



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header List View

- General Information
- Contact
- Default Values
- Discount
- Document Information

Procurement Folder: 86915

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: Underground Contractors, Inc.

Alias/DBA:

Total Bid: \$2,638,024.00

Response Date:

Response Time:

SO Doc Code: CRFQ

SO Dept: 0608

SO Doc ID: COR1500000049

Published Date: 6/12/15

Close Date: 6/23/15

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 86915

**Solicitation Description :** Addendum No. 2 - Infrastructure Improvements Project at SMCC

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-06-23 13:30:00	SR 0608 ESR06231500000004464	1

**VENDOR**

VS0000000799

Underground Contractors, Inc.

**FOR INFORMATION CONTACT THE BUYER**

Tara Lyle  
 (304) 558-2544  
 tara.l.lyle@wv.gov

**Signature X** **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Infrastructure Improvements Project				\$2,638,024.00

Comm Code	Manufacturer	Specification	Model #
72101500			

**Extended Description :** Addendum No. 2 - See attached pages. Responses to vendor questions attached. Revised Bid Form attached.  
 The bid opening has moved from 06/17/2015 to 06/23/2015.  
 \*\*\*\*\*

**RFQ # CRFQ COR1500000049**

**ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, AND SUPPLIES NECESSARY  
FOR  
THE COMPLETION OF THE INFRASTRUCTURE IMPROVEMENTS PROJECT**

**ST. MARYS CORRECTIONAL CENTER**

**PLEASANTS COUNTY, WV**

**BID FORM**

**Bidder's Company Name:** Underground Contractors, Inc.

**Bidder's Address:** P. O. Box 1478  
St. Albans, WV 25177

**Remittance Address:** same as above  
**(If different)**

**Phone Number:** 304-722-4237

**Fax Number:** 304-722-4230

**Email Address:** johnreese@ugcontractors.com

**WV Contractor's License Number:** WV050799

**We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.**

COR61752  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Description</u> <u>Unit Price in Words</u>	<u>Unit Price</u> <u>In Figures</u>	<u>Total Price</u> <u>In Figures</u>
9	1	LS	Mobilization  One hundred thousand, eight hundred _____ Dollars and zero _____ Cents	\$ 191,800.00	\$ 191,800.00
18	140	LF	24" Steel Casing Pipe Bore & Jack Complete-in-Place  Five hundred fifty-eight _____ Dollars and zero _____ Cents	\$ 558.00	\$ 78,120.00
26A	7	EA	Connection to Existing Sewer System Complete-in-Place  One thousand, eight hundred seventy-six _____ Dollars and zero _____ Cents	\$ 1,876.00	\$ 13,132.00
26B	22	EA	Connection to Existing Sewer Service Lateral Complete-in-Place  Four hundred seventy-two _____ Dollars and zero _____ Cents	\$ 472.00	\$ 10,384.00
29	1,600	LF	Type B Asphalt Trench Replacement Complete-in-Place  Sixty-seven _____ Dollars and zero _____ Cents	\$ 67.00	\$ 107,200.00

**COR61752**  
**ST. MARYS CORRECTION CENTER**  
**FORM OF PROPOSAL, CONTINUED**

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Description</u> <u>Unit Price in Words</u>	<u>Unit Price</u> <u>In Figures</u>	<u>Total Price</u> <u>In Figures</u>
30	15	TN	Rock Rip Rap Complete-in-Place  One hundred eleven  _____ Dollars  and zero Cents	\$ 111.00	\$ 1,665.00
31	200	LF	Concrete Driveway Replacement Complete-in-Place  _____ Dollars  Eighty-four Dollars  and zero Cents	\$ 84.00	\$ 16,800.00
32	100	TN	Special Fill Material Complete-in-Place  _____ Dollars  Eighty-three Dollars  and zero Cents	\$ 83.00	\$ 8,300.00
35A	400	LF	Security Fencing Complete-in-Place  One hundred fifty-  _____ Dollars  eight Dollars  and zero Cents	\$ 158.00	\$ 63,200.00
35B	2,000	LF	Supermaze Razor Wire Complete-in-Place  _____ Dollars  Thirty Dollars  and zero Cents	\$ 30.00	\$ 60,000.00

COR61752  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Description</u> <u>Unit Price in Words</u>	<u>Unit Price</u> <u>In Figures</u>	<u>Total Price</u> <u>In Figures</u>
35C	1	EA	16' Double Swing Gate Complete-in-Place  Three thousand, nine hundred forty one _____ Dollars  and _____ Cents	\$ 3,941.00	\$ 3,941.00
35D	3	EA	3' Man Gate Complete-in-Place  Three thousand, one hundred fifty-two _____ Dollars  and _____ Cents	\$ 3,152.00	\$ 9,456.00
37A	1,600	LF	12" PVC Gravity Sewer Pipe Complete-in-Place  _____ One hundred fifty-six _____ Dollars  and _____ Cents	\$ 156.00	\$ 249,600.00
37B	300	LF	10" PVC Gravity Sewer Pipe Complete-in-Place  _____ One hundred eight _____ Dollars  and _____ Cents	\$ 108.00	\$ 32,400.00
37C	1,500	LF	6" PVC Gravity Sewer Complete-in-Place  _____ One hundred eighteen _____ Dollars  and _____ Cents	\$ 118.00	\$ 177,000.00



COR61752  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Description</u> <u>Unit Price in Words</u>	<u>Unit Price</u> <u>In Figures</u>	<u>Total Price</u> <u>In Figures</u>
37D	400	LF	4" PVC Gravity Sewer Service Lateral Complete-in-Place		
			_____		
			One hundred twenty-five Dollars		
			and zero Cents	\$ 125.00	\$ 50,000.00
37E	11	EA	12" x 12" x 6" Sanitary Tee Complete-in-Place		
			Three hundred thirty-eight		
			_____ Dollars		
			and zero Cents	\$ 338.00	\$ 3,718.00
37F	11	EA	12" x 12" x 4" Sanitary Tee Complete-in-Place		
			_____		
			Three hundred twenty Dollars		
			and zero Cents	\$ 320.00	\$ 3,520.00
40	1	LS	Relocation of Fire Hydrant, Connection to Existing Water System and Necessary Piping Complete-in-Place		
			Fifteen thousand, three hundred		
			_____		
			fifty-seven Dollars		
			and zero Cents	\$ 15,357.00	\$ 15,357.00

COR61752  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Description</u> <u>Unit Price in Words</u>	<u>Unit Price In Figures</u>	<u>Total Price In Figures</u>
46A	1	LS	8" Backflow Preventer, Valve House Enclosure, Concrete Pad, Bollards, Electrical, Connection to Existing Water System and Necessary Piping Complete-in-Place  One hundred thousand, two hundred seventy _____ Dollars and _____ Cents	\$ 100,270.00	\$ 100,270.00
46B	9	EA	4" Backflow Preventer and Necessary Piping Complete-in-Place  Eight thousand, _____ sixty-seven _____ Dollars and _____ Cents	\$ 8,067.00	\$ 72,603.00
46C	1	EA	3" Backflow Preventer and Necessary Piping Complete-in-Place  Seven thousand, five hundred _____ eighty-five _____ Dollars and _____ Cents	\$ 7,585.00	\$ 7,585.00
46D	3	EA	2" Backflow Preventer and Necessary Piping Complete-in-Place  Three thousand, one hundred _____ ninety-four _____ Dollars and _____ Cents	\$ 3,194.00	\$ 9,582.00

COR61752  
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FORM OF PROPOSAL, CONTINUED

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Description</u> <u>Unit Price in Words</u>	<u>Unit Price In Figures</u>	<u>Total Price In Figures</u>
46E	1	EA	3/4" Backflow Preventer and Necessary Piping Complete-in-Place  Two thousand, one hundred eighty-five Dollars and zero Cents	\$ 2,185.00	\$ 2,185.00
47A	250	LF	18" HDPE Storm Sewer Pipe Complete-in-Place  Seventy-two Dollars and zero Cents	\$ 72.00	\$ 18,000.00
47B	450	LF	12" HDPE Storm Sewer Pipe Complete-in-Place  Sixty-three Dollars and zero Cents	\$ 63.00	\$ 28,350.00
47C	250	LF	6" HDPE Storm Sewer Pipe Complete-in-Place  Forty-seven Dollars and zero Cents	\$ 47.00	\$ 11,750.00
47D	1	LS	18" Concrete Headwall Complete-in-Place  Two thousand, six hundred thirty-five Dollars and zero Cents	\$ 2,635.00	\$ 2,635.00

COR61752  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Description</u> <u>Unit Price in Words</u>	<u>Unit Price</u> <u>In Figures</u>	<u>Total Price</u> <u>In Figures</u>
47E	8	EA	Catch Basin, w/ Lockable Frame & Grate Complete-in-Place  Five thousand, two hundred  ten Dollars  and zero Cents	\$ 5,210.00	\$ 41,680.00
47F	1	LS	Separation of Stormwater & Sewer in Unit 83, 6" Downspouts and Necessary Piping Complete-in-Place  Five thousand, one hundred  ninety-one Dollars  and zero Cents	\$ 5,191.00	\$ 5,191.00
48	1	LS	Installation of Two (2) – 2,000 Gallon Concrete Grease Traps at Unit 81, Necessary Piping to Connect to Sewer Line, Cleanouts, Re-plumbing of Internal Piping for Dishwasher and Sink, and Stone Filled Gabion Baskets Complete-in-Place  Fifty-seven thousand,  one hundred Dollars  and zero Cents	\$ 57,100.00	\$ 57,100.00
49	1	LS	Muffin Monster, Manhole Enclosure w/ Lockable Lid, Concrete Pad, Conduit, Electrical, Controls, Spare Muffin Monster and All Other Related Work Complete-in-Place  Two hundred five thousand, five hundred  seventy-three Dollars  and zero Cents	\$ 205,573.00	\$ 205,573.00

Underground Contractors, Inc.  
Proposal of:

**COR61752**  
**ST. MARYS CORRECTION CENTER**  
**FORM OF PROPOSAL, CONTINUED**

<b><u>Item No.</u></b>	<b><u>Approx. Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Description</u></b> <b><u>Unit Price in Words</u></b>	<b><u>Unit Price</u></b> <b><u>In Figures</u></b>	<b><u>Total Price</u></b> <b><u>In Figures</u></b>
50A	20	EA	Standard 4' Diameter Manhole w/ Lockable Watertight Frame and Cover, 0'-6" Depth Complete-in-Place  Four thousand, three hundred  eighty-eight Dollars  and zero Cents	\$ 4,388.00	\$ 87,760.00
50B	60	VF	Manhole Extra Depth Complete-in-Place  One hundred fifty-two Dollars  and zero Cents	\$ 152.00	\$ 9,120.00
50C	7	EA	Drop Connection to Manhole Complete-in-Place  One thousand five hundred  six Dollars  and zero Cents	\$ 1,506.00	\$ 10,542.00
52	1	LS	Installation of 12 Helical Piles, Concrete Slab Raising, Minor Interior Repairs to Unit 80, and All Other Related Work Complete-in-Place  Eighty-five thousand, six hundred  ninety Dollars  and zero Cents	\$ 85,690.00	\$ 85,690.00

Underground Contractors, Inc.  
Proposal of:

COR61752  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Description</u> <u>Unit Price in Words</u>	<u>Unit Price</u> <u>In Figures</u>	<u>Total Price</u> <u>In Figures</u>
56A	3,300	LF	4" Gas Line Complete-in-Place		
			<u>Fifty-nine</u> Dollars		
			and <u>zero</u> Cents	\$ <u>59.00</u>	\$ <u>194,700.00</u>
56B	8	EA	4" Gas Valves and Box Complete-in-Place		
			<u>One thousand, seven hundred</u>		
			<u>sixty-five</u> Dollars		
			and <u>zero</u> Cents	\$ <u>1,765.00</u>	\$ <u>14,120.00</u>
Div. 16A	1	LS	Installation of Two (2) – 100' Tall and One (1) – 60 Tall High Mast Lights, Concrete Foundations, Conduit, Controls and All Other Related Work Complete-in-Place		
			<u>Five hundred twelve thousand, seven</u>		
			<u>hundred seventy</u> Dollars		
			and <u>zero</u> Cents	\$ <u>512,770.00</u>	\$ <u>512,770.00</u>
Div. 16B	1	LS	Installation of Replacement Fixtures for Five (5) Existing High-Mast Lighting Towers Converting From HPS to LED, and All Other Related Work Complete-in-Place		
			<u>Sixty-five thousand, two hundred</u>		
			<u>twenty-five</u> Dollars		
			and <u>zero</u> Cents	\$ <u>65,225.00</u>	\$ <u>65,225.00</u>
<b>Total Contract Base Bid</b>			\$ <u>Two million, six hundred thirty-eight thousand, twenty-four dollars and zero cents</u>		

(\$ 2,638,024.00 ) (Total contract base bid to be written in words and numbers.)

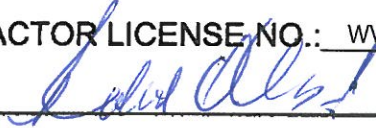
Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

RESPECTFULLY SUBMITTED:

DATE: June 23, 2015

WV VENDOR NO.: VS0000000799

CONTRACTOR LICENSE NO.: WV050799

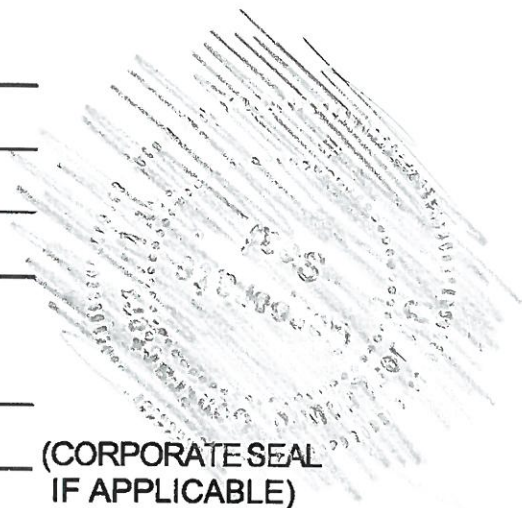
BY: 

(SIGNATURE, IN INK)

TITLE: Vice President

FIRM NAME: Underground Contractors, Inc.

ADDRESS: P. O. Box 1478, St. Albans, WV 25177



(CORPORATE SEAL  
IF APPLICABLE)

END OF BID FORM

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: COR150000049**

**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.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> 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 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.

Underground Contractors, Inc.

Company

  
Robert O. Orders, Vice President Authorized Signature

June 17, 2015

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Underground Contractors, Inc.  
of St Albans, WV, as Principal, and Travelers Casualty and Surety Company of America  
of Hartford, CT, a corporation organized and existing under the laws of the State of  
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Infrastructure Improvements Project at St. Marys Correctional Center

**NOW THEREFORE,**

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 17th day of June, 2015.

Principal Seal

Underground Contractors, Inc.  
(Name of Principal)

By: [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)

VICE PRESIDENT  
(Title)

Surety Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)

By: [Signature]  
Andrew K. Teeter, Licensed WV Resident Agent 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.**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227002

Certificate No. 006056827

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew K. Teeter, Douglas P. Taylor, Kimberly L. Miles, Christopher A. Michel, and Kimberly S. Burdette

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of September, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 11th day of September, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF** Kanawha **, TO-WIT:**

I, Robert O. Orders, Jr., after being first duly sworn, depose and state as follows:

1. I am an employee of Underground Contractors, Inc.; and,  
(Company Name)
2. I do hereby attest that Underground Contractors, Inc.  
(Company Name)

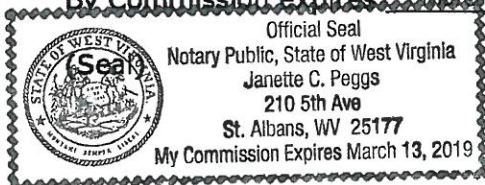
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D.**

The above statements are sworn to under the penalty of perjury.

By:   
 Title: Vice President  
 Company Name: Underground Contractors, Inc.  
 Date: June 17, 2015

Taken, subscribed and sworn to before me this 17th day of June, 2015.

By Commission expires March 13, 2019



(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Underground Contractors, Inc.

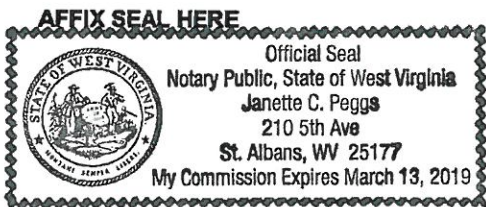
Authorized Signature: [Signature] Date: 6/17/2015

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 17<sup>th</sup> day of June, 2015.

My Commission expires March 13, 2019.



NOTARY PUBLIC [Signature]

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV050799

Classification:  
GENERAL ENGINEERING

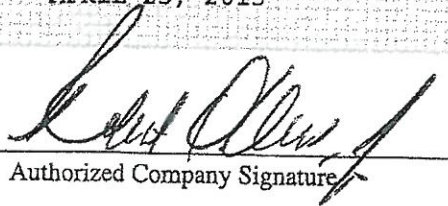
UNDERGROUND CONTRACTORS INC  
DBA UNDERGROUND CONTRACTORS INC  
501 6TH AVENUE  
ST ALBANS, WV 25177

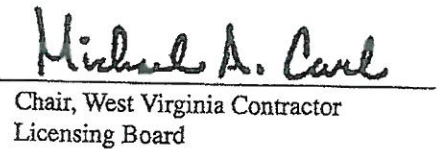
Date Issued

Expiration Date

APRIL 25, 2015

APRIL 25, 2016

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
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