

265 Williamstown Pike Williamstown, WV 26187

# Request for Quotation

RFQ NUMBER

DEP15722

PAGE

5

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET 304-558-8802

**ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

25304

304-926-0499

DATE PRINT	ED	TER	MS OF SAL	E	SHIP VIA	F.O.B.	FREIGHT TERMS
02/05/	2012						
OPENING DATE:		03/20/	2012		BID	OPENING TIME (	1:30PM
LINE	QUA	NTITY	UOP	ÇAT, NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 1					* * * * * * * * * * * * * * * *	€ ¥
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	PROSPE NUMBER BIDDER CONTRA	CTIVE ON TH TO CO	BIDDE EIR B MPLET NAME:	R TO ID. E:	DE 21-11-11 REQUINCLUDE THE CONT		RECEIVE 2012 HAR 20 PM I WY FULCHASIN
	CONTRA		LICEN		/ÉRSE SIDE FOR TERMS AND CO	NDITIONS	DIVISION
ATURE					TELEPHONE	DAT	

## **GENERAL TERMS & CONDITIONS** REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after time 20. this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities at the time the purchasing agency tenders the initial payment to the bidder. purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the hidder or this bid. the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W Va. C.S.R. 8148-1-6.6).



NUNDOR

TITLE

RFQ COPY

TYPE NAME/ADDRESS HERE

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

#### Request for Quotation

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PAGE

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GUY NISBET 304-558-8802

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV

25304 304-926-0499

FREIGHT TERMS F.O.B. SHIP VIA TERMS OF SALE DATE PRINTED 01:30PM 02/05/2012 BID OPENING TIME 03/20/2012 BID OPENING DATE: **AMOUNT** UNIT PRICE CAT. ITEM NUMBER UOP QUANTITY LINE ADDENDUM NO. 'S: NO. NO. NO. 3 NO. 4 NO. UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. .SIGNATURE REV. 11/96 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE TELEPHONE SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE

TO BEO, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

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DEP 15722

PAGE 15

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET 304-558-8802

RFQ COPY TYPE NAME/ADDRESS HERE

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 02/05/2012 BID OPENING DATE: BID OPENING TIME 01:30PM 03/20/2012 CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE **AMOUNT** PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION 4123,136.66 THIS IS THE END OF RFQ DEP15722 \*\*\*\*\* TOTAL: \* \* \* \* \* \* SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

# Sugarcamp Run Burning Refuse DEP15722

Contractor's Bid Sheet

	^		
	Phillips an	1-	1
	Phillings.	1 Jandar	1116
Vendor's Name:	1 ////ps an	a Jordan	4-710

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

ITEM			IN HALBERTON	AL COLD ID
NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	LS	Mobilization, per lump sum	28,875,00	\$ 28,875.00
		(not to exceed 10% per each bid)	/	\$ '
2.0	LS	Construction Layout, per lump sum	35,942.27	\$35,942.67
		(not to exceed 5% per each bid)	,	S
.3.0	LS	Quality Control, per lump sum	20,291,27	\$ 26,291.27
		(not to exceed 3% per each bid)	,,	\$
4.0	LS	Site Preparation, per lump sum	16,771.40	\$ 16,771,40
		(not to exceed 10% per each bid)		\$
5.0	4535.0 L.F.	(Sediment Control Barrier) Straw Wattle, per lineal foot	4.69	524269.15
5.1	100.0 L.F,	(Sediment Control Barrier) Silt Fence, per lineal foot	6.80	\$ 680.00
5.2	1.0 EA.	Stabilized Construction Entrance, per each	4,217,55	5 42,217,55
6.0	10.0 AC.	Revegetation, per plan acre	2,208.27	s da,082.70
7.0	170.0 L.F.	Vee Ditch, Vegetated, per lincal foot	10.33	\$ 1,756.10
7.1	1500,0 L.F.	Vce Ditch, Rock Riprap Lined, per lineal foot	46,35	\$ 69,525,00
7.2	575.0 L.F.	Vee Ditch, Grouted Rock Riprap Lined, per lineal foot	82.66	s 47,529.50
7.3	1160.0 L.F.	Sediment Ditch, Vegetated, per lineal foot	11.05	\$ 19,778.00
7.4	19.0 EA.	Temporary Stone Check Dam, Type I, per each	335.16	\$ 6,368.04
7.5	3.0 EA.	Temporary Stone Check Dam, Type II, per each	4,300.4	s/9,300.98
8.0	89,345.0 CU. YD.	Unclassified Excavation, per cubic yard	8.13	5 7 26,374.85
10.0	10.0 AC.	Soil Cover, per plan Acre	627727	\$ 82,772,70
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24年至4号	的海军领导的高级企业的经	PROPERTY AND ADMINISTRATIVE OF THE PROPERTY OF	i i	/

Total: 1,123,136.66



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

COUNTY OF Wood TO-WIT:
I, <u>Jerry Tipton</u> , after being first duly sworn, depose and state as follows:  1. I am an employee of <u>Philips and Jordan Inc.</u> ; and, (Company Name)
2. I do hereby attest that Phillips and Jordan, Inc. (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.
The above statements are sworn to under the penalty of perjury.  Philips and Jordan, Inc.  (Company Name)  By:
Title: Division Manggel
Date: 3/19/12
Taken, subscribed and sworn to before me this
Official Seal Notary Public, State of West Virginia
Susan L. Beaver 265 Williamstown Pike Williamstown, WV 26187 My commission expires November 27, 2017  THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO  COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE
COMPLY WITH WV CODE PROVISIONS: 1A22011 AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF
- March 200

THE BID.

	West Virginia Dept. of
Agency	Environmental Protection
REQ.P.	0#

#### BID BOND

	phillips and lordan, Incorporated
KNOW ALL MEN BY THESE PRESENTS, That we, the	undersigned, Phillips and Soldan, Meep  912, as Principal, and Liberty Mutual Insurance Company a corporation organized and existing under the laws of the State of
KNOW ALL WEIN BY THE STATE OF THE KNOWIIIe, TN 37	as Principal, and <u>Liberty Fracture</u> , as Principal, and <u>Liberty Fracture</u>
of 6621 Williams Road Boston MA 02116	a corporation organized and existing under the laws of the State of, as Surety, are held and firmly bound unto the State
of 175 Berkeley Street , Boston, 117 Oity of Boston	, as Surety, are held and firmly bound unto the state
Massachusetts with its principal office in the City of	a corporation organized and existing direct and supplied and supplied and firmly bound unto the State , as Surety, are held and firmly bound unto the State  of Amount Bld (\$ (5%) ) for the payment of which,  s, our heirs, administrators, executors, successors and assigns.
of West Virginia, as Obligee, in the penal sum of Five Percent (5%)	of Amount Bio
and truly to be made, we jointly and severally bills	
Well and truly to be made,	reas the Principal has submitted to the Purchasing Section of the thereto and made a part hereof, to enter into a contract in writing for
a string of the above obligation is such that whe	reas the Principal has submitted to the reasonable a contract in writing for
The Condition of the above obligation proposal, attached	hereto and made a part hereof, to enter into a confident when a
Department of Administration a certain bid of projecting Sugarcamp Run	reas the Principal has submitted to the Fatalana I hereto and made a part hereof, to enter into a contract in writing for Burning Refuse
NOW THEREFORE,	all enter into a contract in accordance with the bid or proposal attached ed by the bid or proposal, and shall in all other respects perform the
(a) If said bid shall be rejected, or	all enter into a contract in accordance with the bid of proposal actions and shall in all other respects perform the ligation shall be null and void, otherwise this obligation shall remain in full ligation shall be surely for any and all claims hereunder shall, in no event,
(b) If said bid shall be accepted and insurance require	all efficient fills a contract shall in all other respects perform the ed by the bid or proposal, and shall in all other respects perform the ligation shall be null and void, otherwise this obligation shall remain in full le liability of the Surety for any and all claims hereunder shall, in no event, le liability of the Surety for any and all claims hereunder shall, in no event,
hereto and shall furnish any outer and bid, then this ob	ligation shall be that day and all claims hereunder shall, in no event,
force and effect. It is expressly understood and agreed that the	ligation shall be null and void, otherwise this obligation shall remain in rail ligation shall be null and void, otherwise this obligation shall remain in rail le liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this says	no head shall he in no
hereby stipulates	and agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby
The Surety, for the value received, hereby disparation of the time within v	which the Obligee may accept such bid, and oals
way impaired or affected by any oxioners	
	their hands and seals, and such of them as are corporations
IN WITNESS WHEREOF, Principal and Surety have	e hereunto set their hands and seals, and such of them as are corporations these presents to be signed by their proper officers, this
IN WITNESS WHEREOF, Principal and Surety have have caused their corporate seals to be affixed hereunto and	these presents to be signed by them property
20thday of _March, 20_12	
20th day of March	a sector of
	Phillips and Jordan, Incorporated (Name of Principal)
Principal Corporate Seal	(Name of this pay
	By West to President or
	IMUSI DE FIEGRACIA O
	Vice President)
	Vice President
	(Title)
	La company
	Liberty Mutual Insurance Company (Name of Surety)
Surety Corporate Seal	(Mattie of Salsay)
To a second control of the control o	1
	10. Marine Amimalle
	Catherine L. McMillan Attorney-in-Fact
	A surety incurance Raised corporate seals

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.

# THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

#### LIBERTY MUTUAL INSURANCE COMPANY BOSTON, MASSACHUSETTS POWER OF ATTORNEY

OW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company,  OW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company,  The end by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint TOM H. MCCARLEY, III,
OW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company (the "Company"), a Massachusetts sto
suant to and by authority of the By-law and Additional State of TENNESSEE
THERINE L. MCMILLAN, ALC OF THE
each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its each individually if there is each individually if the individually if there is each individually individually if the individually in
half ac cilifely allu do no do
Recution of such differential systems and attested by the secretary of the
hat this power is made and executed pursuant to and by authority of the following By-law and Authorization:    Authorization
ARTICLE XIII - Execution of Contracts: Section 5. Sufery by the chairman or the president, and other company to make, Any officer of the Company authorized for that purpose in writing by the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, Any officer of the Company authorized for that purpose in writing by the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company Such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, Company by their signature and execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-chairman or the president, and to help of the Company by the chairman or the president, and the Company by the chairman or the president, and the Company by the chairman or the president, and the Company by the chairman or the president, and the Company by the chairman or the president, and the Company by the chairman or the president, and the Company by the chairman or the president, and the Company by the chairman or the president, and the Company by the chairman or the president, and the Company by the chairman or the president, and the Company by the chairman or the president, and the Company by the chairman or the president, and the Company by the chairman or the president, and the Company by the chairman or the Company by the Company by the chairman or the Company by the C
execution of any such instruments and to attest a secretary.  signed by the president and attested by the secretary.
execution of any stern instrument stern instrument and attested by the secretary.  By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:  By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:  By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:  By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:  By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:  By the following instrument to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company is hereby authorized to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Ins
Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is never a started by Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is never a started by Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is never as surety of the Company to make, execute, seal, acknowledge and deliver as surety to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety at a proposition of the Company to make, execute, seal, acknowledge and deliver as surety to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety at a proposition of the Company to make, execute, seal, acknowledge and deliver as surety to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety at a surety
any and all undertakings, bonds, recognizations and are now in full force and effect.  That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.  November
That the By-law and the Authorization of the Company and the corporate doctors and the corporate doctors are the subscribed by an authorized officer or official of the Company and the corporate doctors are the company and the corporate doctors are the company and the corporate doctors.
That the By-law and the Authorization set forth above are true copies thereof and are now in the set of the Company and the corporate seal of Liberty IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of
2011 ) m/
By Wavid I Lang David M. Carey, Assistant Secretary
COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY
On this 1/th above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the day and year
organism.
WHEREOF I have hereunto subscribed my name and affixed my notatial scal at 19
The above 1 corporation.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.  The sea Pastelle, Notary Plants,
My Commence Penistrana Association of Notation   Increase Pastella, (1998)
CERTIFICATE  I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing the undersigned, Assistant Secretary of Liberty Mutual Insurance Company.  CERTIFICATE  I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing the secretary secretary secretary and the secretary secr
Section 5 of the By-laws of Liberty Mutual Insurance Company.  Section 5 of the By-laws of Liberty Mutual Insurance Company.  Section 5 of the By-laws of Liberty Mutual Insurance Company.  Section 5 of the By-laws of Liberty Mutual Insurance Company.
Section 5 of the By-laws of Liberty Metabolic Company at a meeting duly called and held on the 12th day of March, 1980.  This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced and held on the 12th day of March, 1980.  Vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.  VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certification of the company with a survey of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with
VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certific vote of the board of directors of Liberty Mutual Insurance company.  VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certific vote of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with same force and effect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this day.
same force and effect as though meaning and affixed the corporate seal of the said company, this the day
HN TESTIMONY WHEREOF, I have hereunto subscribed my marine and
Warch 2012 Burner

Gregory W. Davenport, Assistant Secretary

	West Virginia Dept. of
Agency	Environmental Protection
REQ.P.	O#

#### **BID BOND**

	Phillips and Jordan, Incorporated
KNOW ALL MEN BY THESE PRESENTS, The	at we, the undersigned, Phillips and Jordan, Incorporated  le, TN 37912, as Principal, and Liberty Mutual Insurance Company  a corporation organized and existing under the laws of the State of
of 6621 Wilbanks Road , Knoxvill	e, TN 37912, as Fill opal, and
of 175 Berkeley Street , Boston, MA 021	le, TN 37912 as Finished, and Existing under the laws of the State of, as Surety, are held and firmly bound unto the State
u desired office in the City Of	Buston
Massachusetts with its principal office in the city of West Virginia, as Obligee, in the penal sum of Five Pe	ercent (5%) of Amount Bid (\$ (5%) ) To the payment
of West Virginia, as Obliges, in the permits and severally bind	d ourselves, our heirs, administrators, executors, successors and assigns.
well and truly to be made, we jointly and several,	A series of the
tu abaya abligation is such	that whereas the Principal has submitted to the Purchasing Section of the
The Condition of the above obligation is odd.	Lattached hereto and made a part hereof, to enter into a contract in writing for
Department of Administration a certain bid of proposal	I, attached hereto and made a part hereof, to enter into a contract in writing for camp Run Burning Refuse
Sugare	NATURE CONTRACTOR OF THE PROPERTY OF THE PROPE
NOW THEREFORE,	and the proposal attached
hereto and shall furnish any other borids and industrial agreement created by the acceptance of said bid, the	incipal shall enter into a contract in accordance with the bid or proposal attached noe required by the bid or proposal, and shall in all other respects perform the en this obligation shall be null and void, otherwise this obligation shall remain in full sed that the liability of the Surety for any and all claims hereunder shall, in no event, a stated.
force and effect. It is expressly understood and agree exceed the penal amount of this obligation as herein	stated.
The Surety, for the value received, hereby way impaired or affected by any extension of the time	stipulates and agrees that the obligations of said Surety and its bond shall be within which the Obligee may accept such bid, and said Surety does hereby
o. W wo hard—the	weeks have hereunto set their hands and seals, and such of them as are corporations
IN WITNESS WHEREOF, Principal and St	urety have hereunto set their hands and seals, and such of them as are corporations eunto and these presents to be signed by their proper officers, this
have caused their corporate seals to be affixed here	aunto and those preserves
20th day of March , 2013	<u>2</u>
	Phillips and Jordan, Incorporated
Principal Corporate Seal	(Name of Principal)
Filliopar outpoint	1 6 Telest
	(Must be President or
	Vice President)
	Vice President
	(Title)
	LY
a to Cool	Liberty Mutual Insurance Company (Name of Surety)
Surety Corporate Seal	frame -
	Catherine L. McMillan Attorney-in-Fact
	Catherine L. McMillan 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.

### THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4990907

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

#### LIBERTY MUTUAL INSURANCE COMPANY BOSTON, MASSACHUSETTS

POWER OF ALTOKNEY
KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint TOM H. MCCARLEY, III,
pursuant to and by authority of the by-law and Authorization inclonitate, but the company of the by-law and Authorization inclonitate, but the company of th
, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding DOLLARS (\$ 500,000,000.00
execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.
That this power is made and executed pursuant to and by authority of the following By-law and Authorization:
ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.  Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, chairman or the president may prescribe, shall appoint such attorneys-in-fact; as may be necessary to act in behalf of the Company to make, chairman or the president, and subject to such limitations as the Any officer of contracts, as may be necessary to act in behalf of the Company to make, chairman or the president, and subject to such limitations as the Any officer of contracts and other surety obligations. Such attorneys-execute, seal, acknowledge and deliver as surety any and all undertakings.  In the Company of the Company by their signature and in-fact, subject to the limitations as the Any officer of contracts.  In the Company of the Company of the Company of the Company of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.
By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:
Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.
That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of day of hovember
Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of
COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY
On this 17th day of November, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year
Plymosth Two, Montgamery Costnity  Sty Communición Expirita Mari 28, 2013  By William Maria Bublio
Memoer, Penedylyama Association of Nataries Teresa Pastella, Notary Public  CERTIFICATE  WSYLVE C

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this action is a company, this action is a company.

Gregory W. Davenport, Assistant Secretary