



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
851102036

PAGE
1

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

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

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/08/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		929-12		
FURNISH MATERIAL, EQUIPMENT, LABOR FOR REMOVAL RPM REQUEST FOR QUOTATION (RFQ) 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 MARKERS (RPM), PER THE ATTACHED SPECIFICATION. WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS STANDARD SPECIFICATIONS ROADS AND BRIDGES CAN BE FOUND AT THE FOLLOWING LINK: WWW.TRANSPORTATION.WV.GOV/HIGHWAYS/ENGINEERING/SPECIFICATIONS/2003/Y2KSPECB.PDF TECHNICAL 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 12/28/2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.						

RECEIVED
 2011 JAN 25 A 10:12
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	724-887-8096	1/18/11	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President	25-1271209		

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



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<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>						

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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>						

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<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>						

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<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> <p>NO. 1 ..X.. 1/11/2011</p> <p>NO. 2 ..X.. 1/18/2011</p> <p>NO. 3 ..X.. 1/21/2011</p> <p>NO. 4 </p> <p>NO. 5 </p> <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>						

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<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 James F. Humberston, Vice President GREEN ACRES CONTRACTING COMPANY, INC.COMPANY</p> <p>.....1/18/2011.....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: GREEN ACRES CONTRACTING COMPANY, INC.</p> <p>CONTRACTORS LICENSE NO.: WVOO1297</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A</p>						

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<p>COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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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						
					TOTAL SECTION III	\$289,520.00
					TOTAL SECTION IV	\$282,120.00
***** THIS IS THE END OF RFQ 851102036 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 724-887-8096	DATE 1/18/11
TITLE Vice President	FEIN 25-1271209	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO:						
1.) EXTEND BID OPENING DATE FROM:						
01/19/2011 AT 1:30 PM TO 01/26/2011 AT 1:30 PM						
*****END ADDENDUM NO. 2*****						
0001	1	EA		929-12		
FURNISH MATERIAL, EQUIPMENT, LABOR FOR REMOVAL RPM						
					TOTAL SECTION III	\$289,520.00
					TOTAL SECTION IV	\$282,120.00
***** THIS IS THE END OF RFQ 851102036 ***** TOTAL:						

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SIGNATURE 	TELEPHONE 724-887-8096	DATE 1/24/11
TITLE Vice President	FEIN 25-1271209	ADDRESS CHANGES TO BE NOTED ABOVE

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					TOTAL SECTION III	\$289,520.00
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WV PURCHASING DIVN. Fax 304-558-3970

Jan 21 2011 03:34pm P001/003

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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						
TOTAL SECTION III						\$289,520.00
TOTAL SECTION IV						\$282,120.00
***** THIS IS THE END OF RFQ 851102036 ***** TOTAL:						

SIGNATURE: *[Signature]* TITLE: Vice President
 FEIN: 25-1271209
 TELEPHONE: 724-887-8096
 DATE: 1/24/11
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Page 12 Replacement

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. 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.

Technical Question and Response

3

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

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

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:

- 2010 A • 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. RESTRICTED HOURS
- 2010 A • 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.
- 2630 A • 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.
- 2540 A • 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. RESTRICTED HOURS

SPECIFICATIONS FOR WORK TO BE PERFORMED

This project shall require the following work to be performed:

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

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

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

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

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

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

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

This work shall not include markers installed in Exit ramp gore areas or along 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		
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2010		
3	Slot cut patching	EA	2010		
4	Traffic Control	UNITS	16900		
5	Electric Arrow	DA	15		
6	Shadow Vehicle	DA	8		
7	Traffic Director	HR	150		

BID TOTAL: _____

BID SCHEDULE - SECTION II

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

BID TOTAL: _____

BID SCHEDULE – SECTION III

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

BID TOTAL: \$289,520.00

BID SCHEDULE - SECTION IV

Item #	Item Description	UM	Units	Unit Price	Item Total
1	Mobilization	LS	1	\$27,000.00	\$ 27,000.00
2	Existing RPM, removal of remaining casting and cleaning of slot cut	EA	2540	40.00	101,600.00
3	Slot cut patching	EA	2540	50.00	127,000.00
4	Traffic Control	UNITS	16900	.80	13,520.00
5	Electric Arrow	DA	20	50.00	1,000.00
6	Shadow Vehicle	DA	10	300.00	3,000.00
7	Traffic Director	HR	200	45.00	9,000.00

BID TOTAL: \$282,120.00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Green Acres Contracting Company, Inc.
of Scottdale PA, as Principal, and Travelers Casualty and Surety Company of America
of Blue Bell PA, a corporation organized and existing under the laws of the State of
CT with its principal office in the City of Blue Bell, 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
RFQ #851102036 Furnish Material, Equipment, Labor for Removal RPM

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

19th day of January, 2011

Principal Corporate Seal

Green Acres Contracting Company, Inc.
(Name of Principal)

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

James F. Humberston, Vice President
(Title)

Surety Corporate Seal



Travelers Casualty and Surety Company of America
(Name of Surety)

By: [Signature]
Jeffrey A. Frank Attorney-in-Fact

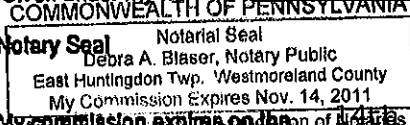
IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.

ACKNOWLEDGEMENTS

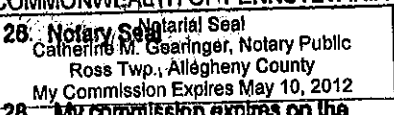
Acknowledgement by Principal if Individual or Partnership

- 1. STATE OF _____
- 2. County of _____ to-wit:
- 3. I, _____, a Notary Public in and for the
- 4. county and state aforesaid, do hereby certify that _____ whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
- 5. Given under my hand this _____ day of _____.
- 6. Notary Seal
- 7. _____ (Notary Public)
- 8. My commission expires on the _____ day of _____.

Acknowledgement by Principal if Corporation

- 9. STATE OF PENNSYLVANIA
- 10. County of WESTMORELAND to-wit:
- 11. I, Debra A. Blaser, a Notary Public in and for the
- 12. county and state aforesaid, do hereby certify that James F. Humberston
- 13. who as, Vice President signed the foregoing writing for
- 14. GREEN ACRES CONTRACTING COMPANY, INC. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- 15. Given under my hand this 18th day of January, 2011.
- 16. Notary Seal  17. Debra A. Blaser (Notary Public)
- 18. My commission expires on the 14th day of November, 2011.

Acknowledgement by Surety

- 19. STATE OF Pennsylvania
- 20. County of Allegheny to-wit:
- 21. I, Catherine M. Gearinger, a Notary Public in and for the
- 22. county and state aforesaid, do hereby certify that Jeffrey A. Frank
- 23. who as, Attorney-In-Fact signed the foregoing writing for
- 24. Travelers Casualty and Surety Company of America a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- 25. Given under my hand this 19th day of January, 2011.
- 26. Notary Seal  27. Catherine M. Gearinger (Notary Public)
- 28. My commission expires on the 10th day of May, 2012.

Sufficiency in Form and Manner Of Execution Approved

Attorney General

This _____ day of _____

By _____ (Assistant Attorney General)



POWER OF ATTORNEY

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

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

Surety Bond No. Bid Bond

Principal: Green Acres Contracting Company, Inc.

OR

Project Description: RFQ #851102036 Furnish Material,
Equipment, Labor for Removal RPM

Obligee: State of West Virginia, Department of Administration

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

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

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

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



State of Connecticut

City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 5th day of August, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

I, Kori Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of January, 2011.


Kori M. Johanson, Assistant Secretary



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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Green Acres Contracting Company, Inc.
of Scottsdale, PA, as Principal, and Travelers Casualty and Surety Company of America
of Blue Bell, PA, a corporation organized and existing under the laws of the State of
CT with its principal office in the City of Blue Bell, 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
RFQ #851102036 Furnish Material, Equipment, Labor for Removal RPM

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
19th day of January, 2011

Principal Corporate Seal

Green Acres Contracting Company, Inc.

(Name of Principal)

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

James F. Humberston, Vice President

(Title)

Surety Corporate Seal



Travelers Casualty and Surety Company of America

(Name of Surety)

By: [Signature]
Jeffrey A. Frank Attorney-in-Fact

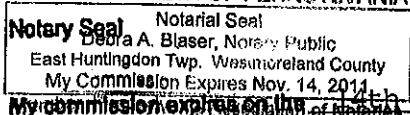
IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.

ACKNOWLEDGEMENTS

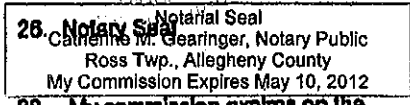
Acknowledgement by Principal if Individual or Partnership

- 1. STATE OF _____
- 2. County of _____ to-wit:
- 3. I, _____, a Notary Public in and for the
- 4. county and state aforesaid, do hereby certify that _____ whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
- 5. Given under my hand this _____ day of _____,
- 6. Notary Seal
- 7. _____ (Notary Public)
- 8. My commission expires on the _____ day of _____

Acknowledgement by Principal if Corporation

- 9. STATE OF PENNSYLVANIA
- 10. County of WESTMORELAND to-wit:
- 11. I, Debra A. Blaser, a Notary Public in and for the
- 12. county and state aforesaid, do hereby certify that James F. Humberston
- 13. who as, Vice President signed the foregoing writing for
- 14. GREEN ACRES CONTRACTING COMPANY, INC. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- 15. Given under my hand this 18th day of January, 2011
- 16. Notary Seal  17. Debra A. Blaser (Notary Public)
- 18. My commission expires on the _____ day of November, 2011

Acknowledgement by Surety

- 19. STATE OF Pennsylvania
- 20. County of Allegheny to-wit:
- 21. I, Catherine M. Gearinger, a Notary Public in and for the
- 22. county and state aforesaid, do hereby certify that Jeffrey A. Frank
- 23. who as, Attorney-In-Fact signed the foregoing writing for
- 24. Travelers Casualty and Surety Company of America a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- 25. Given under my hand this 19th day of January, 2011
- 26. Notary Seal  27. Catherine M. Gearinger (Notary Public)
- 28. My commission expires on the 10th day of May, 2012

Sufficiency in Form and Manner Of Execution Approved

Attorney General

This _____ day of _____

By _____ (Assistant Attorney General)



POWER OF ATTORNEY

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

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

Surety Bond No. Bid Bond

Principal: Green Acres Contracting Company, Inc.

OR

Project Description: RFQ #851102036 Furnish Material,
Equipment, Labor for Removal RPM

Obligee: State of West Virginia, Department of Administration

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

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

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

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



State of Connecticut

City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 5th day of August, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

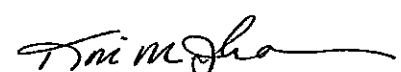
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

I, Kori Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of January, 2011.


Kori M. Johanson, Assistant Secretary



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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of _____ (\$ _____) 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

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 Oblige 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
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

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.**

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) 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 (M)

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 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 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 hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(U) Surety Corporate Seal

(Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(V) (Name of Surety)
(W) Attorney-in-Fact

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

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.



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

STATE OF PENNSYLVANIA

COUNTY OF WESTMORELAND, TO-WIT:

I, JAMES F. HUMBERSTON, after being first duly sworn, depose and state as follows:

- 1. I am an employee of GREEN ACRES CONTRACTING CO., INC.; and,
(Company Name)
- 2. I do hereby attest that GREEN ACRES CONTRACTING CO., INC.
(Company Name)

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.

GREEN ACRES CONTRACTING COMPANY, INC.
(Company Name)

By: *J. F. Humberston*

Title: James F. Humberston, Vice President

Date: 1/18/2011

Taken, subscribed and sworn to before me this 18th day of January 2011.

By Commission expires November 14, 2011

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

Debra A. Blaser
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. 851102036

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: GREEN ACRES CONTRACTING COMPANY, INC.

Authorized Signature: *[Signature]* Date: 1/18/2011

State of PENNSYLVANIA

County of WESTMORELAND, to-wit:

Taken, subscribed, and sworn to before me this 18 day of January, 2011.

My Commission expires November 14, 2011, 2011

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*

