



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

STATE OF WVa

COUNTY OF Summers, TO-WIT:

I, Brett Henvey, after being first duly sworn, depose and state as follows:

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

Hunhar Excavating
(Company Name)

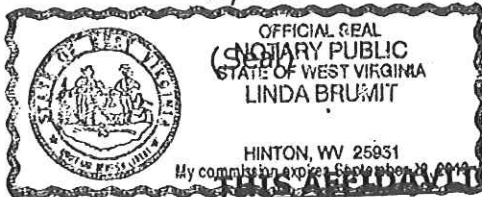
By: Brett K. Henvey

Title: President

Date: 9-21-11

Taken, subscribed and sworn to before me this 21st day of Sept. 2011.

By Commission expires Sept 22, 2013



Linda Brumit
(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. DEP15573

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Amber Excavating LLC

Authorized Signature: Brett K. Harvey Date: 9-21-11

State of WVa

County of Summers, to-wit:

Taken, subscribed, and sworn to before me this 21st day of Sept 2011.

My Commission expires Sept 22, 2013 ~~20~~.

AFFIX SEAL HERE

NOTARY PUBLIC Linda Brumit



RECEIVED

2011 SEP 22 AM 11:33

BUYER CB-23	REQ. OR PO NO DEP15573 14
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
REV. 5-20-09 PURCHASING CONTINUATION SHEET
VENDOR: DIVISION

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		BID SCHEDULE		
		PERMIT NAME: ROYAL SCOT MINERALS, INC.		
		PERMIT NUMBER(S): 31-72		
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	MOBILIZATION/DEMobilIZATION/PROJECT SIGN (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 9,947. ⁵⁰
2.0	LUMP SUM	SPILL CONTAINMENT AREA (S.C.A.) (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ 1,000. ⁰⁰
3.0	LUMP SUM	HAULROAD/ACCESS ROAD (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 9,947. ⁵⁰
4.0	200 TON	INCIDENTAL STONE	\$ 5. ⁰⁰ PER TON	\$ 1,000. ⁰⁰
5.0	LUMP SUM	CONSTRUCTION STAKEOUT (Limited to 5% Total Bid)	LUMP SUM	\$ 9,947. ⁵⁰
6.0	45,000 CY	SLUDGE REMOVAL	\$ 3.58 PER CY	\$ 161,107. ⁵⁰
7.0	1,000 LF	SILT FENCE AND HAYBALE DIKE (Max. Bid \$5.00 Per LF)	\$ 5. ⁰⁰ PER LF	\$ 5,000. ⁰⁰
8.0		CONSTRUCTED SEDIMENT CONTROL STRUCTURES		
8.1	20 EA	SEDIMENT CONTROL SUMP	\$ 50 PER EA	\$ 1,000. ⁰⁰
9.0	NO BID ITEM	UTILITIES	NO BID ITEM	
TOTAL PERMIT 31-72				\$ 198,950. ⁰⁰

BUYER CB-23	REQ. OR PO NO. DEP15573
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMobilIZATION/PROJECT SIGN

A project sign shall be obtained or manufactured and installed as indicated on the attached specifications and details. Payment for this sign shall be incidental to the mobilization item. No separate payment will be made.

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site necessary to begin work on a substantial phase of the contract.

Prior to demobilization, an inspection shall be conducted by the Department of Environmental Protection and the contractor to insure compliance with contract performance. Once compliance is ascertained, demobilization activities can be initiated and completed. Demobilization shall be totally completed before the invoice for payment shall be processed.

The lump sum bid for this item shall not exceed 5% of the total bid for this permit. Payment shall be made in two 50% amounts, one upon completion of the mobilization and project sign items and the second payment at the completion of demobilization. No deduction shall be made nor shall any increase be made in the lump sum item amount, regardless of decreases or increases in the final total contract amount or any other reason.

2.0 SPILL CONTAINMENT AREA (S.C.A.)

Spill containment measures shall be used for fuel and lubricant storage areas. All containers, barrels, buckets, cans, etc., are to be legally disposed of off site. Used lubricants are to be disposed of according to state law to minimize pollution to the local surface and ground water supplies. Spills are the responsibility of the contractor and need immediate clean up and maintained at no expense to the State. This S.C.A. shall be constructed in accordance with the typical drawing specification. (See Attachment) Alternate containment measures will be considered for approval by the Engineer if acceptable results can be shown. Fuel tanks manufactured with secondary containment are desirable. Minimum secondary containment is 110 percent. (Bid limited to \$1,000.00 maximum)

3.0 HAULROAD/ACCESS ROAD

The contractor shall maintain and/or construct haulroad/access road(s) during the reclamation process to provide access on a well drained surface. The access road on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item.

4.0 INCIDENTAL STONE

During construction of culvert installations, roadway ditch improvements, reshaping of the roadway, rock check dams, and rock filter outlets, and any additional areas that may need stone. Placement and compaction, if required by DEP, shall be incidental to and included in the cost of the Incidental Stone bid item. Gradation and placement as directed by DEP onsite representative.

Payment shall be paid per ton of stone applied by weight ticket and will be made at completion of all work and acceptance by DEP.

5.0 CONSTRUCTION STAKEOUT

This work shall consist of furnishing, placing, and maintaining construction layout stakes necessary for the proper execution of the work required under the Contract, production of as-built drawings, and of performing topographic surveys and obtaining surveyed cross-sections for accurate determination of pay item quantities. Construction stakeout shall be under the supervision of a Registered Professional Engineer or Licensed Land Surveyor and all drawings signed and/or sealed by such. The Department shall provide control points for initial layout of the work. (Shall not exceed 5% of the total bid for this permit.)