURNIS AN AMO	H PROO UNT EQ	F OF UAL T	BUILD O 100	ERS RISK % OF THE	- ALL R AMOUNT	ISK INS OF THE	IDOR SHALL SURANCE IN CONTRACT.	
	THE BI SUBMIT BIDDER	D PAYA TED WI Shall	BLE T TH EA ALSO	O THE CH BI FURN	STATE OF D AS A B ISH A PE	F WEST V ID BOND. RFORMANC	IRGINIA THE S E BOND	MOUNT OF SUCCESSFUL AND LABOR	
·	BONDS IRREVO SOLVEN	MAY BE Cable T Sure	PROV LETTE Ty co	IDED R OF MPANY	IN THE FOCKEDIT, OF AUTHORIS	DRM OF A DR BOND ZED TO D	CERTIF FURNISH O BUSIN	CONTRACT. TIED CHECK HED BY A HESS IN THE	
	IN LIE UNDER ACCECP	U OF A \$100,0 TABLE	BOND 00. IN LI	WILL PERSO EU OF	ONLY BE NAL OR BO THE 5% I ERIAL BO	ALLOWED USINESS BID BOND	FOR PR	OJECTS ARE NOT	
	() M COVERI THE SU	NG THE	ROOF	ING S NDOR.	YSTEM WI	LL BE A	REQUIRE	NANCE BON MENT OF	ם
SIGNATURE				ುರ್ಟ ಗಟ	ERSE SIDE FOR	TELEPHONE	MUHIUMS	[DATE	
	. ,					THE HOME		UATE	
TITLE		FE	IN				ΔΙ	DRESS CHANGE	S TO BE NOTED ABOVE



TITLE

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

Request for Quotation

851102036

PAGE

ADDRESS CORRESPONDENCE TO A FIENTION OF

BUYER 33 304-558-2402

*709015521 724-887-8096
GREEN ACRES CONTRACTING CO
PO BOX 463
SCOTTDALE PA 15683

6H-R TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRIN	red	TER	MS OF SAI	Ē	SHIP VIA	F.O.B	FREIGHT TERMS
12/08/							
BID OPENING DATE:	lagrania anno anno anno a	01/12/	2011		BID	OPENING TIME 01	:30PM
LINE	QUAI	NTITY	UOP	CAT. NO.	ITEM NUMBER	UNITPRICE	AMOUNT
	REV. 1	1/00				-	
	EXHIBI	T 7					
	DOMEST PROJEC		MINUM	, GLA	SS & STEEL IN PU	BLIC WORKS	
9 *** * *.	SEQ., ALTERA PUBLIC IN THE MORE T STEEL	EVERY TION, WORKS CASE HAN \$5 ARE RE	CONTR REPAI , WHE OF ST 0,000 QUIRE	ACT F R, IM RE TH EEL O OR W D, TH	T VIRGINIA CODE OR CONSTRUCTION, PROVEMENT OR MAI E COST IS MORE T NLY, WHERE THE C HERE MORE THAN 1 E STATE WILL ACC	RECONSTRUCTION, NTENANCE OF HAN \$50,000 AND, OST OF STEEL IS	
	IN ADD FOR US DOMEST THE PR POUNDS	ITION, E AT T IC ALU ODUCT OF ST	ITEM HE SI MINUM IS LE EEL A	S OF TE OF , GLA SS TH RE US	MACHINERY OR EQU PUBLIC WORKS SH SS OR STEEL, UNL AN \$50,000 OR LE ED IN PUBLIC WOR	IPMENT PURCHASED ALL BE MADE OF ESS THE COST OF SS THAN 10,000 KS PROJECTS.	
	ACCEPT TO BE 20% OR PRODUC PRODUC LABOR	ED ONL UNREAS MORE TS. I TS TO SURPLU	Y IF ONABL HIGHE F THE BE SU S ARE	THE C E. S R THA DOME PPLIE A", A	GLASS OR STEEL OST OF DOMESTIC UCH COST IS UNRE N THE BID PRICE STIC ALUMINUM, G D OR PRODUCED IN S DEFINED BY THE OREIGN PRODUCTS	PRODUCTS IS FOUND ASONABLE IF IT IS FOR FOREIGN MADE LASS OR STEEL A "SUBSTANTIAL UNITED STATES	·
	ONLY I PRICE IF, PR	F DOME THAN T IOR TO	STIC HE FO THE	PRODU REIGN AWARD PENDI	CTS ARE 30% OR M MADE PRODUCTS. OF A CONTRACT U NG OFFICER OF TH	ORE HIGHER IN NDER THE ABOVE E SPENDING UNIT	
BIGNATURE				SEE HE	VERSE SIDE FOR TERMS AND CON TELEPHONE	VDITIONS DATE	

FEIN



VENDOR

TITLE

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

Request for Quotation

851102036

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

304-558-2402

SH-P

Ţ

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

***709015521** 724-887-8096 GREEN ACRES CONTRACTING CO PO BOX 463

FEIN

SCOTTDALE PA 15683

DATE PRINT	EO TER	MS OF SALE	SHIP VIA	FOIB	FREIGHT TERMS
12/08/ BID OPENING DATE:		2011	DID	0050100 7145	
LINE	01/12/ QUANTITY	UGP CAT NO	ITEM NUMBER	OPENING TIME (UNIT PRICE	D1:30PM AMOUNT
:	ALUMINUM, GL THAN THE LOW OFFICE MAY R REDUCTION IN ALL VENDORS	HAT THERE ASS OR STE EST BID DO EQUEST, IN THE LOWES MUST INDIC	EXISTS A BID FOR EL THAT IS REASO MESTIC PRODUCTS, WRITING, A REEV T BID FOR SUCH D ATE IN THEIR BID INUM, GLASS OR S	NABLE AND LOWER THE SPENDING ALUATION AND OMESTIC PRODUCTS IF THEY ARE	S.
	EXHIBIT 9		ACKNOWLEDGEMENT	OF CONSTRUCTION	
	TO ABIDE BY CONSTRUCTION	THE FOLLOW PROJECT A	AND/OR AGENCY S ING SCHEDULE IN DDENDA FOR STATE	ISSUING AGENCIES:	
	AND A LIST O AND SPECIFIC AND LIST SHA PURCHASING D	F ALL PART ATIONS FOR LL BE FORW IVISION. OF THE ADD	INEER SHALL PREPIES THAT HAVE PRITHE PROJECT. THE BUY THE BUY THE ARCHITECT/ENENDUM TO THE STAISSUED.	OCURED DRAWINGS HE ADDENDUM ER IN THE STATE GINEER SHALL ALS	
	INTERESTED POPENING DATE	ARTIES AND . ANY ADD FOURTEEN	END THE ADDENDUM , IF NECESSARY, ENDUM SHOULD BE (14) DAYS PRIOR	EXTEND THE BID RECEIVED BY THE	
	(3) ALL ADD BIDDERS AND	SUBMITTE	D BE FORMALLY AC D TO THE STAT	E PURCHASING	LL
IGNATURE		SEE RE)	/ERSE SIDE FOR TERMS AND CO	NDITIONS DAT	E



TITLE

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

Request for Quotation

Ť

851102036

P	AGI		
		6	

ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

BUYER 33 304-558-2402

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

*709015521 724-887-8096 GREEN ACRES CONTRACTING CO PO BOX 463

FEIN

SCOTTDALE PA 15683

DATE PRINTED TERMS OF SALE SHIP VIA FO.B FREIGHT TERMS 12/08/2010 BID OPENING DATE: 01/12/2011 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT DIVISION. THE SAME RULES AND REGULATIONS THAT TO APPLY 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. REV. 11/96 EXHIBIT 10 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 NOS.: 1/11/2011 X NO. 1 X 1/18/2011 NO. 2 1/21/2011 NO. 3 NO. NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE



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

724-887-8096

Request for Quotation

851102036

ADDRESS CORRESPONDENCE TO A TENTION OF

BUYER 33 304-558-2402

8 H P

Ţ

GREEN ACRES CONTRACTING CO PO BOX 463

***709015521**

SCOTTDALE PA 15683

DATE PRIN	TED	TER	MS OF SAL	E	SHIP	VIA	FOB.		FREIGHTTERMS
12/08/							,		
BID OPENING DATE:	Nama wakaza wa waka ka	01/12/	2011	(alicentiano)	rioio.	BID	OPENING TIME	01	:30PM
LINE	QUA	NTITY	HOP	CAT, NO.	ITEMNU	MBER	UNITPRICE		AMOUNT
	INFORM	ATION	ISSUE	D IN	L IS NOT WRITING A FFICIAL A	AND ADDE			
* *					President MPANY, INC	۹	GNATURE MPANY	į	
	REV. 1	/18/201 1/96	<u> </u>	• • • •		DA	TE		
			СО	NTRAC	TORS LICE	ENSE			
	PERSON STATE LICENS LICENS MADE B	S DESI MUST B ING BO E. AP Y CONT L COMP	RING E LIC ARD I PLICA ACTIN LEX,	TO PE ENSED S EMP TIONS G THE BUILD	RFORM CON THE WE OWERED TO FOR A CO WEST VIE	NTRACTINEST VIRGO ISSUE ONTRACTO RGINIA DO DOM 319,	RES THAT ALL G WORK IN THIS INIA CONTRACTO THE CONTRACTOR RS LICENSE MAY IVISION OF LAS CHARLESTON, N	ORS RS BE BOR	
	PROSPE LICENS	CTIVE E NUMB	BIDDE ER ON	R TO THEI	DE 21-11- INCLUDE 1 R BID.				
	BIDDER	CTORS	MPLET		en acres c	ontractin	G COMPANY, INC.		
		CCESSF			WILL BE F	001297 REQUIRED	TO FURNISH A	••••	
				SEE RE	VERSE SIDE FOR		NDITIONS		
SIGNATURE						TELEPHONE		DATE	
TITLE		FE	IIN			1	ADDRESS CHA	NGES	TO BE NOTED ABOVE



と思えりのは

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

SH-P

Ö

RFO NUMBER

851102036

MADDRESS:GORRESPONDENCE TO A TENTION OF

BUYER 33 304-558-2402

***709015521** 724-887-8096 GREEN ACRES CONTRACTING CO PO BOX 463

SCOTTDALE PA 15683

DATE PRINTED		TERMS OF SALE			SHIP	/IA	F.O.B,	FREIGHT TERMS
12/08/								
BID OPENING DATE:		01/12/	2011			BID	OPENING TIME O	1:30PM
LINE	QUAI	VTITY	UOP	ÇAT. NO	ITEM NU	/BER	UNITPRICE	AMOUNT
	CODY O	u			000 1 705	05	· · · ·	
	A PURC					SE PRIO	R TO ISSUANCE OF	
	A FURC	HASE U	KDEKI	CONTR	ACT			
				AP	PLICABLE	LAW		
,	THE WE	ST VIR	GINIA	STAT	E CODE, P	URCHASI	NG DIVISION RULE	
	AND RE	GULATI	ONS,	AND T	HE INFORM	ATION P	ROVIDED IN	
	THE "R	EQUEST	FOR	QUOTA	TION" ISS	UED BY	THE PURCHASING	
	PROCUR		THE S	ULE A	UTHORITY	GOVERNI	NG THIS	
	FROCUR	CHEN!			•		•	
	ANY IN	FORMAT	ION P	ROVID	ED IN SPE	CIFICAT	ION MANUALS, OR	•
	ANY OT	HER SO	URCE,	VERB	AL OR WRI	TTEN, W	HICH CONTRADICTS	
	OR ALT	ERS TH	E INF	ORMAT	ION PROVI	DED FRO	M THE SOURCES AS	
			THE	ABOVE	PARAGRAP	H IS VO	ID AND OF NO	
	EFFECT	•						
	DANKBII	DTCV.	TN T		CNT THE N	ENDOD (O	0UTD10T0D	9
	EOR BA	NKBHPT	CA DD	HE EV	ENI THE V	ENDUR/C	ONTRACTOR FILES AY DEEM THE	
	CONTRA	CT NUI	L AND	VOID	. AND TER	STATE M	SUCH CONTRACT	
	WITHOU				, AND TER		SOCII CUNTRACT	
		-					•	
	REV. 5	/2009				•	,	
1 .								
					T T OF			
	·			NU	TICE			
	A SIGN	ED BID	MUST	BF S	UBMITTED	TO.		
		5-5	11551		521121125	,		
	ם י	EPARTM	ENT O	F ADM	INISTRATI	ON		
	P	URCHAS	ING D	IVISI	ON			
		UILDIN						
					TREET, EA	ST	•	
	"	HARLES	IUN,	WV 2	5305-0130		Ÿ	
SIGNATURE				SEE RE	VERSE SIDE FOR T	ERMS AND CONTELEPHONE	VDITIONS DATE	
		····					DATE	
TITLE		FE	EIN	•			ADDRESS CHANGE	S TO BE NOTED ABOVE



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

Request for Quotation

SH-P

Ť

851102036

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

304-558-2402

VENDOR

*709015521 724-887-8096 GREEN ACRES CONTRACTING CO PO BOX 463

SCOTTDALE PA 15683

DATE PRIN	TED	TEA	MS OF SAL	E		SHIP VIA		FOB.		FREIGHT TERMS
12/08/ BID OPENING DATE:		01/10/								
		<u>01/12/</u> NTITY	2011 UGP	CAT.			ID (OPENING TIM		:30PM
LINE	QUA	NIHI	UUP	NO.	Accessor III	MNUMBER		UNIT PRICE		AMOUNT
	THE EN	IVELOPE						N ON THE FA Sidered:	CE OF	
	SEALED	BID								
	BUYER:	1			33					
	REQ. N	10.:			851	102036			-	
	BID OF	PENING	DATE:	_	01/	12/2011	.			
	BID OF	PENING	TIME:	-	1:3	0 PM				
			OU RE		NG YOU	IN CASE		IS NECĘSSA	R Y -	
	CONCER	PRINT RNING T ROB RO	HIS Q	UOTE:		PERSON	то	CONTACT		
							1	TOTAL SECTION	·III	\$289,520.00
							j	TOTAL SECTION	IV	\$282,120.00
	****	€ THIS	IS T	HE EN	D OF R	FQ 851	102	036 *****	TOTAL:	
·										
			:			-				
	1 2000		1	SEE RE	VERSE SIDE	FOR TERMS A				I.
SIGNATURE	I	HU		,		TELEPH 72	24-88	37–8096	DATE	1/18/11
TWice Presid	dent	FI	EIN .2	5-1271	209.				CHANGES	TO BE NOTED ABOVE



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

Request for Quotation

8 H P

Ť

NATE PRINTED TERMS OF CALE CURINA CONTRACTOR OF CALE

851102036

1

WADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

3<u>04-558-2402</u>

*709015521 724-887-8096 GREEN ACRES CONTRACTING CO PO BOX 463

SCOTTDALE PA 15683

DATE PRINT	<u> </u>	TERMS OF SAL	E	SHIP VI	A	F.O.B.		FREIGHT TERMS
01/11/2 BID OPENING DATE:		0./0.04.4				DOLLTIN DELCE		2.0704
333333333333333333333333333333333333333		9/2011	CAT	AMMERICA CO	redakteralistreesuurist	PENING TIME	Ul:	30PM
LINE	QUANTITY	UOP	CAT. NO	ITEM NUM	oe#	UNITPRICE		AMOUNT
			ADDEN	DUM NO. 1				
T	HIS ADDEN	DUM IS I	SSUEL	TO:				
1	.) EXTEND	BID OPE	NING	DATE FROM	:			
	01/12/	2011 @ 1	:30 I	м то 01/1	9/2011	@1:30 PM		
*	*****	***	END A	DDENDUM N	0. 1***	*****	***	
				:		. *		
0007				20.10				
0001		EA.	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	29-12			er.	
F			EQUIE	MENT, LAB	or for	REMOVAL RPM		
						TOTAL SECTION II	I	\$289,520.00
						IOTAL SECTION IV		\$282,120.00
*	**** TH	IS IS TH	E ENI	OF RFQ	8511020	36 ***** TOT	AL:	
	·							
	•				•			
				:		·	-	
	-							
SIGNATURE		1	SEE RE	VERSE SIDE FOR T	TELEPHONE		DATE	
Lor %	1/11	IFEIN			724-887		<u> </u>	1/18/11
Vice Preside		25-	127120					TO BE NOTED ABOVE
WHI	EN RESPOND	HING TO REC	≀, INSEF	CENAME AND .	ADDRESS	IN SPACE ABOVE LA	ABELE	D VENDOR'



709015521

PO BOX 463

SCOTTDALE PA

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

15683

GREEN ACRES CONTRACTING CO

724-887-8096

Request for Quotation

851102036

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

304-558-2402

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER þ

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 01/18/2011 BID OPENING DATE: 01:30PM 01/19/2011 BID OPENING TIME CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM NO. 2 THIS ADDENDUM IS ISSUED TO: 1.) EXTEND BID OPENING DATE FROM: 01/19/2011 AT 1:30 PM TO 01/26/2011 AT 1:30 PM ********END ADDENDUM NO. 2************ 929-12 0001 EQUIPMENT, LABOR FOR REMOVAL RPM FURNISH MATERIAL, TOTAL SECTION III \$289,520.00 TOTAL SECTION IV \$282,120.00 THIS IS THE END OF RFQ 851102036 ***** TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TEL 724-887-8096 1/24/11 Vice President **ADDRESS CHANGES TO BE NOTED ABOVE**

25-1271209



709015521

PO BOX 463

SCOTTDALE PA

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

GREEN ACRES CONTRACTING CO

724-887-8096

Request for Quotation

851102036

BUYER 33 304-558-2402

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER Ö

DATE PRINTED SHIP VIA TERMS OF SALE F.O.B. FREIGHT TERMS 01/18/2011 BID OPENING DATE: 01/26/2011 BID OPENING TIME 01:30PM QUANTITY UOP LINE ITEM NUMBER AMOUNT UNIT PRICE ADDENDUM NO. 2 THIS ADDENDUM IS ISSUED TO: 1|.) EXTEND BID OPENING DATE FROM: 01/19/2011 AT 1:30 PM TO 01/26/2011 AT 1:30 PM ******END ADDENDUM NO. 2************ 0b01 929-12 EΑ FURNISH MATERIAL, EQUIPMENT, LABOR FOR REMOVAL RPM TOTAL SECTION III \$289,520.00 TOTAL SECTION IV \$282,120.00 THIS IS THE END OF RFQ 8511020B6 ***** TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 724-887-8096 SIGNATURE DATE 1/24/11 FEIN 25-1271209 Wice President

ADDRESS CHANGES TO BE NOTED ABOVE

WY PURCHASING DIVN. Fax 304-558-3970 Jan 21 2 State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130 Quotation

851102036

3 H | |

PAGE 1

*709015521 724-887-8096 GREEN ACRES CONTRACTING CO PO BOX 463

SCOTTDALE PA 15683

BUYER 33 104-558-2402

Jan 21 2011 03:34pm P001/003

50000 1000 1000 1000 1000 1000 1000 100	INTEC	TER	MS OF SALE	2.000	\$ # (•via	EOB.	38-aved	FREIGHTTEHMS
L <u>01/21</u> BID OPENING DA	/2011 TE: /	1 (05/0							
ŁINE		01/26/2 MTTY		CAT NO			OPENING TIME	01	:30PM
				NO	, (REMIN	UNBER	UNITPACE		AMOUNT
	.*		A	DDEN	DUM NO.	3			
	THIS AL	DENDUM	is is	SUED	FOR THE	FOLLOW	NG:		
	1.) RE 2.) AN	EPLACE ISWER T	PAGE 1.	2 WI ACHE	TH THE A	ATTACHED CAL QUES	TION		
	*****	*****	***** <u>E</u> !	ND A	DDENDUM	NO. 3***	*****	****	
0001		Ę	A	9;	29-12				}
	FURNISH	1 MATER	IAL, E	COIP	MENT, LA	BOR FOR	REMOVAL RPM	· -	
							TOTAL SECTION	N III	\$289,520.00
				ŀ			TOTAL SECTION	VI V	\$282,120.00
	*****	THIS	IS THE	END	OF RFQ	85 11 02¢	36 ***** TO	TAL:	
		li li							
						·			
									4
					•				
SIGNATURE			ş ői	EREVE	FISE BIDE FOR 1	ERMS AND COM	DITIONS		
	<u> </u>	1/0	16			TELEPHONE 724-887	-8096	DATE	1/24/11
Wice President		FEIN	25-12°				ADDRESS CHA	MCEC	TO DE NOTED ABOUT
WI	HEN RESPÕ	NDING TO	PFQ, IN	SERT	NAME AND	ADDRESS I	SPACE ABOVE LA	BELÊÎ	D 'VENDOR'

MAINTENANCE OF TRAFFIC

- 1. Maintenance of traffic shall be in accordance with Section 636 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, and all subsequent applicable addendums, and the manual, "Manual On Traffic Control For Streets And Highways", 2006 Edition, latest printing.
- Traffic Control units shall be calculated in accordance with the WVDOH Standard Specifications.
- 3. It shall be the Contractors' responsibility to coordinate traffic control with any adjacent or overlapping project. This coordination shall be done through the District Ten Construction office to insure that any closure shall not conflict with any other closure.
- 4. The Contractor shall perform this work during daylight hours. Lane closures shall be limited to a maximum of 3-1/2 miles in length. In addition, note that the areas where this work is to be performed are prone to occasional heavy fog. At the discretion of the project inspector, work may not be allowed along a particular section while the visibility along the particular section is reduced by fog to 1000 feet or less.
- 5. The channelizing devices used on this project shall be 36" cones. The Contractor may utilize Channelizing ("Grabber") Cones or Drums at their discretion. However, payment shall be based on cones spaced as specified in the Traffic Control Manual described under note 1.

BID SCHEDULE FOR AWARD

Vendors may submit bids for one or more of the individual Sections described. Separate bid sheets are included for each Section. Bids received will be evaluated independently for each Section. Contracts for each Section shall be awarded independently, unless a Vendor is the successful bidder on multiple Sections, in which case all of the work awarded to that Vendor will be combined into one Contract

COMPLETION OF WORK

Each successful bidder shall be required to complete all work that they awarded within thirty (30) calendar days after receipt of the Purchase Order. In the event that the Contractor does not meet this requirement, the Contractor shall be assessed liquidated damages per calendar day in the amount indicated in Section 108.7 of the Standard Specifications manual.

INSPECTION

Inspection of this project shall be provided by the District Ten Construction office. The Contractor shall contact the District Ten construction office at 304-487-5271 a minimum of seven (7) days prior to beginning work. This is required in order to allow for the coordination of inspection personnel.

On page 12 of the bid sheets for the RPM Removal job bidding 1/12/2011, COMPLETION OF WORK. It states 30 days to complete the work . If we (SWANK) would be low bid on all 4 phases, would we get 120 days to complete all 4 phases?

The Contract specs state "Contracts for each Section shall be awarded independently, unless a Vendor is the successful bidder on multiple Sections, in which case all of the work awarded to that Vendor will be combined into one Contract." and "Each successful bidder shall be required to complete all work that they awarded within thirty (30) calendar days after receipt of the Purchase Order.". The Vendor would have 30 days to complete their Contract in the example

851102036 - RAISED PAVEMENT MARKER (RPM) REMOVAL AND **PATCHING**

SCOPE OF PROJECT

The purpose of this Contract is for the removal of all RPM's installed along approximately 70 miles of a concrete surface Interstate roadway, and the cleaning and patching of all existing empty slot cuts and empty slot cuts created by the removal of the RPM's. It shall be the Contractor's responsibility to furnish all material, equipment, personnel, and traffic control necessary for the completion of this Contract.

LOCATION

For bidding purposes, this limits of this project are made up of 4 separate defined sections of roadway, which are as follows:

Section I: Interstate Route 64, Eastbound only, milepost 120.46 (end of () the WV Turnpike) to milepost 138.01 (Summers County line). Included 2010 A within these limits are four interchanges, approximately 13.3 miles of 2lane roadway, approximately 3.5 miles of 3-lane roadway, and approximately 0.7 miles of 4-lane roadway.

Section II: Interstate Route 64, Westbound only, milepost 155.55 (beginning of concrete roadway) to milepost 138.01 (Raleigh County line). Included within these limits are three interchanges and approximately 17.5 1010 A miles of 2-lane roadway.

> Section III: Interstate Route 64, Eastbound only, milepost 138.01 (Summers County line) to milepost 155.55 (end of concrete roadway).

Z630 A Included within these limits are three interchanges, approximately 4.3 miles of 3-lane roadway, and approximately 13.2 miles of 2-lane roadway.

Section IV: Interstate Route 64, Westbound only, milepost 138.01 (Summers County line) to milepost 120.46 (beginning of the WV 2540 & Turnpike). Included within these limits are four interchanges, approximately 7.4 miles of 2-lane roadway, and approximately 10.2 miles of 3-lane roadway.

9,190 A SPECIFICATIONS FOR WORK TO BE PERFORMED
This project shall require the following work to be performed:

The Contractor shall remove all metal castings by heating the RPM installations and prying the RPM castings from the slot cuts, or by other means acceptable to the project inspector. The Contractor shall remove any substantial loose and/or extraneous material in the slot cuts including dirt, cinders, salt, concrete, and shall substantially remove any remaining epoxy adhesive material. The Contractor shall perform all of the above work in a manner that minimizes further damage to the concrete surface.

In order to create a sufficiently roughened, fresh surface to facilitate proper adhesion of the patching material, the Contractor shall sand blast each slot cut to remove any remaining foreign material such as grime, oil, or grease. The sandblasting process shall also substantially remove any remaining remnants of the original epoxy adhesive. Each slot cut shall be blown out with oil / moisture free compressed air immediately prior to the placement of the patching material.

The material utilized for patching on this project shall be Silicone Specialties Inc. (SSI) "SILSPEC®FLEXPATCH CWS" material (http://www.ssicm.com/main.htm), or an equal product meeting the specifications herein. Specifications for the patching material to be utilized are included as an attachment to these specifications. If allowed for by the patching material manufacturer, the Contractor shall reduce the amount of aggregate typically specified to be added to the batch mixture by 10% in order to create a less viscous mixture to facilitate minimal voids in the final patches. This practice is allowed for when using "SILSPEC®FLEXPATCH CWS" material.

The Contractor shall patch all slot cuts, including outlying spalled areas, to a smooth, neat, uniform finish which is level with the surrounding pavement. Dampness is acceptable; however no measurable moisture film shall be present on the concrete surface at the time of placement. If frost is evident on the concrete surface, the Contractor shall insure that all frost is melted on the surface of the area to be patched by using a heating torch. Traffic shall be kept off of all patches for a minimum time period as recommended by the patching material manufacturer. If "SILSPEC®FLEXPATCH CWS" is used as the patching material, this time period shall be based on the "Traffic Open Time" specified in the table contained in the "SILSPEC®FLEXPATCH CWS" data sheet. The Contractor shall follow all other applicable manufacturer recommendations for preparation, placement, and clean-up of the patching material. For mixing, the Contractor may utilize any of the methods recommended by the manufacturer, as applicable, except that no manual hand mixing shall be allowed.

If necessary, it shall be the Contractor's responsibility to consult with the patching material manufacturer or a qualified patching material distributor regarding proper installation procedures and training prior to commencement of this work.

The WVDOH may, at its' discretion, require the Contractor to arrange to have a representative of the patching material manufacturer or a qualified patching material manufacturer distributor on site for observation and technical assistance on the first day that patching operations are performed. If this is to be required, the Contractor shall be informed of this at the time of the award of the Contract.

All waste materials, as applicable, shall be disposed of properly. All metal castings removed by the Contractor shall become the property of the Contractor, and shall be removed from the DOH right of way by the Contractor.

This work shall not include markers installed in Exit ramp gore areas or along multilane exit or entrance ramps. MAINTENANCE OF TRAFFIC

1. Maintenance of traffic shall be in accordance with Section 636 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, and all subsequent applicable addendums, and the manual, "Manual On Traffic Control For Streets And Highways", 2006 Edition, latest printing.

2. Traffic Control units shall be calculated in accordance with the WVDOH

Standard Specifications.

3. It shall be the Contractors' responsibility to coordinate traffic control with any adjacent or overlapping project. This coordination shall be done through the District Ten Construction office to insure that any closure shall not conflict

with any other closure.

4. The Contractor shall perform this work during daylight hours. Lane closures shall be limited to a maximum of 3-1/2 miles in length. Lane closures between the beginning (west end) of Section I and Exit number 125 shall be restricted to the hours of 9AM to 3PM. Lane closures between Exit number 125 and the end (west end) of Section IV shall be restricted to the hours of 9AM to 3PM. In addition, note that the areas where this work is to be performed are prone to occasional heavy fog. At the discretion of the project inspector, work may not be allowed along a particular section while the visibility along the particular section is reduced by fog to 1000 feet or less.

5. The channelizing devices used on this project shall be 36" cones. The Contractor may utilize Channelizing ("Grabber") Cones or Drums at their discretion. However, payment shall be based on cones spaced as specified in

the Traffic Control Manual described under note 1.

BID SCHEDULE FOR AWARD

Vendors may submit bids for one or more of the individual Sections described. Separate bid sheets are included for each Section. Bids received will be evaluated independently for each Section. Contracts for each Section shall be awarded independently, unless a Vendor is the successful bidder on multiple Sections, in which case all of the work awarded to that Vendor will be combined into one Contract.

COMPLETION OF WORK

Each successful bidder shall be required to complete all work that they awarded within thirty (30) calendar days after receipt of the Purchase Order. In the event that the Contractor does not meet this requirement, the Contractor shall be assessed liquidated damages per calendar day in the amount indicated in Section 108.7 of the Standard Specifications manual.

INSPECTION

Inspection of this project shall be provided by the District Ten Construction office. The Contractor shall contact the District Ten construction office at 304-487-5271 a minimum of seven (7) days prior to beginning work. This is required in order to allow for the coordination of inspection personnel.

PATCHING MATERIAL SPECIFICATIONS

The patching material shall be a three component (polymer resin, curing agent, engineered blend of graded aggregates), 100% solids, high-strength, non-shrink, water-proof, abrasion resistant, non-conductive, semi-flexible polymer patching mortar that adheres to concrete and requires no external heat application for curing. The polymer patching mortar shall cure sufficiently to accept traffic within a maximum of four (4) hours at a substrate temperature of twenty (20) degrees Fahrenheit. The material shall be acceptable for use and shall perform as intended at a minimum substrate temperature of ten (10) degrees Fahrenheit. The material shall meet the following physical requirements:

Compressive Strength	1500 PSI min. @ 4 hrs. 2400 PSI min. @ 24 hrs.	ASTM C 579 Method B ASTM C 579 Method B
Bond Shear Strength	650 PSI min.	ASTM C 882
Linear Shrinkage	0.00 %	ASTM C 531
Abrasion Resistance	1.0 max.	ASTM C 501, Table H22
Chloride Ion Perm	1.0 Coulombs max.	AASHTO T-277
Resilience	70% min.	OK/OHD L6
Thermal Compatibility	Pass	ASTM C 884

BID SCHEDULE - SECTION I

Item #	Item Description	UM	Units	Unit Price	Item Total
1	Mobilization	LS	1		
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2010		
3	Slot cut patching	EA	2010		
4	Traffic Control	UNITS	16900		
5	Electric Arrow	DA	15		
6	Shadow Vehicle	DA	8		
7	Traffic Director	HR	150		

BID TOTAL:	
-------------------	--

BID SCHEDULE - SECTION II

Item#	Item Description	UM	Units	Unit Price	Item Total
1	Mobilization	LS	1		
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2010		
3	Slot cut patching	EA	2010		
4	Traffic Control	UNITS	14500		
5	Electric Arrow	DA	4		
6	Shadow Vehicle	DA	8		
7	Traffic Director	HR	150		

BID	TOTAL:	

BID SCHEDULE - SECTION III

Item#	Item Description	UM	Units	Unit Price	Item Total
1	Mobilization	LS	1		
				\$28,000.00	\$28,000.00
2	Existing RPM, removal	EA	2630		·
	of remaining casting and cleaning of slot cut			40.00	105,200.00
3	Slot cut patching	EA	2630	50.00	131,500.00
4	Traffic Control	UNITS	15400	.80	12,320.00
5	Electric Arrow	DA	10	50.00	500.00
6	Shadow Vehicle	DA	10	300.00	3,000.00
7	Traffic Director	HR	200	45.00	9,000.00

BID TOTAL: \$289,520.00

BID SCHEDULE - SECTION IV

Item #	Item Description	UM	Units	Unit Price	Item Total
1	Mobilization	LS	1	\$27,000.00	\$ 27,000.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2540		101,600.00
3	Slot cut patching	EA	2540	50.00	127,000.00
4	Traffic Control	UNITS	16900	.80	13,520.00
5	Electric Arrow	DA	20	50.00	1,000.00
6	Shadow Vehicle	DA	10	300.00	3,000.00
7	Traffic Director	HR	200	45.00	9,000.00

BID TOTAL: \$282,120.00

Agency	Purchasing	Division
	O#8511020	

BID BOND

KI	NOW ALL MEN BY THE	SE PRESENTS, That we	, the undersigned, <u>Green Acres Contracting Company</u> , Inc.
of	Scottdale		, as Principal, and Travelers Casualty and Surety Company of America
of	Blue Bell	<u>, PA</u>	, a corporation organized and existing under the laws of the State of
CT		office in the City of	
of West Vir	ginia, as Obligee, in the	penal sum of Five Perc	ent of Amount Bid (\$ 5%) for the payment of which,
well and tro	uly to be made, we jointly	and severally bind ourse	elves, our heirs, administrators, executors, successors and assigns.
			whereas the Principal has submitted to the Purchasing Section of the
•			thed hereto and made a part hereof, to enter into a contract in writing for
RFQ #85	51102036 Furnish Mat	terial, Equipment, Lab	or for Removal RPM
N	OW THEREFORE,		
hereto and agreement force and e	shall furnish any other be created by the acceptane effect. It is expressly und	cepted and the Principal so conds and insurance required of said hid, then this c	shall enter into a contract in accordance with the bid or proposal attached vired by the bid or proposal, and shall in all other respects perform the obligation shall be null and void, otherwise this obligation shall remain in full the liability of the Surety for any and all claims hereunder shall, in no event,
way impair waive notic	ed or affected by any extension.	tension of the time within	es and agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby
			re hereunto set their hands and seals, and such of them as are corporations
	ed their corporate seals t day ofJanuary		d these presents to be signed by their proper officers, this
Principal C	orporate Seal		Green Acres Contracting Company, Inc. (Name of Principal) (Must be President or
			Vice President) James F. Humberston, Vice President (Title)
Surely Cor	porate Seal	HARTFORD, CONN.	(Name of Surety) By: Jeffrey A. Frank Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, and a power of attorney must be attached.

ACKNOWLEDGEMENTS

Acknowledgement by Principal if Individual or Partnership 1. STATE OF ______ County of _____ _____, a Notery Public in and for the county and state aforesald, do hereby certify that _ whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county. 5. Given under my hand this ______ day of _____ (Notary Public) 6. Notety Seal 8. My commission expires on the ______day of _____ Acknowledgement by Principal if Corporation PENNSYLVANIA 9. STATE OF _____ 10. County of ______WESTMORELAND to-wit: a Notary Public in and for the Debra A. Blaser 12. county and state aforesaid, do hereby certify that _____ James F. Humberston_ signed the foregoing writing for 13. who as. Vice President GREEN ACRES CONTRACTING COMPANY, INC. a corpora has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation. a consoration. 18th January 15. Given under my hand this 18th COMMONWEALTH OF PENNSYLVANIA day of 18. Notary Seal Notarial Seal Debra A. Blaser, Notary Public East Huntingdon Twp. Westmoreland County My Commission Expires Nov. 14, 2011 (Notary Public) 18. My commission expires and he on of Moderns day of November 2011 Acknowledgement by Surety 19. STATE OF Pennsylvania 20. County of __Allegheny to-wit: , a Notary Public in and for the 21. I. Catherine M. Gearinger 23. who ss. Attorney-In-Fact signed the foregoing writing for Travelers Casualty and Surety Company of America a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation. 19th January. day of ____ 25. Given under my hand this COMMONWEAUTH OF PENNSYLVANIA Gearmen Calherene 26: Notary Selatarial Seal Catherine M. Gearinger, Notary Public (Notary Public) Catherine M. Gearinger Ross Two.; Allégheny County My Commission Expires May 10, 2012 28. My commission expires on the 2012 10th May, day of Sufficiency in Form and Monner **Attorney General** Of Execution Approved

(Assistant Attorney General)

This day of ____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Green Acres Contracting Company, Inc.

OR

Project Description: RFQ #851102036 Furnish Material,

Equipment, Labor for Removal RPM

Obligee: State of West Virginia, Department of Administration

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jeffrey A. Frank of the City of Pittsburgh , State of PA , their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of August, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company



















State of Connecticut

City of Hartford ss.

By: George W. Phompson, Senior Vice President

On this the **5th** day of **August**, **2009**, before me personally appeared **George W. Thompson**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2011.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 ^{19th} day of January 2011

Kori M. Johanson, Assistant Secretary



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

BID BOND

KI	NOW ALL MEN BY THE	SE PRESENTS, That we	e, the undersigned, \underline{C}	3reen Acres C	ontracting Cor	npany, Inc.
of	Scottdale	_,PA	, as P	rincipal, and Trav	velers Casualty and S	urety Company of America
of	Blue Bell	. <u>PA</u>	, a corporation or	ganized and exi	sting under the I	aws of the State of
CT	with its principal	office in the City of	Blue Bell	_, as Surety, are	e held and firmly	bound unto the State
of West Vir	ginia, as Obligee, in the	penal sum of Five Pero	ent of Amount Bid	(\$) for	the payment of which,
well and tru	ly to be made, we jointly	y and severally bind ours	elves, our heirs, adm	inistrators, exec	ulors, successor	s and assigns.
Τŀ	ne Condition of the abov	e obligation is such that	whereas the Principa	I has submitted	to the Purchasin	g Section of the
Departmen	t of Administration a cer	tain bid or proposal, atta	ched hereto and mad	le a part hereof,	to enter into a co	ontract in writing for
		terial, Equipment, Lat				
				·		
				 ·		*
N	OW THEREFORE,					
(a) If said bid shall be rej	ected, or				
(b) If said bid shall be ac	cepted and the Principal conds and insurance requ	shall enter into a con	itract in accorda	nce with the bid (It in all other resn	or proposal attached lects perform the
agreement	created by the acceptat	nce of said bid, then this	obligation shall be nu	ill and void, othe	rwise this obliga	lion shall temain in tull
force and e	effect. It is expressly und	derstood and agreed that	the liability of the Su	rety for any and	all claims hereu	nder shall, in no event,
exceed the	penal amount of this ob	ligation as herein stated.				
TŁ	ne Surety for the value i	received, hereby stipulate	es and agrees that th	e obligations of	said Surety and	its bond shall be in no
way impair	ed or affected by any ex	tension of the time within	which the Obligee n	nay accept such	bid, and said Su	rely does hereby
waive notic	e of any such extension					
1N	WITNESS WHEREOF.	, Principal and Surety ha	ve hereunto set their	hands and seals	s, and such of th	em as are corporations
		to be affixed hereunto an				
	day of January		•		, ,	
·	ou) or	1				
Principal C	orporate Seaf			Green Acres	Contracting Co	
, mopar o	orporous out.				, (Name of Pri	ncipal)
÷				By	1-11	16
				7	(Must be Pre	sident or
	·				Vice Preside	•
				James F.		n, Vice President
					(Title)	
Surety Corp	porate Scal	AND SUREY.		Travelers Casi	ialty and Surety	Company of America
•	•			Travelero edec	(Name of Su	
		HARTFORD, CONN.			,	`
		HARTFORD, CONN.		Bv: ()	11. af	
		Marit would have been been been been been been been be		Jeffrey A. Fra	ank	Attorney-in-Fact
		-varieté et sur				, mornoy mir doc

IMPORTANT – Surely executing bonds must be licensed in West Virginia to transact surely insurance. Corporate seals must be affixed, and a power of attorney must be attached.

ACKNOWLEDGEMENTS

Acknowledgement by Principal if Individual or Partnership

1.	STATE OF .		· · ·				-
2.	County of _					to-W	lt:
3.	1,					, a Notary Public in and for the	3
4.	county and a	state aforeseld, do hereby is signed to the foregoing	certify the	at has this day acknow	wledged the same befor	e me in my said county.	_
5.							_,
	Notary Seal						-
8.	My commissi	on expires on the	<u> </u>	day of	• -	·	<u>-</u> ·
		ment by Principal if C		on			
9.	STATE OF	PENNSYLVAN:	IA	<u></u>			_
		WESTMORELA				to-w	M:
					·	, a Notary Public in and for th	10
		state eforesald, do hereb		~	F. Humberston		_
13	who as	Vice Preside	nt			signed the foregoing writing fo	ж
14.	OD DE	N AGDEG GONGOAG	TT 17 /	CMT ANTS TATE		a samarallar	
177	has this day	y, in my said county, befo	re me, ac	knowledged the sa	d writing to be the act a	nd deed of the said corporation.	
15.	Glyan unde	r my hand this 18th VEALTH OF PENNSYLVA	AU A	day of Jar	nuary	$\frac{2011}{1}$	٠
16	Notery Seal	Notarial Seal a A. Blaser, Norsey Public	1	1. Valu	Notery (Notery	laser	
	East Huntin	gdon Two. Wasmicreland Cour	ty		,	•	
18.	. My commis	Mission Expires Nov. 14, 2011 Slow expires Station of Note	ries	day of <u>NOV</u>	ember		
	_	nent by Surety					
19.	STATE OF	Pennsylvania	· •	<u>.</u>			_
20	. County of	Allegheny				to-v	vit
21.		Catherine M. Gear	inger			, a Notary Public in and for th	10
22	. county and	state altresaid, do hereb	y certify t	hat _ Jeffrey A. I	-rank		
23	. who es,	Attorney In-Fact				signed the foregoing writing f	OF
24	Travel	ers Casualty and Sur	ety Cor	npany of Americ	ea	a corporation	n,
	has this day			knowledged the sal		nd deed of the said corporation.	
25	MANNER	r my hand this THOF PENNSYLVANIA	9th	day of	January,	2011	٠-
		otarial Seal Jearinger, Notary Public	2		rue M. X	Harmen Public)	
	Ross Twp My Commissio	., Allegheny County in Expires May 10, 2012	10th	Catherine M. G	caringer	2012	
_		salon expires on the		asy or			- '
	afficiency in LExecution	n Form and Menner Approved			Attorney General		
Tì	nis air	_day of		_ By _	(Assistant Al	tomey General)	-



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Green Acres Contracting Company, Inc.

OR

Project Description: RFQ #851102036 Furnish Material,

Equipment, Labor for Removal RPM

Obligee: State of West Virginia, Department of Administration

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jeffrey A. Frank of the City of Pittsburgh , State of PA , their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of August, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company



















State of Connecticut

City of Hartford ss.

By: George W. Phompson, Septor Vice President

On this the **5th** day of **August**, **2009**, before me personally appeared **George W. Thompson**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2011.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 ^{19th} day of ^{January} , ²⁰¹¹

Kori M. Johanson, Assistant Secretary



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

	Agency20 REQ.P.O#
	BID BOND
KNOW ALL MEN BY THESE PRESENTS,	That we, the undersigned,
of,,	, as Principal, and
	, a corporation organized and existing under the laws of the State of
	of, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of	(\$) for the payment of which,
well and truly to be made, we jointly and severally bir	nd ourselves, our heirs, administrators, executors, successors and assigns.
·	ch that whereas the Principal has submitted to the Purchasing Section of the al, attached hereto and made a part hereof, to enter into a contract in writing for
NOW THEREFORE,	
hereto and shall furnish any other bonds and insuran agreement created by the acceptance of said bid, the	incipal shall enter into a contract in accordance with the bid or proposal attached ace required by the bid or proposal, and shall in all other respects perform the en this obligation shall be null and void, otherwise this obligation shall remain in full ed that the liability of the Surety for any and all claims hereunder shall, in no event, stated.
	stipulates and agrees that the obligations of said Surety and its bond shall be in no e within which the Obligee may accept such bid, and said Surety does hereby
IN WITNESS WHEREOF, Principal and Sur	rety have hereunto set their hands and seals, and such of them as are corporations
•	unto and these presents to be signed by their proper officers, this
day of, 20	
Principal Corporate Seal	(Name of Principal)
	Ву
	(Must be President or Vice President)

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.

Surety Corporate Seal

(Title)

(Name of Surety)

Attorney-in-Fact

AGENCY	(A)
RFQ/RFP#_	(B)

				Bid Bond		
(A)	WV State Agency	KNOW AL	L MEN BY TH	HESE PRESEN	TS, That we, the undersigned,	
. ,	(Stated on Page 1 "Spending Unit")	(C)	of	(D)	(E) , (G) ,	
	Request for Quotation Number (upper	as Principal, and	(F)	of	(G) ,	
	right corner of page #1)	(H)	, a corpo	ration organize	d and existing under the laws	
(C)	Your Company Name	of the State of	<u>(I)</u>	with its princi	pal office in the City of	
(D)	City, Location of your Company				firmly bound unto The State	
(E)	State, Location of your Company	of West Virginia, as	Obligee, in the	penal sum of _	(K)	
(F)	Surety Corporate Name	(\$(L)) for the	payment of wh	ich, well and truly to be made,	
(G)	City, Location of Surety		•	ves, our heirs, a	administrators, executors,	
(H)	State, Location of Surety	successors and assign	ıs.			
(I)	State of Surety Incorporation	The Conditi	on of the above	e obligation is s	such that whereas the Principal	
(J)	City of Surety Incorporation	has submitted to the Purchasing Section of the Department of Administration				
(K)	Minimum amount of acceptable bid a certain bid or proposal, attached hereto and made a part hereof to enter					
	bond is 5% of total bid. You may state	contract in writing fo	r	<u></u>		
	"5% of bid" or a specific amount on			(M)		
	this line in words.					
(L)	Amount of bond in figures					
(M)	Brief Description of scope of work	NOW THE		_		
(N)	Day of the month	(a) If said bid shall be rejected, or				
(O)	Month				rincipal shall enter into a	
(P)	Year				iched hereto and shall furnish	
(Q)	Name of Corporation				or proposal, and shall in all	
(R)	Raised Corporate Seal of Principal				e acceptance of said bid then	
(S)	Signature of President or Vice	this obligation shall b	e null and voice	d, otherwise thi	s obligation shall remain in full	
	President	force and effect. It is	expressly und	erstood and agi	reed that the liability of the	
(T)	Title of person signing				event, exceed the penal	
(U)	Raised Corporate Seal of Surety	amount of this obliga				
(V)	Corporate Name of Surety	The Surety	for value recei	ved, hereby stil	oulates and agrees that the	
(W)	Signature of Attorney in Fact of the	obligations of said Si	irety and its bo	ong snall be in r	o way impaired or affected by	
	Surety				y accept such bid: and said	
NOTE:	Dated, Power of Attorney with Raised	Surety does hereby w				
	Surety Seal must accompany this bid	IN WITNESS WHEREOF, Principal and Surety have hereunto set their				
	bond.	hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers,				
•						
		this <u>(N)</u> da	y or	(() , 20	<u>(P)</u>	
		Dringing Cornerate	reporato Soal		(O)	
		Principal Corporate S	ocai		(Name of Principal)	
		(R)		Ву	(S)	
		(1)	,	<i>D</i> ,	(Must be President or	
					Vice President)	
					(T)	
				*****	Title	
		(U))			
		Surety Corporate Sea			(V)	
					(Name of Surety)	

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

Attorney-in-Fact



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

STATE OF	PENNSYLVANIA
COUNTY C	F WESTMORELAND , TO-WIT:
I,F state as fol	HUMBERSTON, after being first duly sworn, depose and lows:
1. I am	an employee of GREEN ACRES CONTRACTING CO., INC.; and, (Company Name)
2. I do	hereby attest that GREEN ACRES CONTRACTING CO., INC. (Company Name)
mair polic	stains a valid written drug free workplace policy and that such y is in compliance with West Virginia Code §21-1D-5.
The above	statements are sworn to under the penalty of perjury.
	GREEN ACRES CONTRACTING COMPANY, INC.
	(Company Name)
	By:
	Title: James F. Humberston, Vice President
	Date:1/18/2011
Taken, sub	scribed and sworn to before me this 18th day of January 2011.
(Seal) Debra East Huntingo My Commi	Ssion expires November 14, 2011 EALTH OF PENNSYLVANIA Notarial Seal A. Blaser, Notary Public ion Twp., Westmoreland County saleth Expires Nov. 14, 2011 Sylvania Assesiation of Notaries (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.

Rev March 2009

RFQ No.	851102036
---------	-----------

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 exceed 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: GREEN ACRES CONTRACTING COMPANY, IN	IC.	
Authorized Signature:	Date:	1/18/2011
State of PENNSYLVANIA		
County of WESTMORELAND to-wit:		77
Taken, subscribed, and sworn to before me this 18day of January	7	, 20 <u>11</u> .
My Commission expires November 14, 2011 , 20 11	Λ	
AFFIX SEAL HERE NOTARY PUB	BLIC DE	La Gillaser

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Debra A. Blaser, Notary Public East Huntingdon Twp., Westmoreland County My Commission Expires Nov. 14, 2011 Member, Pennsylvania Association of Notaries