



Swank Associated Companies, Inc.

632 Hunt Valley Road
New Kensington, PA 15068
(724) 335-6000 Fax (724) 335-3834

January 24, 2011

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

To whom it may concern:

Enclosed is a Bid for RFQ 851102036, this bid supersedes the previous two bids sent to you and were dated January 10, 2011 and January 17, 2011. These bids were sent out before the Addendum's dated January 11, 2011, January 18, 2011 and January 21, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "George T. Fischer".

George T. Fischer
Swank Associated Companies, Inc
Vice President - C.O.O.

RECEIVED

2011 JAN 25 A 10:13

PURCHASING DIVISION
STATE OF WV



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

WV PURCHASING DIVN. Fax 304-558-3970

Jan 21 2011 03:47pm P001/003

Request for Quotation

RFQ NUMBER
 851102036

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

BUYER

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/21/2011				

BID OPENING DATE: 01/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THIS ADDENDUM IS ISSUED FOR THE FOLLOWING:						
1.) REPLACE PAGE 12 WITH THE ATTACHED						
2.) ANSWER THE ATTACHED TECHNICAL QUESTION						
*****END ADDENDUM NO. 3*****						
0001	1	EA		929-12		
FURNISH MATERIAL, EQUIPMENT, LABOR FOR REMOVAL RPM						
***** THIS IS THE END OF RFQ 851102036 ***** TOTAL:						\$684,448.60

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE George T. Fischer TELEPHONE (724) 335-6000 DATE 1/24/11
 TITLE Vice President/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'



State of West Virginia
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DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/11/2011	20			

BID OPENING DATE: 01/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) EXTEND BID OPENING DATE FROM:						
01/12/2011 @ 1:30 PM TO 01/19/2011 @ 1:30 PM						
*****END ADDENDUM NO. 1*****						
0001	1	EA		929-12		
FURNISH MATERIAL, EQUIPMENT, LABOR FOR REMOVAL RPM						
***** THIS IS THE END OF RFQ 851102036 ***** TOTAL:						\$684,448.60

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SIGNATURE 	TELEPHONE (724) 335-6000	DATE 1/24/11
TITLE Vice President / C.O.O.	FEIN 25-1370389	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

RFQ NUMBER:
851102036

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

RFQ COPY

TYPE NAME/ADDRESS HERE

SWANK ASSOCIATED COMPANIES, INC.
 632 HUNT VALLEY ROAD
 NEW KENSINGTON, PA 15068

**DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/08/2010	No			

BID OPENING DATE: **01/12/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 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 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)</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *George T. Fischer* George T. Fischer TELEPHONE: 724-335-6000 DATE: 1/24/11

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

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DIVISION OF HIGHWAYS
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<p>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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George T. Fischer</i>	George T. Fischer	TELEPHONE 724-335-6000	DATE 1/24/11
TITLE Vice President / C.O.O.	FEIN 25-1370389	ADDRESS CHANGES TO BE NOTED ABOVE	

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Request for Quotation

RFO NUMBER
851102036

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

VENDOR	RFQ COPY	TYPE NAME/ADDRESS HERE
		SWANK ASSOCIATED COMPANIES, INC. 632 HUNT VALLEY ROAD NEW KENSINGTON, PA 15068

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	POB	FREIGHT TERMS
12/08/2010	20			

BID OPENING DATE:	01/12/2011	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT

REV. 11/00

EXHIBIT 7

DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS

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.

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.

IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	George T. Fischer	TELEPHONE	DATE
		724-335-6000	1/24/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President / C.O.O.	25-1370389		

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SWANK ASSOCIATED COMPANIES, INC.
 632 HUNT VALLEY ROAD
 NEW KENSINGTON, PA 15068

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/08/2010	<i>20</i>			

BID OPENING DATE: **01/12/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE George T. Fischer TELEPHONE 724-335-6000 DATE 1/24/11
 TITLE Vice President- C.O.O. FEIN 25-1370389 ADDRESS CHANGES TO BE NOTED ABOVE

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851102036

PAGE:
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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 304-558-2402**

VENDOR

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

SWANK ASSOCIATED COMPANIES, INC.
 632 HUNT VALLEY ROAD
 NEW KENSINGTON, PA 15068

BUYER

**DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED:	TERMS OF SALE:	SHIP VIA:	FOB:	FREIGHT TERMS:
12/08/2010	1/0			

BID OPENING DATE: **01/12/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	QTY NO.	ITEM NUMBER	UNIT PRICE	AMOUNT																																			
<p>DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <table border="0"> <tr> <td>NO. 1</td> <td>.....</td> <td>1/11/2011</td> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>NO. 2</td> <td>.....</td> <td>1/18/2011</td> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>NO. 3</td> <td>.....</td> <td>1/21/2011</td> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>NO. 4</td> <td>.....</td> <td></td> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>NO. 5</td> <td>.....</td> <td></td> <td>.....</td> <td></td> <td></td> <td></td> </tr> </table> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES</p>							NO. 1	1/11/2011				NO. 2	1/18/2011				NO. 3	1/21/2011				NO. 4				NO. 5			
NO. 1	1/11/2011																																						
NO. 2	1/18/2011																																						
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NO. 4																																						
NO. 5																																						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: George T. Fischer TELEPHONE: 724-335-6000 DATE: 1/24/11

TITLE: Vice President FEIN: 25-1370389 ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
 Purchasing Division
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 Post Office Box 50130
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**Request for
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851102036

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

PROPERTY

RFQ COPY
TYPE NAME/ADDRESS HERE
 SWANK ASSOCIATED COMPANIES, INC.
 632 HUNT VALLEY ROAD
 NEW KENSINGTON, PA 15068

PROPERTY

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED 12/08/2010	TERMS OF SALE 20	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **01/12/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>[Signature]</i> SIGNATURE GEORGE T FISCHER V.P / C.O.O. SWANK ASSOCIATED COMPANIES, INC. COMPANY</p> <p>..... JANUARY 17, 2011 DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* George T. Fischer TELEPHONE 724-335-6000 DATE 1/24/11
 TITLE Vice President / C.O.O. FEIN 25-1370389

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<p>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 RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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SIGNATURE: George T. Fischer TELEPHONE: 724-335-6000 DATE: 1/24/11

TITLE: Vice President / C.O.O. FAX: 25-1370389 ADDRESS CHANGES TO BE NOTED ABOVE

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12/08/2010	20			

BID OPENING DATE: **01/12/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>REQ. NO.: 851102036</p> <p>BID OPENING DATE: 01/12/2011 01/12/2011 1/26/11</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (724) 335-3834</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Michael Golembiewski</p> <p>-----</p>						
***** THIS IS THE END OF RFQ 851102036 ***** TOTAL:						\$684,448.60

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SIGNATURE *[Signature]* George T. Fischer TELEPHONE 724-335-6000 DATE 1/24/11
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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 within these limits are four interchanges, approximately 13.3 miles of 2-lane 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 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). 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 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.

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.ssilom.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 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 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	20,000.00	20,000.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2010	14.95	30,049.50
3	Slot cut patching	EA	2010	34.99	70,329.90
4	Traffic Control	UNITS	16900	1.50	25,350.00
5	Electric Arrow	DA	15	50.00	750.00
6	Shadow Vehicle	DA	8	250.00	2,000.00
7	Traffic Director	HR	150	55.00	8,250.00

BID TOTAL: 156,729.40

BID SCHEDULE – SECTION II

Item #	Item Description	UM	Units	Unit Price	Item Total
1	Mobilization	LS	1	20,000.00	20,000.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2010	14.95	30,049.50
3	Slot cut patching	EA	2010	34.99	70,329.90
4	Traffic Control	UNITS	14500	1.50	21,750.00
5	Electric Arrow	DA	4	50.00	200.00
6	Shadow Vehicle	DA	8	250.00	2,000.00
7	Traffic Director	HR	150	55.00	8,250.00

BID TOTAL: 152,579.40

BID SCHEDULE – SECTION III

Item #	Item Description	UM	Units	Unit Price	Item Total
1	Mobilization	LS	1	20,000.00	20,000.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2630	14.95	39,318.50
3	Slot cut patching	EA	2630	34.99	92,023.70
4	Traffic Control	UNITS	15400	1.50	23,100.00
5	Electric Arrow	DA	10	50.00	500.00
6	Shadow Vehicle	DA	10	250.00	2,500.00
7	Traffic Director	HR	200	55.00	11,000.00

BID TOTAL: 188,442.20

BID SCHEDULE – SECTION IV

Item #	Item Description	UM	Units	Unit Price	Item Total
1	Mobilization	LS	1	20,000.00	20,000.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2540	14.95	37,973.00
3	Slot cut patching	EA	2540	34.99	88,874.60
4	Traffic Control	UNITS	16900	1.50	25,350.00
5	Electric Arrow	DA	20	50.00	1,000.00
6	Shadow Vehicle	DA	10	250.00	2,500.00
7	Traffic Director	HR	200	55.00	11,000.00

BID TOTAL: 186,697.60

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Removal, Cleaning and Patching of Raised Pavement Markers

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
26th day of January, 2011.

Principal Corporate Seal

Swank Associated Companies, Inc.

(Name of Principal)

By: *George T. Fischer*

(Must be President or
Vice President)

George T. Fischer

Vice President / C.O.O.

(Title)

Surety Corporate Seal



Federal Insurance Company

(Name of Surety)

By: *Josephine M. Streyle*

Josephine M. Streyle Attorney-in-Fact

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



**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
County of Somerset

ss.

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 26th day of January, 2011



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



**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

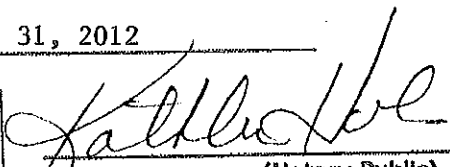
Title: Vice President - C.O.O.

Date: 1/24/11

Taken, subscribed and sworn to before me this 17 day of January 2011

By Commission expires August 31, 2012

(Seal) COMMONWEALTH OF PENNSYLVANIA
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.

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 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: 1/24/11
George T. Fischer
State of PENNSYLVANIA

County of WESTMORELAND, to-wit:

Taken, subscribed, and sworn to before me this 17 day of January, 2011.
My Commission expires August 31, 2012

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]
Kathleen Holmes

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