



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  
**DEP14999**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*TRIAO ENGINEERING, INC.  
 219 HARTMAN RUN RD.  
 MORGANTOWN, WV 26505*

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2010				

BID OPENING DATE: **06/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-16		
<p>DRILLING SERVICES FOR NORTHERN DISTRICT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS &amp; RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO ENTER WITH THE AGENCY INTO AN OPEN-END CONTRACT TO PROVIDE DRILLING SERVICES IN THE NORTHERN COUNTIES OF WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, TERMS &amp; CONDITIONS, BID REQUIREMENTS, AND THE ATTACHED BID SCHEDULE.</p> <p>THESE SERVICES WILL RESULT IN THE DEVELOPMENT OF INVESTIGATIVE REPORTS FOR AGENCY USE.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

RECEIVED  
 2010 JUN 29 AM 11:04  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Mark K. Keegan* (304) 296-2562 06/29/2010

TITLE: *Vice President* FEIN: 55-0592364 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  
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PAGE
2

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**TRIAO ENGINEERING, INC.**  
**219 HARTMAN RUN RD.**  
**MORGANTOWN, WV 26505**

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2010				
BID OPENING DATE: 06/02/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE AND COMPREHENSIVE VEHICLE LIABILITY INSURANCE IN THE AMOUNT NOT LESS THAN \$2,000,000.00 FOR BODILY INJURY AND PROPERTY DAMAGE FOR EACH OCCURRENCE AND NOT LESS THAN \$2,000,000.00 AGGREGATE, PRIOR TO ISSUANCE OF CONTRACT.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304)296-2562	06/29/2010	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
V.P.	55-0592364		

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





State of West Virginia  
 Department of Administration  
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 DEP14999

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

PROPERTY

*TRIAO ENGINEERING, INC.  
 219 HARTMAN RUN RD.  
 MORGANTOWN, WV  
 26505*

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/18/2010				

BID OPENING DATE: 06/29/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 4 *****						
ADDENDUM ISSUED FOR THE NORTHERN DISTRICT DRILLING SERVICES CONTRACT ADVERTISEMENT TO DISTRIBUTE THE REVISED SPECIFICATIONS AND BID SCHEDULE.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 06/24/2010 TO 06/29/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-16		
DRILLING SERVICES FOR NORTHERN DISTRICT						
***** THIS IS THE END OF RFQ DEP14999 ***** TOTAL:						<u>\$ 355,000.</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark H. Regan</i>	TELEPHONE <i>(304) 296-2562</i>	DATE <i>06/29/2010</i>
TITLE <i>V.P.</i>	FEIN <i>55-0592364</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

## REVISED per Addendum #4

WV-36 (Rev. 01/01/07)

STATE OF WEST VIRGINIA  
PURCHASE CONTINUATION SHEET

Page 1 of 2 Pages

Requisition / P.O. No.:  
DEP14999

File:

Acct. No.:

Spending Unit:

Vendor: \_\_\_\_\_ P.O. Date: \_\_\_\_\_

Item No.	Quantity	Description	Unit Price	Amount
		AML NORTHERN DRILLING OPEN-END CONTRACT- Addendum #4		
1	3000 LF	SOIL BORINGS	13.00	\$ 39,000.
2	200 EA	SPLIT SPOON SAMPLES	15.00	\$ 3,000.
3	75 EA	SHELBY TUBE SAMPLES	20.00	\$ 1,500.
4	4000 LF	ROCK CORE BORING	30.00	\$ 120,000.
5	175 Hrs	PORTABLE DRILL UNIT (Winkie)	50.00	\$ 8,750.
6	1800 LF	PVC PIEZOMETER INSTALLATION	13.00	\$ 23,400.
7	50 EA	CASING/LOCKS	100.00	\$ 5,000.
8	4000 Mi	MOBILIZATION/DEMOBILIZATION (per each Rig) BOTH WAYS	6.00	\$ 24,000.
9	300 Hrs	DOZER TIME FOR DIFFICULT ACCESS/RECLAMATION (CAT D-3 or equal)	95.00	\$ 28,500.
10	300 Hrs	BACKHOE TIME FOR TEST PITS/RECLAMATION (Komatsu PC120 or equal)	75.00	\$ 22,500.
11	150 LF	ROTARY DRILLING FOR VIDEO MONITORING	27.00	\$ 4,050.
12	150 LF	CASING FOR VIDEO MONITORING	12.00	\$ 1,800.
13	5 Days	VIDEO MONITORING	1,300.00	\$ 6,500.
14	300 Hrs	DRILLING SUPERVISOR	80.00	\$ 24,000.
15	300 Hrs	WATER TRUCK (minimum 500 gallons)	60.00	\$ 18,000.
16	10 EA	REVEGETATION (per job)	1,200.00	\$ 12,000.
17		LABORATORY TESTS		
a	10 EA	Moisture Content	5.00	\$ 50.
b	10 EA	Atterberg Plastic Limit	25.00	\$ 250.
c	10 EA	Atterberg Liquid Limit	25.00	\$ 250.
d	10 EA	Sieve Analysis with No. 200 Wash	25.00	\$ 250.
e	10 EA	Sieve Analysis without No. 200 Wash	25.00	\$ 250.
f	10 EA	Hydrometer Analysis	45.00	\$ 450.
g	10 EA	Unconfined Compression	30.00	\$ 300.
h	10 EA	In Place Density	25.00	\$ 250.
i	10 EA	Standard Proctor Compaction	100.00	\$ 1,000.
j	20 EA	Temperature Probe Reading	10.00	\$ 200.
k	10 EA	Float Sink Analysis (with various specific gravities)	90.00	\$ 900.
l	10 EA	% Ash	20.00	\$ 200.
m	10 EA	% Volatiles	25.00	\$ 250.
n	10 EA	% Fixed Carbon	40.00	\$ 400.
o	10 EA	% Sulphur	20.00	\$ 200.
p	10 EA	BTU	25.00	\$ 250.

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

REVISED per Addendum #4

WV-36 (Rev. 01/01/07)

STATE OF WEST VIRGINIA  
PURCHASE CONTINUATION SHEET

Page 2 of 2 Pages

Requisition / P.O. No.:  
DEF14999

File: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Spending Unit: \_\_\_\_\_

Vendor: \_\_\_\_\_ P.O. Date: \_\_\_\_\_

Item No.	Quantity	Description	Unit Price	Amount
		AML NORTHERN DRILLING OPEN-END CONTRACT		
18		TRIAxIAL COMPRESSION OR DIRECT SHEAR		
a	5 EA	Unconsolidated Undrained	120.00	\$ 600.
b	5 EA	Consolidated Undrained	240.00	\$ 1,200.
c	5 EA	Consolidated Drained	240.00	\$ 1,200.
d	5 EA	Sodium Sulfate Soundness Test ASTM C88	200.00	\$ 1,200.
19		MISCELLANEOUS SERVICES		
a	5 EA	(1) acid-base account	40.00	\$ 200.
b	5 EA	(2) nutrients	40.00	\$ 200.
c	10 EA	(3) PH (field)	15.00	\$ 150.
d	10 EA	(4) PH (lab)	15.00	\$ 150.
e	500 Mi	(5) Mobilization/De-Mobilization Haz-Mat Testing (One Way Only)	2.00	\$ 1,000.
f	10 EA	(6) Asbestos	10.00	\$ 100.
g	10 EA	(7) Total Petroleum Hydrocarbons	85.00	\$ 850.
h	10 EA	(8) BETX	45.00	\$ 450.
i	10 EA	(9) PCB's	65.00	\$ 650.
		TOTAL BID		\$ 355,200.

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Triad Engineering  
of 4980 Teays Valley Road, Scott Depot WV 25560, as Principal, and Western Surety Company  
of U.S. Steel Tower, 600 Grant Street, Suite 500, Pittsburgh, PA, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent (\$ 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 DEP14999, drilling services for Northern District in accordance with plans and specifications.

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 28th day of June, 2010.

Principal Corporate Seal



Surety Corporate Seal

Triad Engineering

(Name of Principal)

By [Signature]

John M. Meeks (Must be President or Vice President)

Vice President

(Title)

Western Surety Company

(Name of Surety)

[Signature]  
Ross E. Johnson 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.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Ross E Johnson, Beverly A Holstine, Kathryn K Arthur, Sheila Mc Cormick, Individually**

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of April, 2008.



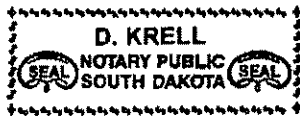
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 25th day of April, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of June, 2010.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: TRIAD ENGINEERING, INC. Signed: M. H. Regan
Date: 06/29/2010 Title: VICE PRESIDENT

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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: TRIAD ENGINEERING, INC.

Authorized Signature: Mark H. Reger Date: 06/29/2010

State of West Virginia

County of Putnam, to-wit: Mark H. Reger

Taken, subscribed, and sworn to before me this 29<sup>th</sup> day of June, 2010.

My Commission expires March 24, 2013.

NOTARY PUBLIC Karen E. Means

AFFIX SEAL HERE

