



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

Request for Quotation

RFQ NUMBER
 851102028

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 BUYER 33
 304-558-2402

VENDOR

*A22101014 724-335-6000
 SWANK ASSOC CO INC
 632 HUNT VALLEY CIR
 NEW KENSINGTON PA 15068-7067

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
12/07/2010				

BID OPENING DATE: 12/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) REPLACE PAGE 11 OF SPECIFICATION.						
2.) ADD ADDITIONAL SPECIFICATION PAGE. (11-A)						
3.) ADD WV PURCHASING DIVISION CONTRACT FOR WINTER GRADE PATCHING MATERIAL EXCERPT TO SPECIFICATIONS.						
4.) TO EXTEND BID OPENING DATE						
FROM: 12/08/2010 1:30PM						
TO: 12/15/2010 1:30PM						
***** END ADDENDUM NO. 1 *****						
0001	1	EA		550-32	156,358.40	
LABOR AND MATERIALS FOR RAISED PAVEMENT MARKERS						

RECEIVED
 2010 DEC 15 A 10:55
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (724) 335-6000	DATE December 14, 2010
TITLE C.O.O	FEIN 25-1370389	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

INSTRUCTIONS TO BIDDERS

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



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AUCTION

*A22101014 724-335-6000
 SWANK ASSOC CO INC
 632 HUNT VALLEY CIR
 NEW KENSINGTON PA 15068-7067

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/21/2010				

BID OPENING DATE: **12/08/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-32	<i>\$156,358.40</i>	
<p>LABOR AND MATERIALS FOR RAISED PAVEMENT MARKERS</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR THE REMOVAL, CLEANING AND PATCHING OF RAISED PAVEMENT MARKER (RPM), PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHINCAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV DEADLINE FOR ALL TECHNICAL QUESTIONS IS 12/01/2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHSING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WIT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George T Fischer</i>	TELEPHONE (724) 335-6000	DATE 12/14/10
TITLE C.O.O.	FEIN 25-1370389	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

INSTRUCTIONS TO BIDDERS

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3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
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VENDOR

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 632 HUNT VALLEY CIR

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SHIP TO

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11/21/2010				
BID OPENING DATE: 12/08/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NICHOLAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *George Fischer* George Fischer TELEPHONE: (724) 335-6000 DATE: 12/14/10

TITLE: C.O.O. FEIN: 25-1370389 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS</p>						

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FOR VENDOR

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PROJECTS						
<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM, GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p>						

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SIGNATURE	George Fischer	TELEPHONE	(724) 335-6000	DATE	12/14/10
TITLE	C.O.O.	FEIN	25-1370389	ADDRESS CHANGES TO BE NOTED ABOVE	

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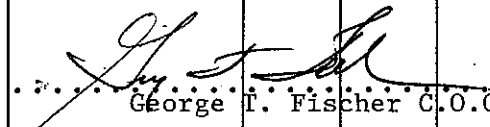
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<p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ...12/7/10.....</p> <p>NO. 2 </p> <p>NO. 3 </p> <p>NO. 4 </p> <p>NO. 5 </p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....  George T. Fischer C.O.O. SIGNATURE</p>						

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SIGNATURE 	George Fischer	TELEPHONE (724) 335-6000	DATE 12/14/10
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<p>..... SWANK ASSOCIATED COMPANIES, INC. COMPANY</p> <p>..... 12/14/10 DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: SWANK ASSOCIATED COMPANIES, INC.</p> <p>CONTRACTORS LICENSE NO.: WV012391</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN</p>						

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NEW KENSINGTON PA 15068-7067

SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/21/2010				

BID OPENING DATE: **12/08/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQ. NO.:		851102028
				BID OPENING DATE:		12/08/2010
				BID OPENING TIME:		1:30 PM
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		(724)335-3834

				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:		Mike Golembiewski

				***** THIS IS THE END OF RFQ	851102028	***** TOTAL: \$156,358.40

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George Fischer</i>	TELEPHONE (724) 335-6000	DATE 12/14/10
TITLE C.O.O.	FEIN 25-1370389	ADDRESS CHANGES TO BE NOTED ABOVE

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

851102028 - RAISED PAVEMENT MARKER (RPM) REMOVAL AND PATCHING

SCOPE OF PROJECT

The purpose of this Contract is for the removal of selected RPM's along approximately 14.2 miles of a asphalt surface expressway 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 Vendor's responsibility to furnish all material, equipment, personnel, and traffic control necessary for the completion of this Contract.

LOCATION

The limits of this project are as follows:

- U.S Route 19 Northbound, Nicholas County milepost 21.82 (beginning of taper for truck climbing lane) to Braxton County milepost 2.87 (beginning of recently resurfaced section), and from Braxton County milepost 5.55 (end of recently resurfaced section) to Braxton County milepost 6.86 (end of lane line RPM's). Included within these limits are one interchange, approximately 9.8 miles of 2-lane roadway, and approximately 4.4 miles of 3-lane roadway.
- U.S Route 19 Southbound, Braxton County approximate milepost 6.86 (beginning of lane line RPM's) to Braxton County milepost 5.55 (beginning of recently resurfaced section), and from Braxton County milepost 2.87 (end of recently resurfaced section) to Nicholas County milepost 21.82 (beginning of taper for truck climbing lane in the NB direction). Included within these limits are one interchange, approximately 11.2 miles of 2-lane roadway, and approximately 3.0 miles of 3-lane roadway.

SPECIFICATIONS FOR WORK TO BE PERFORMED

This project shall require the following work to be performed:

Immediately after installation of the Vendor's traffic control, a representative of the Vendor shall accompany the project inspector who will identify to the Vendor rep existing castings to be removed and existing slot cuts to be cleaned and patched within the closure. This shall be based on the project inspector's discretion, and the project inspector shall make all final determinations. Suggested guidelines for determining the condition of existing castings is included as part of this Contract for guidance only. It is recommended that all castings determined to be in a condition of "STAGE 4" or worse be removed.

The Vendor shall remove the remaining portions of select 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 Vendor shall prepare the edges of the slot cuts for patching by removing additional material as needed to insure that there exist no recessed voids under the edges of the surrounding pavement surface, and to insure that the surface to which the patching material is

to be placed against is sound. The Contractor shall then remove any additional foreign, loose, and/or extraneous material in the slot cuts including dirt, cinders, salt, asphalt material, grime, oil, or grease. Remnants of the original epoxy adhesive shall be substantially removed. The Vendor shall perform all of the above work in a manner that minimizes further damage to the road surface.

The material utilized for patching shall be a "Winter Grade Bituminous Patching Mix". An excerpt from the WV Purchasing Division Contract for Winter Grade patching materials is attached to this Contract for reference. Please note the following:

- The material utilized for this Contract shall be a "Modified Winter Grade Bituminous Patching Mix", per the above referenced excerpt. The Aggregate Type used, per the table on page 3 of the excerpt, shall be a Blend of #8 with a minimum of 50% #9.
- Where this excerpt references "Contractor", substitute "patching material supplier".
- Where this excerpt references test reports or other information to be presented or supplied to the WVDOH by the liquid asphalt supplier and/or the patching material supplier, this information shall be supplied to the WVDOH by the Vendor.
- Where this excerpt references the storage of materials on the Division's lot, the Vendor's lot, or the Contractor's lot, note that no materials shall be stockpiled on the WVDOH's property. All stockpiling, testing, and/or visual evaluations shall be at the Vendor's or patching material supplier's facilities. Visual evaluations may be performed at the stockpiling facility or the initial material transported to the job site may be visually inspected to fulfill this requirement.
- Applicable testing, reports, and evaluations referenced in the excerpt may be waived provided the Vendor utilizes material that has previously been accepted by the WVDOH to be supplied directly to the WVDOH in conjunction with a Purchasing Division material supply Contract, and that also meets the specific requirements described herein.

All routes used to transport the patching material used for this work shall have acceptable load limits on both roads and bridges.

The Vendor shall patch all slot cuts, as directed by the project inspector. Dampness of the surface to be patched is permissible; however, no moisture film shall be present on the surface of the area to be patched during the patching operations. Immediately prior to placement of the patching material, each slot cut shall be blown out with oil / moisture free compressed air, and the surface to be patched shall be heated with a torch to the point at which the binder in the existing surface begins to bubble or turn into a liquid form. If, in the inspector's opinion, there is excessive moisture between the existing base and wearing course layers, the Vendor shall coat the surface adjoining these two layers with a tack coat material recommended by, and applied as recommended by, the

patching material supplier in order to seal off the moisture as much as possible. The Vendor shall apply moderate heat, per the inspector's direction, to the patching material as it is placed into the slot cuts to improve workability and to insure a good seal and bond. Patched areas shall be thoroughly compacted with an asphalt roller equal to at least 3-tons. The Vendor shall patch each slot cut such that there is a nominal, acceptable amount of material above the level of the surrounding existing pavement surface in order to allow for further compaction by roadway traffic. The Vendor shall apply a light coating of sand to each completed patch sufficient to remove any remaining tackiness on the patch surface.

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

This work shall not include markers installed in Exit ramp gore areas or along multi-lane 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 Nine 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.

COMPLETION OF WORK

The successful bidder shall be required to complete this work 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 Nine Construction office. The Contractor shall contact the District Nine construction office at 304-647-6809 a minimum of seven (7) days prior to beginning work. This is required in order to allow for the coordination of inspection personnel.

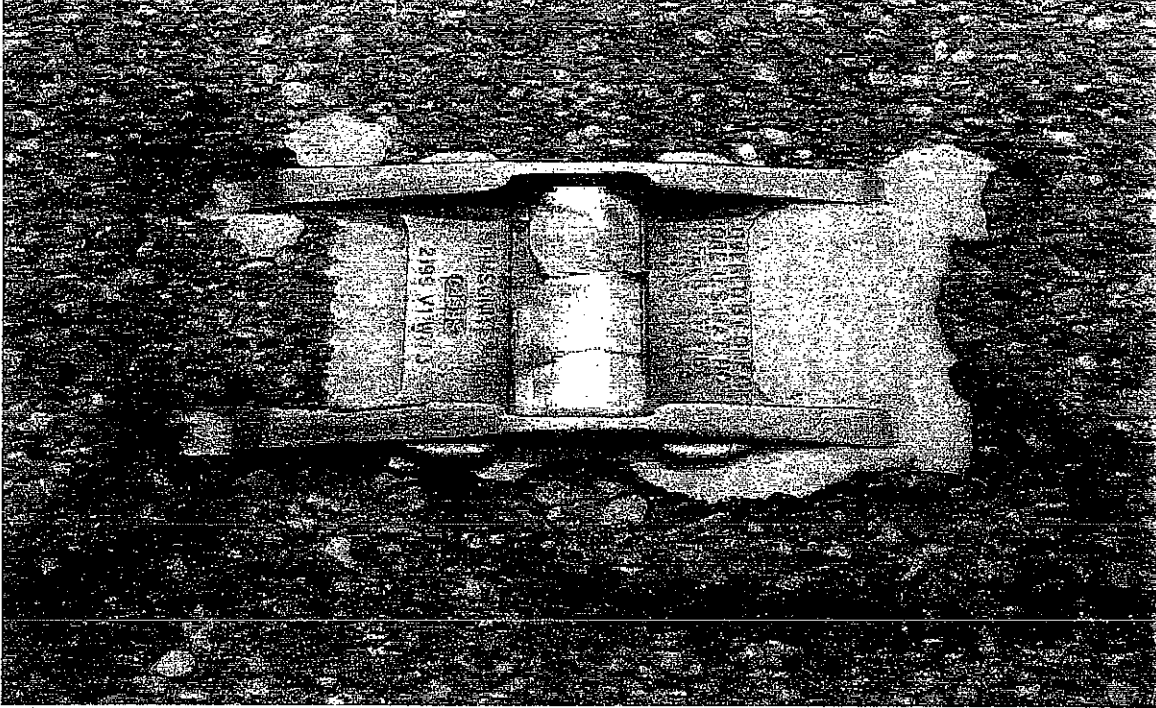
BID SCHEDULE

Item #	Item Description	UM	Units	Unit Price	Item Total
1	Mobilization	LS	1	15,000.00	15,000.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	1580	12.99	20,524.20
3	Slot cut patching	EA	1580	39.99	63,184.20
4	Traffic Control	UNITS	29000	1.50	43,500.00
5	Electric Arrow	DA	6	25.00	150.00
6	Shadow Vehicle	DA	16	250.00	4,000.00
7	Traffic Director	HR	200	50.00	10,000.00

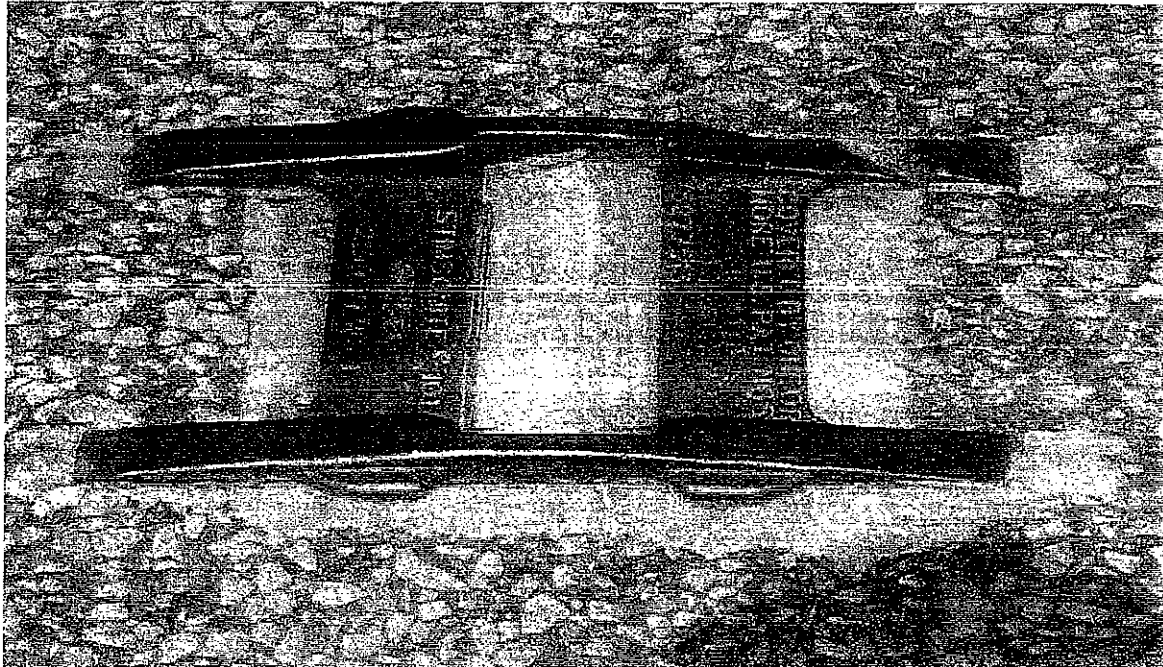
BID TOTAL: 156,358.40

CASTING CONDITION ASSESSMENT GUIDELINES

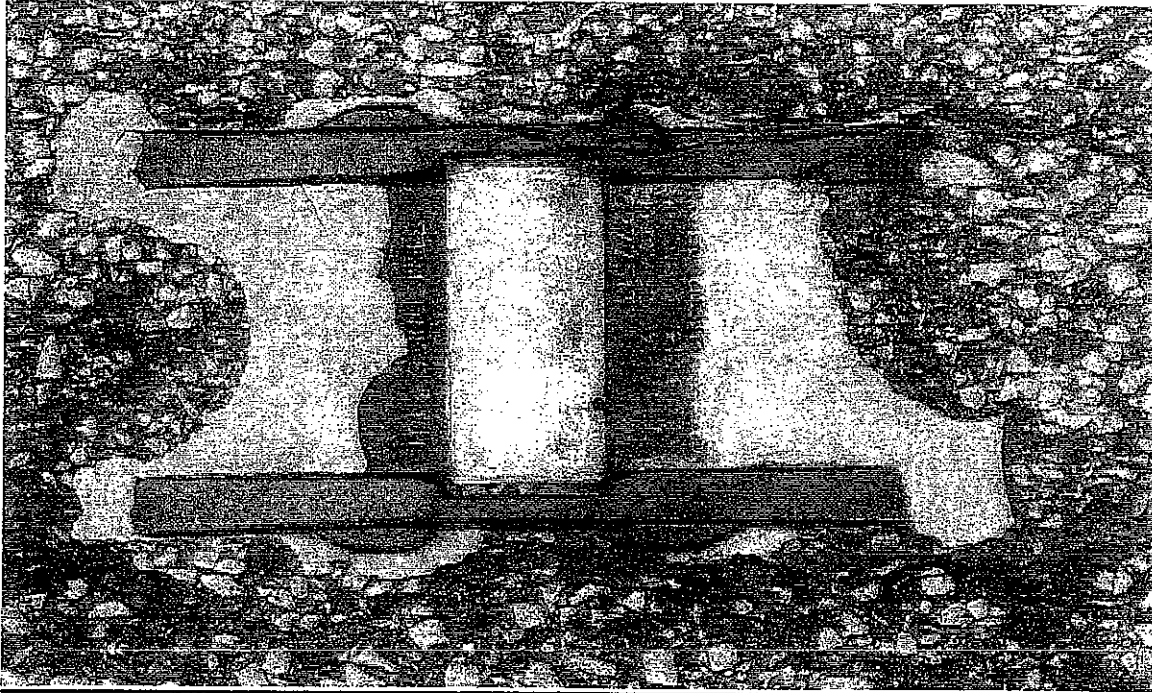
STAGE 1 – Possible raveling around casting, but no damage to casting. Uniform wearing only.



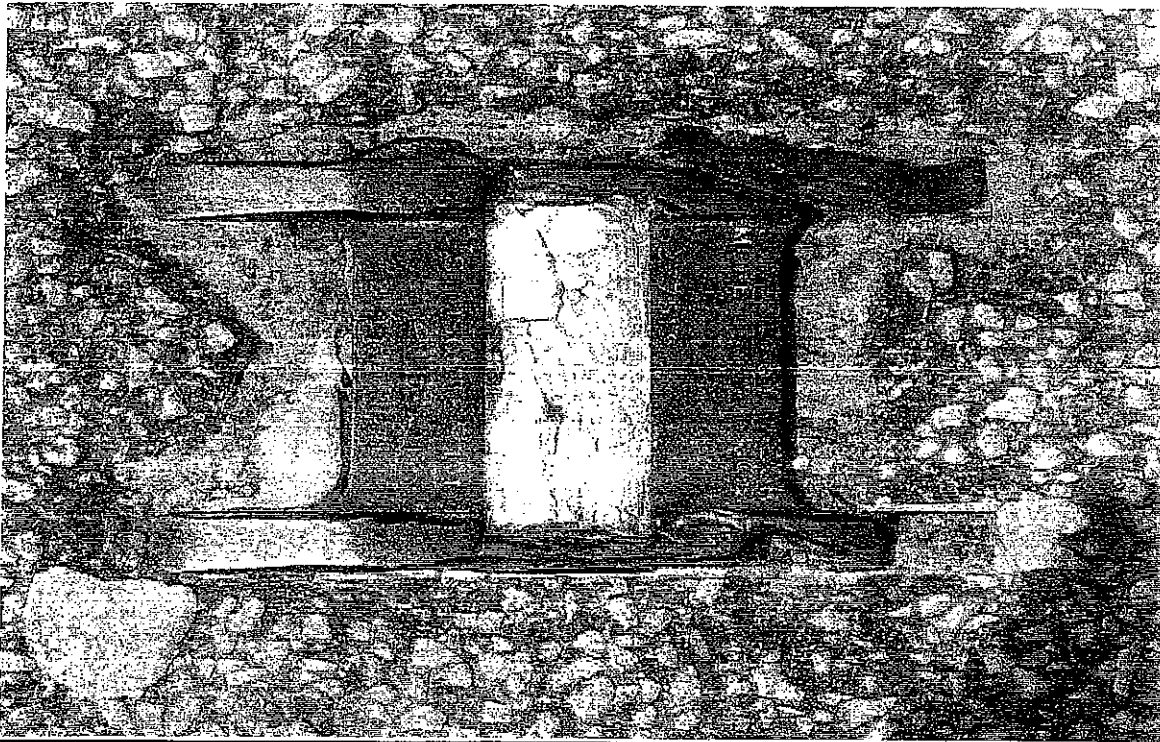
STAGE 2 – Minor damage to front keels. Damage to keels limited to cracks prior to main body of casting. No damage to main body of casting. Pieces of leading edges of keels may be missing prior to crack.



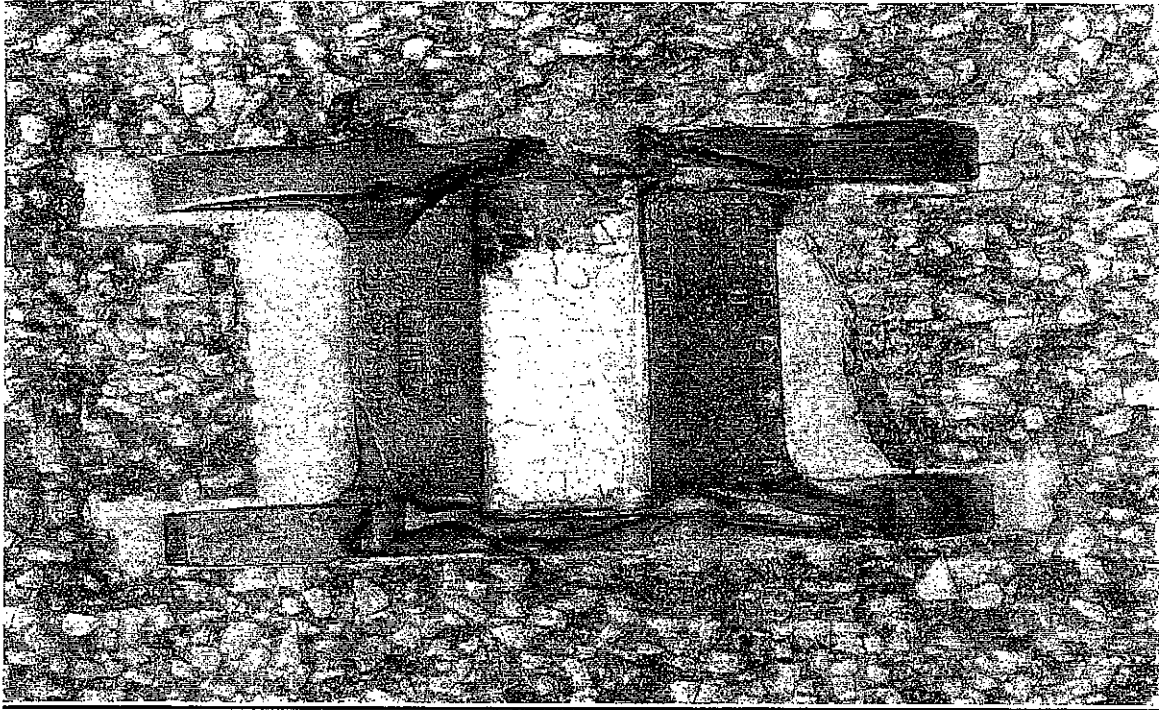
STAGE 3 - Minor damage to front keels, primarily cracks, prior to main casting body. Pieces of keels may be missing prior to crack. Some damage to keels after start of main casting body, such as cracks or edges of keel(s) sheered off. No damage to rail alongside reflector other than uniform wearing.



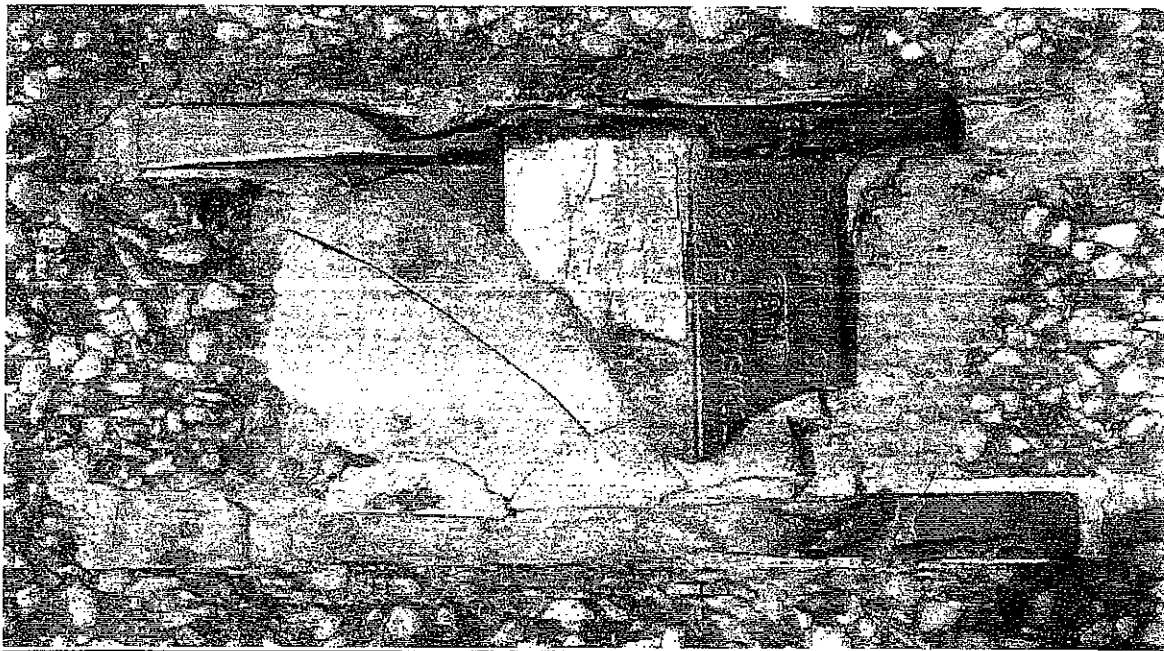
STAGE 4 - More severe damage to keels beyond beginning of main casting body. Damage to side rails alongside reflector. Little protection, if any, left for reflector.



STAGE 5 – Keels and possibly also side rails showing heavy damage. Keels and/or side may be separating from main body of casting. Reflector no longer protected.



STAGE 6 – Severe damage. Casting, including main body, separated into multiple pieces. Large pieces may be missing. Major cracking in main body of casting.





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

STATE OF Pennsylvania

COUNTY OF Westmoreland, TO-WIT:

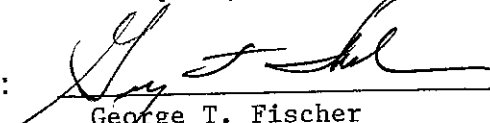
I, George T. Fischer, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Swank Associated Companies, Inc.; and,
(Company Name)
- 2. I do hereby attest that Swank Associated Companies, Inc.
(Company Name)

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

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

Swank Associated Companies, Inc.
(Company Name)

By: 
George T. Fischer
Title: C.O.O.

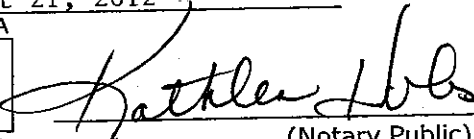
Date: 12/14/10

Taken, subscribed and sworn to before me this 14th day of December 2010.

By Commission expires August 21, 2012

(Seal)

Notarial Seal Kathleen Holmes, Notary Public Upper Burrell Twp., Westmoreland County My Commission Expires Aug. 30, 2012 Member, Pennsylvania Association of Notaries


(Notary Public)
Kathleen Holmes

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.

**WV Purchasing Division Contract for Winter Grade Patching
Materials Excerpt**

DESCRIPTION

The patching material shall be composed of a suitable aggregate plant mixed with a liquid asphalt material and chemical additives. The asphalt material with additives shall be capable of coating the aggregate without stripping. The material shall maintain adhesive qualities for all moisture conditions in the patched areas, except those having standing water.

WV Purchasing Division Contract for Winter Grade Patching Materials Excerpt (Continued)

MATERIALS

AGGREGATE

The coarse aggregate shall be a clean material consisting of crushed stone, crushed gravel or slag, meeting the requirements of the Division of Highways' Standard Specifications subsections 703.1, 703.2 and 703.3 respectively. Fine aggregate shall meet the requirements of the Division of Highways' Standard Specifications subsection 702.3. The gradation of the final mixture shall be the same as the Vendor's currently approved plant mix formula for Type 1 Hot-Mix Asphalt Wearing Course when Standard Winter Grade Bituminous Patching Mix is being produced.

When Modified Winter Grade Bituminous Patching Mix is being produced, the aggregate gradation shall be as recommended by the supplier of the liquid asphalt with additives. Allowable standard aggregate sizes shall be #89, #9, or a blend composed of #8 with a minimum of 50% #9.

The gradation shall be determined in accordance with AASHTO T-27 and T-11.

The aggregate fraction of the final mixture shall meet the crushed particle requirements of Subsection 703.2.2 of the Division of Highways' Standard Specifications. Questionable aggregates shall be tested as per MP 703.00.21, except the No. 8 sieve will be used.

ASPHALT MATERIAL

1. Standard Winter Grade Bituminous Patching Mix
The asphalt material shall conform to the requirement of the West Virginia Division of Highways' Standard Specifications, Subsection 705.1. Tests conducted by the supplier shall be presented to the respective Division of Highways District Materials Engineers/Supervisors for review prior to production of Standard Winter Grade Bituminous Patching Mix. This liquid asphalt shall also contain a minimum of 2.5% chemical anti-stripping additive.

Or,

2. Modified Winter Grade Bituminous Patching Mix
The asphalt material shall be liquid asphalt with a chemical anti-stripping additives conforming to the requirements of AASHTO M82 or as modified to meet the requirements of the asphalt supplier. The asphalt shall contain a minimum of 2.5% chemical anti-stripping additive.

Results from the following test methods and any additional tests conducted by the supplier shall be presented to the respective Division of Highways District Materials Engineer/Supervisor for review prior to production of Modified Winter Grade Bituminous Patching Mix.

Modified Asphalt Test

- (1) Flash Point °C (°F)-AASHTO T79
- (2) Kinematic Viscosity in cSt at 60°C (140°F)
Requirement – 350 to 500 cSt-AASHTO T201

WV Purchasing Division Contract for Winter Grade Patching Materials Excerpt (Continued)

- (3) Water (%) Requirement-0.2% maximum-AASHTO T55
- (4) Distillate Test-AASHTO T78

% To 225°C (437°F)
 % To 260°C (500°F)
 % To 315°C (600°F)
 Residue (%) at 360°C(680°F)

Residue Tests

- (5) Ductility at 25°C(77°F)-AASHTO T51
- (6) Solubility Test-AASHTO T44

COMPOSITION OF MIXTURE

The aggregates and asphalt material shall be combined in such proportions that the composition by weight of the finished mix shall meet the requirements of the plant mix formula.

The aggregate fraction of the mixture shall be evaluated in accordance with AASHTO T-27 and T-11, and shall meet the requirements of the plant mix formula range. Any material failing to meet specification requirements on any sieve shall not be approved.

The asphalt fraction of the Standard Winter Grade Bituminous Patching Mix shall be a minimum of 5.0% when low-absorptive aggregates (<1.5%) are used and a minimum of 5.5% when high-absorptive aggregates (>1.5%) are used.

For Modified Winter Grade Bituminous Patching Mix the minimum amount of asphalt shall be as indicated in the table below. The amount of asphalt for all Winter Grade Bituminous Patching Mixtures shall be sufficient to thoroughly coat the aggregate particles and provide enough adhesion to hold the compacted particles together under traffic conditions when properly placed and to assure that the aggregate particles remain sufficiently coated after stockpiling.

Minimum Asphalt Content for Modified Patching Mix		
Aggregate Type	#89 or Blend of #8 with minimum of 50% #9	#9
% Asphalt ^{Note-1}	5.5%	6.0%

Note-1: Add a minimum additional 0.5% asphalt to the above values for mixtures containing high-absorptive aggregates (>1.5%)

WV Purchasing Division Contract for Winter Grade Patching Materials Excerpt (Continued)

PLANT MIX FORMULA

The plant mix formula for Modified Winter Grade Bituminous Patching Mix shall be in accordance with the recommendations of the supplier of the liquid asphalt with additives. The plant mix formula composition report, which shall include the percentage of chemical anti-stripping additive, shall be forwarded to the District Materials Supervisor/Engineer before the mix is produced.

A plant mix formula for Standard Winter Grade Bituminous Patching Mix shall be developed in accordance with MP 401.02.22, and as modified by the Marshall Test Procedure described in AASHTO T-245 for cutback asphalts. Initial submission of the proposed plant mix formula for Standard Winter Grade Bituminous Patching Mix will not be considered unless accompanied by sufficient test data developed by supplier to indicate that the formula being proposed can be met. As a minimum, this test data shall include: three separate gradations of samples taken from the hot bin, or separate gradations from cold bins or storage facility, the percentage of each material to be used and the calculated combined gradation. The test data submitted shall have been developed from material that is to be used in the proposed mix. Additional data which shall be submitted includes that described in MP 401.02.22. This data will not be required to meet the limits given in the design property tables. The air void content for Standard Winter Grade Bituminous Patching Material shall be 4-7 percent.

The proposed plant mix formula for Standard Winter Grade Bituminous Patching Mix shall be documented on Department Form T400 and together with plant calibration test data set forth above shall be forwarded to the District Materials Engineer/Supervisor. The percentage of chemical anti-stripping additive shall be included in the documentation. The T400 shall then be transmitted to the Materials Control and Testing Division for final review and revision.

CHANGES IN PLANT MIX FORMULA

Should the contractor at any time propose to change the source of aggregate in the mix, the definite asphalt content or change the source of the bituminous material, the provisions of the Division of Highways' Standard Specifications subsection 401.4.2 shall apply.

QUALITY CONTROL TESTING

Quality control is the responsibility of the contractor. Quality control testing shall include daily asphalt content and gradation analysis of the design aggregate structure during production. Since the aggregate and asphalt material are required to be measured separately and accurately to the proportions of the plant mix formula, the asphalt content may be determined by calculating the percentage by total weight of mix. However, all standard methods of determining the asphalt content of the mixture that are allowed for hot-mix asphalt under Section 401 of the Division of Highways' Standard Specifications are acceptable. The ignition oven test method (AASHTO T308) would require an asphalt content correction factor, however, due to the low flash point of most asphalts used in Winter Grade Bituminous Patching Mix, this test method is not recommended. If the AASHTO T164 solvent extraction test method is used, a non-chlorinated solvent may be substituted for the standard specified solvent, and the test method may be modified as per the recommendations of the solvent supplier.

WV Purchasing Division Contract for Winter Grade Patching Materials Excerpt (Continued)

In addition, for each day of production, the completed mix shall be tested for aggregate coating as follows. Obtain a 100 – 150 gram sample and allow it to cure to normal laboratory temperature. Place the sample in a glass jar of sufficient size that the loose sample will protrude to a level of no more than half of its capacity. Cover the sample with water to approximately three-quarters of the capacity of the jar. Place a tight fitting cover on the jar and allow it to stand for a period of 20 to 24 hours at normal laboratory temperature. The sample jar shall then be vigorously agitated for a period of 30 seconds. Pour the water from the jar, remove the sample, and spread it on a flat light-colored surface (nonstick laboratory paper is recommended). Allow the sample to air dry and visually examine it for stripping of the asphalt film from the aggregate. Estimate the amount of coated aggregate. Any thin brownish, translucent areas are to be considered fully coated with an asphalt film. Document the results of this test. The mixture shall be considered acceptable if at least 95% of the aggregate is coated. Insufficient coating may require reworking of the mixture and/or an additional amount of anti-stripping additive.

ACCEPTANCE OF THE MIXTURE

Acceptance of Winter Grade Bituminous Patching Mix shall be the responsibility of the Division. This shall be accomplished by monitoring the contractor's quality control testing and reviewing all test data relevant to the mixture.

In addition, if the completed mixture shows signs of stripping, the Division shall choose to either monitor the contractor's quality control aggregate coating test or conduct their own test and visually estimate the amount of coated particles. Document the results of this test. Although this is a visual estimation, the contractor should be immediately notified if the Division's test results are below 95%. A low coating percentage should be an indicator for the Division to closely monitor the mixture after stockpiling. All Division testing of Winter Grade Bituminous Patching Mix shall be performed by the District Materials Section.

After the mixture is stockpiled on the Division's lot, it shall be visually evaluated for any appearance of excessive non-fully coated aggregate particles. If considered necessary, the Division shall evaluate the mixture in accordance with ASTM D2489 (based on two-sample average) to determine if at least 97% of the coarse aggregate particles are fully coated. This evaluation shall take place within the first week after stockpiling. If the mixture is less than 97% coated, the contractor will be required to provide new material or remove the existing stockpile material from the Division's lot, rework it to an acceptable condition with additional asphalt and/or chemical anti-stripping additive as needed, and return it to the Division's lot.

PREPARATION OF MIXTURE

The aggregate shall be heated to insure that it is surface dry at the time of mixing, however, the aggregate shall not be heated in excess of 180°F.

WV Purchasing Division Contract for Winter Grade Patching Materials Excerpt (Continued)

The asphaltic binder shall not be heated to a temperature greater than 165°F. Care shall be taken to prevent local overheating. The aggregate and asphalt material shall be measured separately and accurately to the proportions in which they are to be mixed. After the aggregate and binder have been combined, they shall be thoroughly mixed until the particles of aggregate are coated. At no time shall the finished mixture be at a temperature greater than 175°F.

Temperatures for Modified Winter Grade Bituminous Patching Mix may vary as per asphalt supplier's recommendations.

WORKABILITY

The mixture shall be stockpiled on the vendor's site for 14 days or until the internal mix temperature is within 10°F of ambient temperature without stripping and when taken from a stockpile, shall be capable of being shoveled, raked, spread and compacted.

At the end of the stockpiling period on the contractor's yard, the mixture shall be tested in accordance with ASTM D2489 (based on two-sample average). The total amount of non-fully coated particles shall not exceed 3%. The contractor shall provide these test results to the Division on a standard worksheet provided by the District Materials Section.

If the material fails to conform to the requirements of the specifications the contractor may rework the existing material or provide new material.

STORAGE

The mix shall be maintained on the contractor's property in stockpiles not exceeding a height of four (4) feet until the internal mix temperature is within 10° of the ambient temperature. In addition, the top of all stockpiles shall be leveled to eliminate any peaked areas.

All Winter Grade Bituminous Patching Mix shall contain sufficient asphalt that is capable of coating the aggregate without stripping. After stockpiling on the Division's lot, the mixture shall have a maximum of 5% non-fully coated particles after the first week and up to 90 days from delivery when evaluated in accordance with ASTM D2489 (based on two-sample average). This coating determination may be based on the Division's visual inspection if coating is not a problem, or based on Division testing when the amount of non-fully coated particles appears questionable. If stripping occurs the contractor will be required to provide new material or remove the existing stockpile material from the Division's lot, rework it to an acceptable condition with additional asphalt and/or chemical anti-stripping additive as needed, and return it to the Division's lot.



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615

Phone: (908) 903-3485 • Facsimile: (908) 903-3656

AIA DOCUMENT A310™ - 2010 BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR

(Name, legal status and address):

Swank Associated Companies, Inc.
632 Hunt Valley Road
New Kensington, PA 15068

OWNER

(Name, legal status and address):

State of West Virginia
2019 Washington Street
East Charleston, WV 25305

BOND AMOUNT:

5% Not a Number!

SURETY *(Name, legal status and principal place of business):*

Federal Insurance Company
15 Mountain View Road
Warren, N.J. 07059

PROJECT:

(Name, location or address, and Project number, if any)

Raised Pavement Markers - Various Locations in West Virginia

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

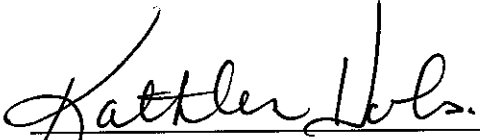
Printed in cooperation with the American Institute of Architects (AIA) by the Chubb Group of Insurance Companies. The language in this document conforms to the language used in AIA Document A310™ - 2010.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this


8th

day of December, 2010

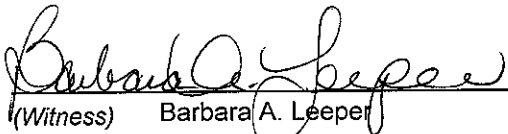


(Witness) Kathleen Holmes

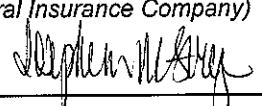
Swank Associated Companies, Inc.
(Principal) _____ (Corporate Seal)

By: 

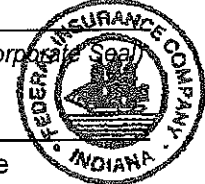
(Title) George T. Fischer - C.O.O.



(Witness) Barbara A. Leeper

Federal Insurance Company
(Federal Insurance Company) _____ (Corporate Seal)
By: 

(Attorney-in-Fact) Josephine M. Streyle





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint

Josephine M. Streyle

as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, the following Surety Bond:

Surety Bond Number : Bid Bond
Obligee : State of West Virginia

And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 20th day of November, 2008.

Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

Richard A. Ciullo

Richard A. Ciullo, Vice President

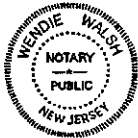
STATE OF NEW JERSEY

ss.

County of Somerset

On this 20th day of November, 2008, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**WENDIE WALSH
Notary Public, State of New Jersey
No. 0054504
Commission Expires April 18, 2013**

Wendie Walsh

Notary

Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 8th day of December, 2010



Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

RFQ No. 851102028

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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Swank Associated Companies, Inc.

Authorized Signature: *[Signature]* Date: December 14, 2010
George T. Fischer - C.O.O.

State of Pennsylvania

County of Westmoreland, to-wit:

Taken, subscribed, and sworn to before me this 14 day of December, 2010.

My Commission expires August 31, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*
Kathleen Holmes

