

Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 32 — Reclamation

Proc Folder: 33901

Doc Description: Addendum #5 -Reclamation on mining operation ref: DEP16529

Proc Type: Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

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 2014-12-04 13:30:00
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BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

US

VENDOR

Vendor Name, Address and Telephone Number:

E+A Enterprises, INC OBA Tri-loudy Leasing
PO BOX 631
Holden, www 25425
304-239-2770

25305

12/04/14 09:22:17 West Virginia Purchasing Division Revised

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Beth Collins (304) 558-2157 beth.a.collins@wv.gov

Signature X

at-

FEIN#

200722542

DATE 12/1/14

All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

INVOICE TO		SHIP TO	
ENVIRONMENTAL PR OFFICE OF SPECIAL		ENVIRONMENTAL PR	
47 SCHOOL ST, STE	01	47 SCHOOL ST, STE	301
PHILIPPI	WV26416	PHILIPPI	WV 26416-9998
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization and Demobilization	1.00000	LS		, 00
					(0.000.

facturer	Specification	Model #	
		opeomounen	opcomoditori wiodel #

Mobilization and Demobilization (Shall not exceed 5% of Total Bid)

INVOIGE TO		SHIP TO	
ENVIRONMENTAL PRO	ECLAMATION	ENVIRONMENTAL PRO OFFICE OF SPECIAL RI	A STATE OF THE STA
47 SCHOOL ST, STE 30	J1	47 SCHOOL ST, STE 30	1
PHILIPPI	WV26416	PHILIPPI	WV 26416-9998
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Site Preparation	1.00000	LS		50
					3.135.

Comm Code	Manufacturer	Specification	Model #	
71101501				

Extended Description:

Site Preparation (Shall not exceed 5% of Total Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PRO OFFICE OF SPECIAL R 47 SCHOOL ST, STE 30	ECLAMATION	ENVIRONMENTAL PR OFFICE OF SPECIAL I	RECLAMATION
PHILIPPI	WV26416	47 SCHOOL ST, STE 3	WV 26416-9998
US		us	

Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
Storm Water Management	500.00000	LF		2 460 00
-		41)	diy Onit issue	Gint Price

Comm Code	Manufacturer	Specification	Model #	
70171802			Wodel II	

Storm water management

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROOFFICE OF SPECIAL F	ECLAMATION	ENVIRONMENTAL PRO OFFICE OF SPECIAL F 47 SCHOOL ST, STE 3	RECLAMATION
PHILIPPI	WV26416	PHILIPPI	WV 26416-9998
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Revegetation	2.00000	ACRE		, 50
					6,400.

Comm Code	Manufacturer	A 14 11		
	Manufacturer	Specification	Model #	
10150000				

Extended Description:

Revegetation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PRO OFFICE OF SPECIAL R 47 SCHOOL ST, STE 30	ECLAMATION	ENVIRONMENTAL PRO OFFICE OF SPECIAL F 47 SCHOOL ST, STE 3	RECLAMATION
PHILIPPI	WV26416	PHILIPPI	WV 26416-9998
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Incidental Stone	200.00000	TON		11 00
					4,800.

Comm Code	Manufacturer	Specification	Model #	
11111600				

Extended Description :

Incidental Stone

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROOFFICE OF SPECIAL F	RECLAMATION	ENVIRONMENTAL PRO OFFICE OF SPECIAL F 47 SCHOOL ST. STE 3	RECLAMATION
PHILIPPI	WV26416	PHILIPPI	WV 26416-9998
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Grouted Limestone Rip-Rap V-Ditch #1	210.00000	LF		12 390,00

Comm Code	Manufacturer	Specification	Model #	
11111600				

Grouted Limestone Rip-Rap V-Ditch #1

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROOFFICE OF SPECIAL F	RECLAMATION	ENVIRONMENTAL PROOFFICE OF SPECIAL F	RECLAMATION
PHILIPPI	WV26416	PHILIPPI	WV 26416-9998
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Eliminate Alkalinity Cell #1, Construct Pond #4	1.00000	LS		19/27/6

	Model #	

Extended Description:

Eliminate Alkalinity Cell #1, Construct Pond #4

INVOICE TO	SHIP	TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301	OFFI	RONMENTAL PROTECTION CE OF SPECIAL RECLAMATION CHOOL ST, STE 301	
PHILIPPI WV2	6416 PHILI	IDDI	VV 26416-9998
US	US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Install Dike and Pipe in Ditch 'A'	1.00000	LS	**************************************	240400
					2,909.

Comm Code	Manufacturer	Specification	Model #	
70171706				
- Company - Company - Alaston				

Install Dike and Pipe in Ditch 'A'

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROOFFICE OF SPECIAL F	RECLAMATION	ENVIRONMENTAL PROOFFICE OF SPECIAL F	RECLAMATION
PHILIPPI	WV26416	47 SCHOOL ST, STE 3 PHILIPPI	01 WV 26416-9998
us		us	

Line	Comm Ln Desc	Qtý	Unit Issue	Unit Price	Total Price
9	Access Road Extension	250.00000	LF		3 120 00

Model #	Specification	Manufacturer	Comm Code
			95111503
Wodel #			95111503

Extended Description:

Access Road Extension

INVOICE TO		SHIP TO	
ENVIRONMENTAL PR OFFICE OF SPECIAL I 47 SCHOOL ST, STE 3	RECLAMATION	ENVIRONMENTAL PROTE OFFICE OF SPECIAL REC 47 SCHOOL ST, STE 301	
PHILIPPI	WV26416	PHILIPPI	WV 26416-9998
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Cleanout/Repair Baffle Curtains in Pond #1	1.00000	LS		1780.00

Comm Code	Manufacturer	Specification	Model #	
47101555				

Extended Description:

Cleanout/Repair Baffle Curtains in Pond #1

INVOICE TO		SHIP TO	
ENVIRONMENTAL PR OFFICE OF SPECIAL I 47 SCHOOL ST, STE 3	RECLAMATION	ENVIRONMENTAL PRO OFFICE OF SPECIAL F 47 SCHOOL ST, STE 3	RECLAMATION
PHILIPPI	WV26416	PHILIPPI	WV 26416-9998
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Cleanout/Repair Baffle Curtains in Pond #2	1.00000	LS		1 780.00

Comm Code	Manufacturer	Specification	Model #	
47101555				

Cleanout/Repair Baffle Curtains in Pond #2

INVOICE TO		SHIP TO	
ENVIRONMENTAL PRO OFFICE OF SPECIAL R 47 SCHOOL ST, STE 30	ECLAMATION	ENVIRONMENTAL PRO OFFICE OF SPECIAL R 47 SCHOOL ST, STE 30	ECLAMATION
PHILIPPI	WV26416	PHILIPPI	WV 26416-9998
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Cleanout/Refill Alkalinity Cell #2	1.00000	LS		11 200 80

Comm Code	Manufacturer	Specification	Model #	
71101501				-
7 1 10 100 1				

Extended Description:

Cleanout/Refill Alkalinity Cell #2

INVOICE TO		SHIP TO	
ENVIRONMENTAL PRO		ENVIRONMENTAL PRO	
47 SCHOOL ST, STE 30	01	47 SCHOOL ST, STE 3	01
PHILIPPI	WV26416	PHILIPPI	WV 26416-9998
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Limestone Rip-Rap V-Ditch #2	315.00000	LF		7648.00

Comm Code	Manufacturer	Specification	Model #	
11111600				

Limestone Rip-Rap V-Ditch #2

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROOFFICE OF SPECIAL F	RECLAMATION	ENVIRONMENTAL PR OFFICE OF SPECIAL 6 47 SCHOOL ST, STE 3	RECLAMATION
PHILIPPI	WV26416	PHILIPPI	WV 26416-9998
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Construct Alkalinity Cell #3	1.00000	LS		117111 30
					47,419.

	Model #	Specification	Manufacturer	Comm Code
			3.474	7110150 1
•		100000000000000000000000000000000000000		7110150 1

Extended Description:

Construct Alkalinity Cell #3

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROOFFICE OF SPECIAL F	RECLAMATION	ENVIRONMENTAL PRO OFFICE OF SPECIAL R 47 SCHOOL ST, STE 30	RECLAMATION
PHILIPPI	WV26416	PHILIPPI	WV 26416-9998
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Install Ag lime in V-ditch #2 and ditch	150.00000	TON		5325 00

Comm Code	Manufacturer	Specification	Model #	The state of the s
11111600				

Extended Description:

Install Ag Iime in V-ditch #2 and ditch 'B'

	Document Phase	Document Description	Page 8
DEP1500000017	Final	Addendum #5 -Reclamation on mi ning	of 8
		operation ref: DEP16529	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: DEP1500000017 Addendum Number: 05

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

1	/1	Modify bid opening date and time
I	I	Modify specifications of product or service being sought
I	I	Attachment of vendor questions and responses
ſ	l	Attachment of pre-bid sign-in sheet
[4	1	Correction of error
ſ	I	Other

Description of Modification to Solicitation:

This addendum is issued to correct the following errors:

- 1. To attach a copy of bid bond for and preparation instructions.
- 2. To attach a copy of the drug free workplace affidavit and drug free worksheet.

The bid opening date will change to December 4, 2014 at 1:30 PM, EST.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A



LOGAN BANK & TRUST COMPANY

43 WASHINGTON AVENUE \(\triangle \)

LOGAN, WEST VIRGINIA 25601 △

TELEPHONE: (304) 752-1166 OR FAX: (304) 752-4649

November 28, 2014

WV Purchasing Division

Attention: Beth Collins

Dear Ms. Collins:

Logan Bank & Trust Company will guarantee any checks issued by E & A Enterprises, Inc. DBA Tri-County Leasing on DDA Account No. 91669 that are drawn on our bank This guarantee is good up to the aggregate amount of \$6,986.41 for only those checks written on December 1, 2014 and presented to Logan Bank & Trust Company for payment on or before December 12, 2014.

If you have any questions, please feel free to contact me at (304) 752-1192.

Sincerely,

Eddie Joe Canterbury

Senior Vice President/C.L.O.

EJC:th

	Agency11
	REQ.P.O#
BID BOND	
KNOW ALL MEN BY THESE PRESENTS, That we, the undersign	gned,
,,	as Principal, and
, a corpora	ation organized and existing under the laws of the State of
with its principal office in the City of	as Surety, are held and firmly bound unto the State
of vvest virginia, as Obligee, in the penal sum of	(\$) for the payment of which
well and truly to be made, we jointly and severally bind ourselves, our heir	s, administrators, executors, successors and assigns.
The Condition of the above obligation is such that whereas th Department of Administration a certain bid or proposal, attached hereto an	e Principal has submitted to the Purchasing Section of the d made a part hereof, to enter into a contract in writing for
NOW THEREFORE,	
(b) If said bid shall be accepted and the Principal shall er attached hereto and shall furnish any other bonds and insurance required the agreement created by the acceptance of said bid, then this obligation of full force and effect. It is expressly understood and agreed that the liability event, exceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees the way impaired or affected by any extension of the time within which the Cowaive notice of any such extension.	y of the Surety for any and all claims hereunder shall, in no
WITNESS, the following signatures and seals of Principal and Sure	ety executed and sealed by a proper officer of Drive included
Surety, or by Principal individually if Principal is an individual, thisday	of, 20
Principal Seal	
	(Name of Principal)
	,
	By(Must be President, Vice President, or Duly Authorized Agent)
	(Title)
urety Seal	
	(Name of Surety)
	Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

BID BOND PREPARATION INSTRUCTIONS

100			ACENCY (A)
			AGENCY_(A)_ RFQ/RFP#(B)_
(A)	WV State Agency	Prom	Rid Bond
(11)	(Stated on Page 1 "Spending Unit")	KNOW ALL M	IEN BY THESE PRESENTS, That we, the undersigned,
(B)	Request for Quotation Number (upper right	as Principal, and	of (D) (E)
(2)	corner of page #1)	as Finicipal, and	(F) Of (G)
(C)	Your Business Entity Name (or Individual	of the State of	, a corporation organized and existing under the laws
. ,	Name if Sole Proprietor)	of the State of	(I) with its principal office in the City of , as Surety, are held and firmly bound unto The State
(D)	City, Location of your Company	of West Virginia as Obliga	ee, in the penal sum of(K)
(E)	State, Location of your Company	(\$ (1)	for the payment of which, well and truly to be made,
(F)	Surety Corporate Name	we jointly and severally him	and ourselves, our heirs, administrators, executors,
(G)	City, Location of Surety	successors and assigns.	id ourserves, our news, administrators, executors,
(H)	State, Location of Surety	but a bolgio.	
(I)	State of Surety Incorporation	The Condition of	of the above obligation is such that whereas the Principal has submitted to
(J)	City of Surety's Principal Office	the Purchasing Section of th	he Department of Administration a certain bid or proposal, attached hereto
(K)	Minimum amount of acceptable bid bond is	and made a part hereof to en	nter into a contract in writing for
	5% of total bid. You may state "5% of bid"		
	or a specific amount on this line in words.		(M)
(L)	Amount of bond in numbers		
(M)	Brief Description of scope of work		
(N)	Day of the month		
(O)	Month	NOW THEREFO	DRE
(P)	Year		
(Q)	Name of Business Entity (or Individual Name	(a) If said	d bid shall be rejected, or
(R)	if Sole Proprietor) Seal of Principal	(b) If said	d bid shall be accepted and the Principal shall enter into a contract in
(S)	Signature of President, Vice President, or	accordance with the bid or n	proposal attached hereto and shall furnish any other hands and insurance
(6)	Authorized Agent	required by the bid or propo	osal, and shall in all other respects perform the agreement created by the
(T)	Title of Person Signing for Principal	acceptance of said bid then	this obligation shall be null and void, otherwise this obligation shall
(Ū)	Seal of Surety	for any and all alaims beautiful	ect. It is expressly understood and agreed that the liability of the Surety
(\mathbf{v})	Name of Surety	herein stated	under shall, in no event, exceed the penal amount of this obligation as
(W)	Signature of Attorney in Fact of the Surety	nerem stated	
. ,	g	The Surety for a	value received hereby etimulates at the state of the stat
		Surety and its hand shall be it	value received, hereby stipulates and agrees that the obligations of said in no way impaired or affected by any extension of time within which the
NOTE 1:	Dated Power of Attorney with Surety Seal	Obligee may accept such hid:	and said Surety does hereby waive notice of any such extension.
	must accompany this bid bond.	g may decept back bla	and said surety does necesy waive notice of any such extension.
		WITNESS, the	e following signatures and seals of Principal and Surety, executed and
		sealed by a proper officer of	of Principal and Surety, or by Principal individually if Principal is an
		individual, the (N) day o	of (0) , 20 (P) .
		Principal Seal	(0)
			(Name of Principal)
		(R)	
			By(S)
			(Must be President, Vice President, or
			Duly Authorized Agent)
			(T)
***			Title
		Surety Seal	Mn.
		(U)	(V) (Name of Surety)
		(3)	(Ivalie of Surety)
			(W)
			Attorney-in-Fact
			C 200 • September

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: 05

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Adde	endu	ım :	Numbers Received:			
			ox next to each addendum	receive	d)	
]]	Addendum No. 1	[]	Addendum No. 6
	[]	Addendum No. 2]]	Addendum No. 7
	[]	Addendum No. 3]]	Addendum No. 8
	[]	Addendum No. 4	1]	Addendum No. 9
	[/	1	Addendum No. 5	ſ	1	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Company

Company

Authorized Signature

12/1/4

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

E&A Enterprises DBA Tri County Leasing.

Drug & Alcohol Testing Policy

Zero Tolerance Drug & Alcohol Policy Revised July 1, 2013 Purpose

Tri County Leasing continues its commitment and obligation to provide and maintain a safe and productive work environment free from the adverse effects of drugs and alcohol. The Company disapproves of the use of any illegal drug and/or the abuse of legal drugs or alcohol by its employees. The unlawful manufacture, distribution, dispensing, possession or use of an illegal drug or alcohol in the workplace is prohibited.

Policy Overview

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user, but also to all those who work with the user, as well as adversely affect the user's job performance. The possession, use or sale of an illegal drug or alcohol in the workplace may also pose unacceptable risks for safe, healthful and efficient operations.

The Company recognizes that its own well-being and future are dependent upon the physical and psychological health of its employees. Accordingly, it is the right, obligation and intent of the Company to maintain a safe, healthful and efficient working environment for all of its employees and to protect Company property, equipment and operations.

This policy Drug & Alcohol Testing Policy ("Policy") applies to <u>all</u> employees of the Company and all contractors, subcontractors, their employees, agents and visitors. Further, the use, possession, sale or solicitation of alcohol, illegal drugs or drug paraphernalia is strictly prohibited on Company property.

Exceptions

The use of prescription drugs in a manner approved by the employee's physician, with the assurance that such usage will not impair safe job performance, is not prohibited.

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POLICY STATEMENT

I. ON-THE-JOB USE, POSSESSION, DISTRIBUTION, MANUFACTURE, OR BEING UNDER THE INFLUENCE, OF DRUGS OR ALCOHOL IS PROHIBITED

A. Alcohol

Being under the influence¹ of or in an impaired condition due to alcohol by any employee while performing Company business or while in a Company facility, or while operating vehicles which the Company owns, leases, rents or otherwise operates is strictly prohibited. In addition, the Company prohibits employees, contractors and subcontractors from reporting to work under the influence of or in an impaired condition due to alcohol.

B. Legal Drugs²

Except as provided below, the use or being under the influence of any legally obtained drug by any employee while performing Company business or while in a Company facility, or while operating a Company vehicle is prohibited to the extent such use or influence may affect the safety of the employee, co-workers, the employee's job performance, or the safe or efficient operation of the Company facility or vehicle.

If you are under medical care that requires you to take a controlled substance or classified narcotic drug, or any drug that carries a warning label to exercise care or caution when operating heavy machinery or driving, and any of those functions are part of your job duties, you must provid Tri County Leasing e-with a copy of the prescription and a letter from your physician certifying that the drug will not impair your mental and/or physical ability required for the performance of your job. -Tri County Leasing will keep this information strictly confidential. Notwithstanding the above, the Company may at any time suspend you from work while taking any prescription drug that may impair your ability to perform your job and pose a direct threat to you or other persons. Failure to notify management that you are taking any such drug can result in disciplinary action, up to and including discharge.

If the legal drug is taken because of a disability and it impairs the employee's job performance, Management and the employee will work together in an effort to find a reasonable accommodation to enable the employee to perform all the

¹ "Under the Influence" means, for the purposes of this Policy, that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of being "under the influence" can be established by a professional opinion, a scientifically valid test, and, in some cases such as alcohol, by a layperson's opinion based on observation and/or smell.

² "Legal Drugs": includes prescribed drugs and over-the-counter drugs which have been legally obtained and are

² "Legal Drugs": includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured. It does not include K-2 or synthetic cannabis or other drugs designed for recreational uses.

essential functions of the employee's job without posing a direct threat to the health or safety of others.

In addition, this Policy also strictly prohibits the use or being under the influence of any prescription drug for which the employee does not have a valid prescription. The use of any prescription drug without a valid prescription by an employee while in a Company facility or while performing Company business, or while in vehicles which the Company owns, leases, rents or otherwise operates is strictly prohibited. In addition, the Company prohibits employees, contractors and subcontractors from reporting to work under the influence of or in an impaired condition due to the use of prescription drugs without a valid prescription. Violation of this Policy can result in disciplinary action, up to and including termination or the severance of any business or other relationship with the Company.

C. Illegal Drugs³

The use, distribution, purchase, transfer, possession, manufacture and/or cultivation of an illegal drug by an employee while in a Company facility or while performing Company business, or while in vehicles which the Company owns, leases, rents or otherwise operates is strictly prohibited. The presence of any detectable amount of any illegal drug in any employee while performing Company business, while in a Company facility, or while operating a Company vehicle is prohibited. In addition, the Company prohibits employees, contractors and subcontractors from reporting to work under the influence of or in an impaired condition due to illegal drugs.

II. DISCIPLINARY ACTION AND REHABILITATION

Violation of this Policy can result in disciplinary action, up to and including termination or the severance of any business or other relationship with the Company, even for a first offense. An employee may be disciplined or terminated if convicted of an offense that involves the use, distribution or possession of illegal drugs and/or alcohol. Further, the Company will follow the reporting requirements of West Virginia law.

III. SEARCHES

The Company may conduct unannounced searches without advance notice for illegal drugs and alcohol in Company facilities. Employees are expected to cooperate in the conducting of such searches. Searches of employees and their personal property may be conducted when there is reasonable suspicion that the employee or employees are in violation of this Policy.

³ "Illegal Drug" means: any drug (a) which is not legally obtainable or (b) which is a legal drug but has not been legally obtained or (c) prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes or (d) prescribed drugs being used in quantities in excess of therapeutic or prescribed amounts or (e) prescribed drugs being used in a manner not prescribed by one's physician. It also includes marijuana (whether prescribed or not), synthetic cannibinoid or other drugs created for recreational use.

Searches of employees and their personal property may otherwise be conducted when circumstances or workplace conditions justify them as determined by Management.

An employee's consent to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination, even for a first refusal.

Searches of Company facilities and property can be conducted at any time and do not have to be based on reasonable suspicion.

IV. DRUG AND ALCOHOL TESTING EVENT

- A. POST-OFFER SCREENING. The Company will maintain post-offer screening practices designed to prevent hiring individuals who use illegal drugs and alcohol⁴
- B. REASONABLE SUSPICION. The Company may require a blood test, urinalysis, hair test, oral fluid test or other screening method for the use of illegal drugs or alcohol of those employees suspected of using or being under the influence of an illegal drug or alcohol.
- C. MINE SITE INCIDENTS. The Company may require a blood test, urinalysis, hair test, oral fluid test or other screening method for the use of illegal drugs or alcohol of those employees involved in any mine site incidents. Incidents resulting in a near miss, personal injury or property damage may require testing. Serious or fatal accidents will require immediate testing of all employees involved.
- D. RANDOM TESTING. The Company will conduct random testing for illegal drugs and alcohol⁵ of employees in safety sensitive positions.⁶ All employees whose positions are determined by Management to be safety sensitive will normally be so informed, either individually or as a group, before being asked to submit to random testing. Safety sensitive positions, may include, but are not necessarily limited to:
 - 1. Those positions, the regular duties of which, require the employee frequently or from time to time to be in an area of a mine or other facility containing operating or mechanical equipment where the employee's actions or failure to act could cause major or severe incidents resulting in harm to him or herself, other employees, the public, or the environment.
 - 2. Those positions which include direct responsibility for the engineering,

⁴ Post-offer screening in WV will involve a breath test for alcohol and testing of a specimen for numerous substances including but not limited to amphetamines, cannabinoids/thc, cocaine, opiates, phencyclidine (pcp), benzodiazepines, propoxyphene, methadone, barbiturates, and synthetic narcotics.

⁵ Random testing in WV will involve a breath test for alcohol and testing of a specimen for numerous substances including but not limited to amphetamines, cannabinoids/thc, cocaine, opiates, phencyclidine (pcp), benzodiazepines, propoxyphene, methadone, barbiturates, and synthetic narcotics.

The term "safety-sensitive position" shall mean an employment position where the employee's job responsibilities include duties and activities that involve the person safety of the employee of others working at the mine.

inspection, construction, operation or maintenance of equipment/machinery or employee safety where the employee's actions or failure to act could cause major or severe incidents resulting in harm to him or herself, other employees, the public or the environment, or

3. Executive, managerial, or supervisory positions with direct control of employees who would be considered safety-sensitive under this Policy.

E. CONSENT TO TESTING EVENTS AS A CONDITION OF EMPLOYMENT. An employee's consent to submit to a screen or test under paragraphs IV (A) through (D) is required as a condition of employment. The employee's refusal to consent will result in termination.

The Company may require employees who have not been actively employed for at least (30) calendar days to submit to a substance abuse screening before returning to work. Otherwise, the returning employee will be included in the next regularly scheduled random drug screen for the Company. In such circumstances, return to work will be contingent upon a negative test result. Failure to pass the screening test or refusal to consent to the screening test may result in the termination of employment rights at the Company.

V. CONTRACT PERSONNEL

The Company's Zero Tolerance Drug and Alcohol Policy This applicable to contract personnel, vendors, contractors, subcontractors, their employees, and agents when working at the Company's facilities. Violation of these provisions or refusal to cooperate with implementation of this Policy can result in the Company's barring an individual from the Company facilities or from participating in the Company's work. It may also result in the severance of any business or other relationship with the Company.

VII. INDIVIDUAL'S EMPLOYMENT RIGHTS PENDING RECEIPT OF TEST RESULTS

In addition to appropriate disciplinary measures, including suspension or other disciplinary measures taken in response to an incident or course of conduct which gave rise to the screening test, the Company may place the employee on suspension without pay until laboratory results are received. If the test result is negative, the employee will be reinstated with back pay.

VIII. REQUIREMENTS OF APPLICABLE LAW

In situations where federal, state or local law establishes requirements that are different from or in addition to the terms of this Policy (e.g., random and periodic testing required by Department of Transportation regulations), the Company shall follow the requirements of the applicable law as well as the terms of this Policy to the extent the Policy is consistent with the applicable law.

Tri County Leasing. DRUG AND ALCOHOL SCREENING PROGRAM PROCEDURAL GUIDELINES

I. Random Selection Process

- A. Method A scientifically valid method will randomly select a predetermined percentage of the safety-sensitive workforce for drug screening. Employees will be selected from a database containing the names of all employees whose positions have been designated as safety sensitive. Detailed information on the selection method is available through the Human Resources Department.
- B. Notification The Human Resources Department will generate a list of employee names randomly selected for drug screening. The Human Resources Department will then notify the individual's supervisor. The individual supervisor will be responsible for notifying the selected employee to report for testing.
- C. Unavailability Employees away from the office on company business, vacation, personal business, illness, etc., will have their names held to be tested upon their return.
- D. Failure to Cooperate Employees who refuse to cooperate with the notification procedures or specimen collection process, as outlined herein, or who, in the sole determination by the Company, attempt to evade the collection process (e.g. shave hair off body, use a masking agent or other means to thwart the test), will be subject to discipline, up to and including discharge.

II. Testing Procedures

For any drug and alcohol testing event (as described in paragraph IV(A) through (D) above), the employee will be advised that he or she will be required to submit a specimen for testing, either on-site or at the office of a medical and/or testing facility as designated by the Company, for the purpose of detecting the presence of alcohol and/or drugs. Also, the employees will perform a breath test for the purpose of detecting the presence of alcohol during any Post-Offer Screening and Random Testing event. The situation shall be discussed privately and informally between the Company's management, the employee, and, if the employee chooses, a readily available witness working that day. All samples shall be properly identified and handled with appropriate chain of custody documentation.

Prior to conducting an alcohol or drug test, the employee will be asked to sign a Medical Release Form, whereby the employee agrees and understands that he/she will submit a sample upon which a testing analysis will be performed, and that test results will be reported to the employer by the testing lab. Employees who refuse to submit to screening tests or sign a Medical Release Form for that test may be disciplined up to and

⁷ For testing in WV, this percentage is 25% of the employees working at a mine or facility annually. Such percentage will be reached through at least 4 random testing events annually.

percentage will be reached through at least 4 random testing events annually.

Solischarge of an employee in WV for refusal to comply with testing will be reported to the Director of the WV Office of Miners Health, Safety, and Training and is grounds for decertification.

⁹ For WV employees' test samples, split samples (as defined in applicable law) will be collected in compliance with U.S. Department of Transportation procedures as detailed in federal regulations (49 CFR Part 40).

including termination of employment. Evidence of adulteration of a test sample will be presumed a refusal to submit to a test.

A medical or other testing facility designated by the Company shall conduct all screening and confirmation testing governing matters of pre-employment; return to work after an illness or injury; rehire after being laid-off, and cases of reasonable suspicion for impairment. The employer shall pay the costs associated with the initial test procedure. The laboratories used by the Company will be those recognized by state law as approved drug-testing laboratories. ¹⁰

To ensure confidentiality, all test results shall be provided by the laboratory conducting the test only to appropriate Company officials who are responsible for taking action or providing advice based upon the results of the testing. Copies of all documents received by the Company, including but not limited to, test results, computer printouts, graphs, charts, interpretations and chain-of custody forms shall be made available upon request by the employees who are tested.

III. Medical Review Administrator (MRO)

An independent Medical Review Officer (MRO) will review all drug laboratory results. The role of the MRO will be to review and interpret all screens and positive test results obtained through the Company's screening program. The MRO will also examine any alternate medical explanations for any positive test results which may be provided by the employee either prior to or after any drug or alcohol test.

IV. Results

The MRO will report all laboratory results to Tri County Leasing. Information and positive test results will be treated as confidential and will be disclosed only on a need-to-know basis and to the OMHST, if it is a result required to be reported under West Virginia law. ¹¹

V. Retesting

In appropriate circumstances, the Company may consent to an employee's request for a retest (either testing a split sample or otherwise). The employee must make any request for a retest directly to the MRO within 72 hours of notification of a positive test result. Employees in WV have the right to have a split sample tested by a laboratory certified by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA). The cost of any retest will be sole responsibility of

For testing of samples for WV employees, only laboratories certified by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) will be used.
 Such records for employees in WV will be maintained and open for inspection by the Director of the WV Office of Miners Health, Safety, and Training. Records of positive test results and refusals to comply with testing will be maintained for at least 5 years.

the employee. If there is a retest, the Company generally will delay any disciplinary action or OMHST reporting, however the employee will typically be placed on leave without pay until the results of the retest are communicated to the Company by the MRO. If the results are negative, the employee will be reinstated with back pay.

VI. Summary

Because there are periodically advances in drug testing, as well as new drugs or ways of abusing drugs developed over time, the policies contained herein are general guidelines and are subject to change. Further, these policies do not create any contractual rights or guarantees and the Company may amend or terminate these policies at any time.

Tri County Leasing RECEIPT OF DRUG AND ALCOHOL POLICY

I hereby acknowledge that I have received a copy of the <u>Tri County Leasing.</u> Drug and Alcohol Policy. By signing this receipt, I have been informed that I am in a Safety Sensitive position and am therefore subject to random drug testing and all provisions of the Policy.

I further acknowledge that the policies and procedures in the Policy are general guidelines and do not create any legal rights or guarantees, and that the Company reserves the right to amend or terminate the Policy at any time.

Signed:	 	
Print:		
Date:		



100-178 Nov. 08/2013

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

STATE OF WEST VIRGINIA,
COUNTY OF LOGAN TO-WITS
I, DAUED MURR, after being first duly sworn, depose and state as follows:
1. I am an employee of StR miwe training t Drus testion; and, (Company Name)
2. I do hereby attest that TRi County Leasing (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-10.
The above statements are sworn to under the penalty of perjury. By: Word 5 Murk
TIME: TESTER & INSTRUCTOR.
Company Name: SEB mine training
Date: 12/2/14
Taken, subscribed and sworn to before me this 2 day of <u>December</u> . By Commission expires 2-6-18
(Seal): OFFICIAL SEAL STATE OF WEST VIRGINIA MOTARY PUBLIC THAN M. Fleming P.O. Box 1233

Chapmanylle, WV 25508
My Commission Expines Feb. 6, 2018
THIS AFFIDAVIOLEM HUS IN SECULATION OF THE BIID IN ORDER TO COMPLY
WITH WY CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE
BID SHALL RESULT IN DISQUALIFICATION OF THE BIID.

Des Architech fills &

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JUNCIN #UUU115





S & B MINE TRNG & DRG TST STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE 88802532-02 MR00237 A. Employer Name, Address, I.D. No. B. MRO Name, Address, Phone and Fax No. ACCT: SBJ. DANV. REF1 BEN GERSON MD COMPANY NAME 2837 SOUTHAMPTON RD ADDE: PHILADELPHIA, PA PH: 215-637-6800 FX: 215-637-6998 C. Donor SSN or Employee I.D. No. D. Specify Testing Authority: ☐ HHS ☐ NRC ☐ DOT - Specify DOT Agency: ☐ FMCSA ☐ FAA ☐ FRA ☐ FTA ☐ PHMSA ☐ USCG E. Reason for Test: ☐ Pre-employment Random ☐ Reasonable Suspicion/Cause ☐ Post Accident ☐ Other (specify) ☐ Return to Duty ☐ Follow-up F. Drug Tests to be Performed: ☐ THC, COC, PCP, OPI, AMP ☐ THC & COC Only ☐ Other (specify) G. Collection Site Address: SBJ0001/S & B MINE TRNG & DRG TST PH: 304-369-6463 Collector Phone No. 89 TOWN SQUARE DANVILLE, WY 25053 FX: 304-369-6433 Collector Fax No. STEP 2: COMPLETED BY COLLECTOR (make remarks when appropriate) Collector reads specimen temperature within 4 minutes. Temperature between 90° and 100° F? Yes No, Enter Remark Collection: Split Single None Provided, Enter Remark Observed, Enter Remark REMARKS STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy) STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY TEST FACILITY I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed and released to the Delivery Service noted in accordance with applicable Federal requirements SPECIMEN BOTTLE(S) RELEASED TO: Signature of Collector AN PM (PRINT) Collector's Name (First, MI, Last) Date (Mo./Day/Yr.) Name of Delivery Service RECEIVED AT LAB OR IITF: Primary Specimen | SPECIMEN BOTTLE(S) RELEASED TO: **Bottle Seal Intact** X YES Signature of Accessioner If NO, Enter remark (PRINT) Accessioner's Name (First, MI, Last) in Step 5A. Date (Mo./Day/Yr.) STEP 5a: PRIMARY SPECIMEN REPORT - COMPLETED BY TEST FACILITY POSITIVE FOR: Marijuana Metabolite (Δ9-THCA) NEGATIVE 6-Acetylmorphine Methamphetamine MDMA Cocaine Metabolite (BZE) Morphine DILUTE Amphetamine MDA PCP Codeine MDEA REJECTED FOR TESTING ADULTERATED SUBSTITUTED INVALID RESULT REMARKS Test Facility (if different from above) I certify that the specimen identified on this form was examined upon receipt, handled using chain of custody procedures, analyzed, and reported in accordance with applicable Federal requirements. Signature of Certifying Technician/Scientist (PRINT) Certifying Technician/Scientist's Name (First, MI, Last) STEP 5b: COMPLETED BY SPLIT TESTING LABORATORY ☐ FAILED TO RECONFIRM - REASON_ I certify that the split specimen identified on this form was examined upon receipt, handled using chain of custody procedures, analyzed, Laboratory Name and reported in accordance with applicable Federal requirements. X Laboratory Address Signature of Certifying Scientist (PRINT) Certifying Scientist's Name (First, MI, Last) Date (Mo./Day/Yr.) PLACE 2020733524 Date (Mo. Day Yr.) OVER SPECIMEN BOTTLE 2020733524 CAP SEAL Peel on an upward Donor's Initials angle across form.

Do not peel directly

COPY 1 - TEST FACILITY COPY

2020733524

SPECIMEN BOTTLE

SEAL

Date (Mo. Day Yr.)

Donor's Initials

PLACE

OVER

CAP

B

SPLIT

SPECIMEN ID NO.

across form.

PRESS HARD - YOU ARE MAKING MULTIPLE COPIES

Public Burden Statement

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Public Burden Statement: An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 0930-0158. Public reporting burden for this collection of information is estimated to average 5 minutes/donor, 4 minutes/collector, 3 minutes/test facility, and 3 minutes/Medical Review Officer. Send comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, to SAMHSA Reports Clearance Officer, 1 Choke Cherry Road, Room 7-1044, Rockville, Maryland 20857.



CERTIFICATE OF LIABILITY INSURANCE

E-AEN01 OP ID: AW

DATE (MM/DD/YYYY) 06/05/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT
NAME:

THOMS

IF AX

Jim Lively Insurance PO Box 1633 PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (AIC, No): 531 Jones Ave. Oak Hill, WV 25901 ARTIE ALLEN WRISTON INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : BrickStreet Mutual Ins. 12372 24112 INSURED E & A Enterprises, Inc. INSURER B: Westfield Insurance **DBA Tri County Leasing** INSURER C: P.O. Box 520 INSURER D: Holden, WV 25625 INSURER E : INSURER F:

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL SI	JBR WD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DDYYYYY)	LIMITS	S	
LIK	GENERAL LIABILITY	INSMS. IN				EACH OCCURRENCE	\$	1,000,000
В	X COMMERCIAL GENERAL LIABILITY		CWP1614352	06/04/2014	06/04/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
٠	CLAIMS-MADE X OCCUR			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		MED EXP (Any one person)	\$	5,000
-	CAIMSWADE 14 OCCOR					PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000
	T PPA.						\$	
-	AUTOMOBILE LIABILITY	\vdash	 			COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
_			CWP1614352	06/04/2014	06/04/2015	BODILY INJURY (Per person)	\$	
B	ANY AUTO ALL OWNED X SCHEDULED		01111011332	00.0 11.00 11		BODILY INJURY (Per accident)	\$	
	AUTOS AUTOS NON-OWNED		1			PROPERTY DAMAGE (PER ACCIDENT)	\$	A
	X HIRED AUTOS X AUTOS		1			(PER ACCIDENT)	\$	
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	DED RETENTION \$ WORKERS COMPENSATION	-				X WCSTATU- OTH-		***************************************
	AND EMPLOYERS' LIABILITY YIN	EMPLOYERS LIABILITY YIN		06/04/2014	06/04/2015	EL EACH ACCIDENT	\$	1,000,000
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	If yes, describe under DESCRIPTION OF OPERATIONS below	\vdash				EL DISEASE - POLICE LIMIT	•	.,,,,,,,,,
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER		CANCELLATION
CERTIFICATE FOR INSURED'S	SELF000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
WV	8	AUTHORIZED REPRESENTATIVE ARTIE ALLEN WRISTON

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WEST VIRGINIA STATE TAX DEPARTMENT BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:
E & A ENTERPRISES INC.
DBA TRI-COUNTY LEASING
177 CHRISTIAN CAMERON DR
HOLDEN, WV 25625-0000

BUSINESS REGISTRATION ACCOUNT NUMBER:

2266-1356

This certificate is issued on:

05/21/2014

This certificate is issued by the West Virginia State Tax Commissioner in accordance with Chapter 11, Article 12, of the West Virginia Code

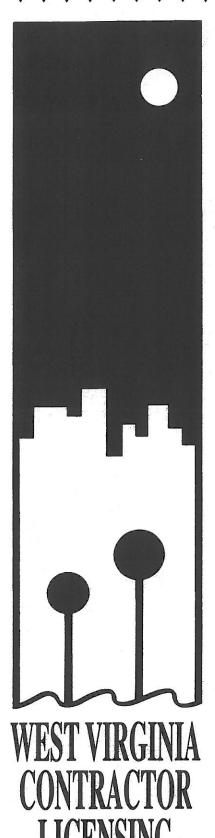
The person or organization identified on this certificate is registered to conduct business in the State of West Virginia at the location above.

This certificate is not transferrable and must be displayed at the location for which issued This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them. CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

atL006 v.4 L2120180288



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV052247

Classification:

LANDCLEARING EXCAVATION

E & A ENTERPRISES INC DBA TRI COUNTY LEASING PO BOX 520 HOLDEN, WV 25625

Date Issued

Expiration Date

MAY 21, 2014 MAY

Authorized Company Signature

Michael A. Carl

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.

