



**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

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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  
 DEP13017

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 CHUCK BOWMAN  
 304-558-2157

VENDOR

\*213153025 304-842-3002  
 BEAR CONTRACTING LLC  
 112 STATE ST  
 PO BOX 1196  
 BRIDGEPORT WV 26330

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/06/2010				

BID OPENING DATE: 04/13/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 4 *****						
ADDENDUM ISSUED FOR THE CHICOPEE COAL CO. RECLAMATION PROJECT TO DISTRIBUTE REVISED BID SCHEDULE INCLUSIVE OF BID ITEM #24. ADDENDUM INCLUDES (4) PAGES OF BID SCHEDULES AND (9) PAGES OF BID ITEM TECHNICAL SPECS.						
BID OPENING DATE AND TIME REMAIN AS ESTABLISHED IN ADDM #3: 04/13/2010 @ 1:30 PM.						
***** NO OTHER CHANGES *****						
0001		JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP13017 ***** TOTAL:						

RECEIVED

2010 APR 13 PM 1:27

WV PURCHASING DIVISION

RECEIVED APR 07 2010

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23		2
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		<b>REVISED BID SCHEDULE</b> PERMIT NAME: <u>CHICOPEE COAL CO INC</u> PERMIT NUMBER(S): <u>S-73-85, O-6013-88, U-6018-86</u> and <u>O-6021-89</u>		
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
		<b><u>WATER QUALITY ABATEMENT</u></b>		
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this project)	LUMP SUMS	\$ <u>50,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> ((\$1,000.00 Maximum Bid for this project)	LUMP SUMS	\$ <u>1,000.00</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	LUMP SUMS	\$ <u>75,000.00</u>
4.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5%of total bid for this project)	LUMP SUMS	\$ <u>210,000.00</u>
5.0	<b><u>REVEGETATION</u></b>			
5.1	600 TONS	<u>AGRICULTURAL LIME</u>	\$ <u>60.00</u> PER TON	\$ <u>36,000.00</u>
5.2	150 ACRES	<u>FERTILIZER</u>	\$ <u>425.00</u> PER ACRE	\$ <u>63,750.00</u>
5.3	150 ACRES	<u>MULCH</u>	\$ <u>825.00</u> PER ACRE	\$ <u>123,750.00</u>
5.4	150 ACRES	<u>VEGETATIVE SPECIES</u>	\$ <u>350.00</u> PER ACRE	\$ <u>52,500.00</u>
6.0	<u>10.000 LF</u>	<u>SEDIMENT CONTROL STRUCTURES</u> (Maximum bid of \$5.00/LF of silt fence and hay bale material used on site.)	\$ <u>3.50</u> PER LF	\$ <u>35,000.00</u>
7.0	<u>2500 TONS</u>	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ <u>30.00</u> PER TON	\$ <u>75,000.00</u>
8.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
9.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUMS	\$ <u>3500.00</u>

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>PERMIT NUMBER: S-73-85</b>				
10.0	LUMP SUM	<u>ELIMINATE BENCH SEDIMENT CHANNELS</u>	LUMP SUM	\$ 33,000. <sup>00</sup>
11.0	110 LF	<u>LIMESTONE V-DITCH NUMBER FIVE (#5)</u>	\$ 65. <sup>00</sup> PER LF	\$ 7,150. <sup>00</sup>
12.0	110 LF	<u>LIMESTONE V-DITCH NUMBER SIX (#6)</u>	\$ 65. <sup>00</sup> PER LF	\$ 7,150. <sup>00</sup>
13.0	500 LF	<u>LIMESTONE V-DITCH NUMBER SEVEN (#7)</u>	\$ 65. <sup>00</sup> PER LF	\$ 32,500. <sup>00</sup>
14.0	550 LF	<u>LIMESTONE V-DITCH NUMBER EIGHT (#8)</u>	\$ 65. <sup>00</sup> PER LF	\$ 35,750. <sup>00</sup>
15.0	300 LF	<u>LIMESTONE V-DITCH NUMBER NINE (#9)</u>	\$ 65. <sup>00</sup> PER LF	\$ 19,500. <sup>00</sup>
16.0	220 LF	<u>LIMESTONE V-DITCH NUMBER TEN (#10)</u>	\$ 65. <sup>00</sup> PER LF	\$ 14,300. <sup>00</sup>
17.0	400 LF	<u>LIMESTONE V-DITCH NUMBER ELEVEN (#11)</u>	\$ 65. <sup>00</sup> PER LF	\$ 26,000. <sup>00</sup>
18.0	2 EACH	<u>WELL HEAD / BORE HOLE SEAL</u>	\$ 62,000 EACH	\$ 124,000. <sup>00</sup>
19.0	660 LF	<u>SIX (6) UNDERDRAINS</u>	\$ 58. <sup>00</sup> PER LF	\$ 38,280. <sup>00</sup>
20.0	LUMP SUM	<u>EROSION GULLY REPAIR</u>	LUMP SUM	\$ 6,860. <sup>00</sup>
21.0	LUMP SUM	<u>BENCH SEDIMENT CHANNEL ELIMINATION with LIMESTONE ADDITION</u>	LUMP SUM	\$ 24,000. <sup>00</sup>
			<b>TOTAL</b>	<b>\$ 368,430.<sup>00</sup></b>
<b>PERMIT NUMBER: O-6013-88</b>				
22.0	LUMP SUM	<u>REGRADE and COVER REFUSE PILE</u>	LUMP SUM	\$ 850,000. <sup>00</sup>
23.0	2,900 LF	<u>GROUTED RIP-RAP CHANNEL NUMBER ONE (#1)</u>	\$ 137. <sup>00</sup> PER LF	\$ 397,300. <sup>00</sup>

BUYER CB-23		4
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
REV. 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
24.0	325 LF	<u>LIMESTONE RIP-RAP CHANNEL NUMBER THREE (#3)</u>	\$ 90.- PER LF	\$ 29,250.-
25.0	900 LF	<u>REWORK EXISTING GROIN DITCH</u>	\$ 141.- PER LF	\$ 126,900.-
26.0	330 LF	<u>GROUTED V-DITCH NUMBER ONE(#1)</u>	\$ 62.- PER LF	\$ 20,460.-
27.0	1,900 LF	<u>LIMESTONE RIP-RAP CHANNEL NUMBER FOUR (#4)</u>	\$ 168.- PER LF	\$ 319,200.-
28.0	550 LF	<u>LIMESTONE CHANNEL SIX (6)</u>	\$ 85.- PER LF	\$ 46,750.-
29.0	110 LF	<u>LIMESTONE V-DITCH THREE (3)</u>	\$ 44.- PER LF	\$ 4,840.-
30.0	5000 LF	<u>GROUTED RIP-RAP CHANNEL NUMBER TWO (#2)</u>	\$ 128.- PER LF	\$ 640,000.-
31.0	660 LF	<u>GROUTED RIP-RAP V-DITCH NUMBER FOUR (#4)</u>	\$ 62.- PER LF	\$ 40,920.-
32.0	LUMP SUM	<u>ALKALINITY CELL ONE (1)</u>	LUMP SUM	\$ 150,000.-
33.0	300 LF	<u>UNDERDRAIN FROM REFUSE TO ALKALINITY CELL</u>	\$ 48.- PER LF	\$ 14,400.-
34.0	LUMP SUM	<u>CLEAN POND ONE (1)</u>	LUMP SUM	\$ 41,000.-
35.0	LUMP SUM	<u>CLEAN POND FOUR (4)</u>	LUMP SUM	\$ 10,000.-
36.0	LUMP SUM	<u>CLEAN POND FIVE (5)</u>	LUMP SUM	\$ 77,000.-
37.0	LUMP SUM	<u>CLEAN POND SIX (6)</u>	LUMP SUM	\$ 58,000.-
38.0	LUMP SUM	<u>CLEAN SUMP ONE (1)</u>	LUMP SUM	\$ 4,100.-
39.0	LUMP SUM	<u>CLEAN SUMP TWO (2)</u>	LUMP SUM	\$ 4,100.-
40.0	5 EACH	<u>ELIMINATE PONDS</u>	\$ 5,000.- PER EACH	\$ 25,000.-
41.0	5 EACH	<u>INSTALL MINE SEALS</u>	\$ 8,800.- PER EACH	\$ 44,000.-
42.0	LUMP SUM	<u>ELIMINATE HIGHWALL</u>	LUMP SUM	\$ 730,000.-
43.0	LUMP SUM	<u>ELIMINATE COAL STOCKPILE</u>	LUMP SUM	\$ 54,000.-
44.0	LUMP SUM	<u>REWORK ROAD BOXCUT</u>	LUMP SUM	\$ 258,000.-
45.0	LUMP SUM	<u>REWORK ACCESS ROAD</u>	LUMP SUM	\$ 24,000.-

BUYER CB-23		5
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
46.0	LUMP SUM	<u>ACCESS ROAD DRIVE-THRU</u>	LUMP SUM	\$ <u>6,100.00</u>
47.0	LUMP SUM	<u>COVER BARE AREAS ON EXISTING REFUSE AREA</u>	LUMP SUM	\$ <u>41,000.00</u>
			TOTAL	\$ <u>4,016,320.00</u>
		PERMIT NUMBER: <u>U-6018-86</u>		
48.0	600 LF	<u>GROUTED RIP-RAP V-DITCH NUMBER TWO (#2)</u>	\$ <u>58.00</u> PER LF	\$ <u>34,800.00</u>
			TOTAL	\$ <u>34,800.00</u>
		PERMIT NUMBER: <u>O-6021-89</u>		
49.0	500 LF	<u>CONSTRUCT LIMESTONE RIP-RAP CHANNEL NUMBER FIVE (#5)</u>	\$ <u>87.00</u> PER LF	\$ <u>43,500.00</u>
			TOTAL	\$ <u>43,500.00</u>
		PERMIT S-73-85 TOTAL		\$ _____
		PERMIT O-6013-88 TOTAL		\$ <u>4,016,320.00</u>
		PERMIT U-6018-86 TOTAL		\$ <u>34,800.00</u>
		PERMIT O-6021-89 TOTAL		\$ <u>43,500.00</u>
		TOTAL FOR ITEMS 1-9		\$ <u>725,500.00</u>
		TOTAL FOR ALL PERMITS		\$ <u>5,188,550.00</u>

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Bear Contracting, LLC  
of 112 State Street, Bridgeport, WV 26330, as Principal, and Ohio Farmers Insurance Company  
of Westfield Center, OH, a corporation organized and existing under the laws of the State of  
OH with its principal office in the City of Westfield Center, 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  
Chicopee Coal Company Project, Clay County, WV

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  
31st day of March, 2010

Principal Corporate Seal

Bear Contracting, LLC  
(Name of Principal)  
By [Signature]  
MARK D. URSO (Must be President or  
Vice President)  
PRESIDENT / MANAGING MEMBER  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
By: [Signature]  
Douglas P. Taylor, Licensed WV Resident Agent 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.

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, GARY R. FREEMAN, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 12th day of JANUARY A.D., 2010 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr. (Signature)

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 12th day of JANUARY A.D., 2010 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin (Signature)

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 31st day of March A.D., 2010 .



Frank A. Carrino (Signature) Secretary



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV028391

**Classification:**

GENERAL ENGINEERING

BEAR CONTRACTING LLC  
DBA BEAR CONTRACTING LLC  
PO BOX 1196  
BRIDGEPORT, WV 26330

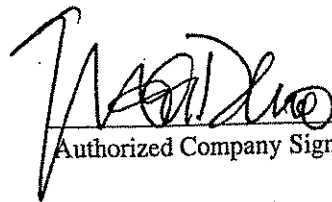
**Date Issued**

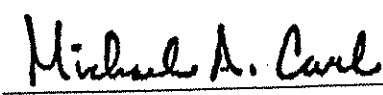
**Expiration Date**

JUNE 10 2009      JUNE 10 2010



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

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



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

STATE OF WEST VIRGINIA

COUNTY OF HARRISON, TO-WIT:

I, MARK D. URSO, after being first duly sworn, depose and state as follows:

- 1. I am an employee of BEAR CONTRACTING LLC; and,  
(Company Name)
- 2. I do hereby attest that BEAR CONTRACTING LLC  
(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.

BEAR CONTRACTING LLC  
(Company Name)

By: [Signature]  
MARK D. URSO

Title: PRESIDENT/MANAGING MEMBER

Date: 3/31/2010

Taken, subscribed and sworn to before me this 31<sup>ST</sup> day of MARCH, 2010

By Commission expires MAY 22, 2017



[Signature]  
(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.**

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: BEAR CONTRACTING LLC

Authorized Signature: [Signature] Date: 3/31/2010  
MARK D. URSD

State of WV

County of HARRISON, to-wit:

Taken, subscribed, and sworn to before me this 31<sup>ST</sup> day of MARCH, 2010.

My Commission expires MAY 22, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

