



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 [Contad](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 104645

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0313

Vendor ID:

SO Doc ID: DEP1600000002

Legal Name: The Lane Construction Corporation

Published Date: 8/10/15

Alias/DBA:

Close Date: 9/10/15

Total Bid: \$2,505,615.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

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 : 104645

Solicitation Description : Addendum 02 Energy Marketing Company U-24-84 OSR Reclamation

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-09-10 13:30:00	SR 0313 ESR09101500000000987	1

VENDOR

VS0000005479

The Lane Construction Corporation

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@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	Mobilization & Demobilization(Cannot be more than 5% total)	1.00000	LS	\$125,000.000000	\$125,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Mobilization and Demobilization (Cannot be more than 5% of TOTAL AMOUNT BID for the Project)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Construction Layout Stakes (Cannot be more than 3% of total)	1.00000	LS	\$75,000.000000	\$75,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Construction Layout Stakes (Cannot be more than 3% of TOTAL AMOUNT BID for the Project)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Quality Control (Cannot be more than 3% of TOTAL AMOUNT BID)	1.00000	LS	\$75,000.000000	\$75,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : Quality Control (Cannot be more than 3% of TOTAL AMOUNT BID for the Project)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Site Preparation (Cannot be more than 5% of TOTAL AMOUNT BID)	1.00000	LS	\$125,000.000000	\$125,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 4.1) Site Preparation (Cannot be more than 5% of TOTAL AMOUNT BID for the Project))

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Fence	2200.00000	LF	\$21.400000	\$47,080.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 4.2) Fence

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Farm Gate	4.00000	EA	\$2,000.000000	\$8,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 4.3) Farm Gate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Pipe Gate	1.00000	EA	\$15,000.000000	\$15,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 4.4) Pipe Gate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Silt Fence	1800.00000	LF	\$8.000000	\$14,400.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 5.1) Silt Fence

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Super Silt Fence	600.00000	LF	\$14.000000	\$8,400.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 5.2) Super Silt Fence

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Straw Wattles	7000.00000	LF	\$3.000000	\$21,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 5.3) Straw Wattles

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Revegetation (Plan View)	32.00000	ACRE	\$2,500.000000	\$80,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 6.0) Revegetation (Plan View)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Erosion Control Blanket Lined Bench Ditch	2750.00000	LF	\$12.000000	\$33,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.1) Erosion Control Blanket Lined Bench Ditch

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	2.0 Ft. Deep "Vee" Shaped Riprap Ditch	400.00000	LF	\$35.000000	\$14,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.2) 2.0 Ft. Deep "Vee" Shaped Riprap Ditch

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	2.0 Ft. Deep "Vee" Shaped Grouted Riprap Ditch	2000.00000	LF	\$110.000000	\$220,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.3) 2.0 Ft. Deep "Vee" Shaped Grouted Riprap Ditch

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	2.5 Ft. Deep "Vee" Shaped Grouted Riprap Ditch	165.00000	LF	\$115.000000	\$18,975.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.4) 2.5 Ft. Deep "Vee" Shaped Grouted Riprap Ditch

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	2.5 Ft. Deep by 4.0 Ft. Wide Flat Bottom Shaped Ditch	1600.00000	LF	\$60.000000	\$96,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.5) 2.5 Ft. Deep by 4.0 Ft. Wide Flat Bottom Shaped Grouted Riprap Ditch

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	2.5 Ft. Deep by 4.0 Ft. Wide Flat Bottom Shaped spillway	60.00000	LF	\$160.000000	\$9,600.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.6) 4.0 Ft. Deep by 8.0 Ft. Wide Flat Bottom Shaped Grouted Riprap spillway

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Unclassified Excavation	517000.00000	CY	\$2.330000	\$1,204,610.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 8.0) Unclassified Excavation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Wet Mine Seals	2.00000	EA	\$30,000.000000	\$60,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 9.1) Wet Mine Seals

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Mine Seal Conveyance Pipe	1650.00000	LF	\$25.000000	\$41,250.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 9.2) Mine Seal Conveyance Pipe

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Soda Ash Briquettes	100.00000	BAG	\$51.000000	\$5,100.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 9.3) Soda Ash Briquettes

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Rock Toe Drain Number One	420.00000	LF	\$290.000000	\$121,800.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 10.1) Rock Toe Drain Number One

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Subsurface Drain	1000.00000	LF	\$55.000000	\$55,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 10.2) Subsurface Drain

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	12 Inch Inline Cleanout	20.00000	EA	\$870.000000	\$17,400.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 10.3) 12 Inch Inline Cleanout

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Surface Crack Repair	1.00000	LS	\$15,000.000000	\$15,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Surface Crack Repair line 12.0 on bid schedule
-------------------------------	--

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP 160000002

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 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 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.

The Lane Construction Corporation

Company

 Jerry G. Brown, District Manager
Authorized Signature

9/10/2015

Date

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

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: DEP 160000002

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 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 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.

The Lane Construction Corporation

Company


Jerry G. Brown, District Manager

Authorized Signature

9/10/2015

Date

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, The Lane Construction Corporation
of 90 Fieldstone Court, Cheshire, CT 06410, as Principal, and Fidelity and Deposit Company of Maryland
of 18th Floor, Schaumburg, IL 60196, a corporation organized and existing under the laws of the State of Maryland
with its principal office in the City of Schaumburg, 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% Amount Bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

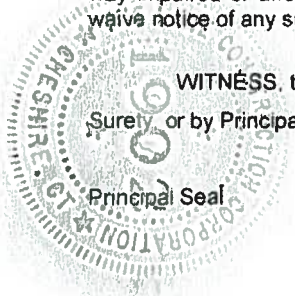
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Energy Marketing Company Reclamation Project, Barbour County, WV - Project Number: DEP160000002

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 6th day of August, 2015.



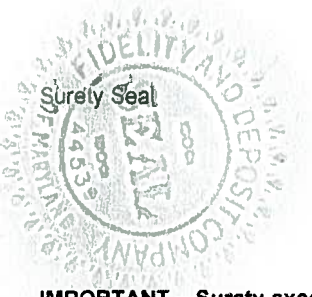
Principal Seal

The Lane Construction Corporation
(Name of Principal)

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

ROBERT E. ALGER, PRESIDENT

(Title)



Surety Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)

[Signature]
Jessica Iannotta, 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.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Vivian CARTI, Debra A. DEMING, Cynthia FARRELL, Sandra DIAZ, Jessica IANNOTTA, Annette LEUSCHNER, Edward REILLY, Kelly O'MALLEY and Evangelina L. DOMINICK**, all of New York, New York, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of November, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

*Secretary
Eric D. Barnes*

**State of Maryland
County of Baltimore**

Gerald F. Haley

*Vice President
Gerald F. Haley*

On this 18th day of November, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

**Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015**



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this **6th** day of **August**, 20 **15**.



Thomas O. McClellan, Vice President



90 Fieldstone Court
 Cheshire, CT 06410-1212
 203-235-3351
 203-237-4280 Fax
 www.laneconstruct.com

Resolution unanimously approved by the Board of Directors of The Lane Construction Corporation effective July 1, 2015:

VOTED: that effective July 1, 2015, rescinding all previous authorizations, the following be and hereby are authorized to sign proposals and bid bonds on behalf of this Corporation:

- R. E. Alger, President & Chief Executive Officer
- D. P. Dobbs, Executive Vice President Administration & Secretary
- J. M. Ferrell, Executive Vice President & Chief Financial Officer
- K. D. Junco, Chief Operating Officer & Executive Vice President
- D. F. Benton, Executive Vice President Operational Services
- M. M. Cote, Executive Vice President & Chief Development Officer
- J. S. Cruickshank, Executive Vice President & General Counsel
- V. J. Caiola, Vice President, Treasurer & Assistant Secretary
- J. P. Lark, Senior Vice President & Assistant Secretary
- D. J. Rankin, Senior Vice President & Assistant Secretary
- M. A. Schiller, Senior Vice President & Assistant Secretary
- T. R. Larson, Vice President Engineering
- M. J. Tomkalski, Vice President Finance
- R. A. Bean, Senior District Manager
- G. A. Hassfurter, Senior District Manager
- M. R. Hindt, Senior District Manager
- J. O. Hughes, Senior District Manager
- D. A. Luzier, Senior District Manager
- R. A. McDonough, Senior District Manager
- R. L. Portley, Senior District Manager
- J. G. Brown, District Manager
- M. C. Cuiilik, District Manager
- C. M. Curran, District Manager
- D. J. Eudy, District Manager
- G. F. Jerabek, District Manager
- R. P. Lane, District Manager
- J. P. McLearn, District Manager
- D. B. O'Connor, District Manager
- D. J. Phillips, District Manager
- K. K. Prince, District Manager
- J. F. Roddy, District Manager
- W. H. Tomlinson, District Manager
- K. P. Cates, Assistant District Manager
- C. E. DuBois, Assistant District Manager
- K. D. Kennedy, Assistant District Manager
- T. C. Meador, Assistant District Manager
- E. G. Ritchie, Assistant District Manager
- J. S. Seybert, Assistant District Manager
- J. A. Sherman, Assistant District Manager
- M. W. Wright, Assistant District Manager
- D. W. Grey, Senior National Pursuit Manager
- S. A. Leach, Director, Quality
- R. Burton, Senior Plant Manager
- R. W. Herzig, Senior Plant Manager
- D. M. Horton, Senior Plant Manager
- J. F. Rauer, Jr., Senior Plant Manager
- B. A. Regner, Senior Plant Manager

I hereby certify that the above is a true copy of the Resolution unanimously approved by the Board of Directors of The Lane Construction Corporation effective July 1, 2015, and that the above vote has not been rescinded and stands in full force and effect as of this date.

August 7, 2015
 Date

Vincent J. Caiola
 Assistant Secretary THE LANE CONSTRUCTION CORPORATION

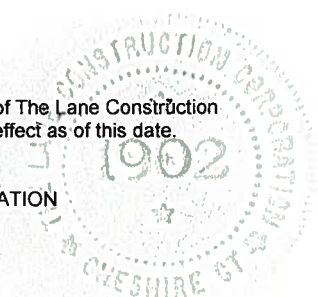
State of Connecticut
 County of New Haven

August 7, 2015
 Date

Personally appeared before me, Vincent J. Caiola, Assistant Secretary, and made oath that the above is a true copy of the May 21, 2015 meeting minutes of the Board of Directors of The Lane Construction Corporation.

Patricia A. Deleka
 Patricia A. Deleka, Notary Public
 My Commission Expires July 31, 2019

An Equal Opportunity Employer M/F/D/V

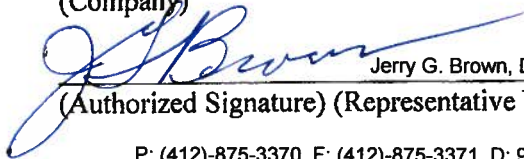


CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

The Lane Construction Corporation

(Company)

 Jerry G. Brown, District Manager

(Authorized Signature) (Representative Name, Title)

P: (412)-875-3370 F: (412)-875-3371 D: 9/2/2015

(Phone Number) (Fax Number) (Date)

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____ The Lane Construction Corporation

Contractor's License No. _____ WV009335

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: The Lane Construction Corporation

Contractor's License No. WV009335

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

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: The Lane Construction Corporation

Authorized Signature: *Vincent J. Carida* Date: 8/24/2015

State of Connecticut

County of New Haven, to-wit:

Taken, subscribed, and sworn to before me this 24th day of August, 20 15.

My Commission expires July 31, 20 19.

AFFIX SEAL HERE

NOTARY PUBLIC *Patricia A. Delekta*

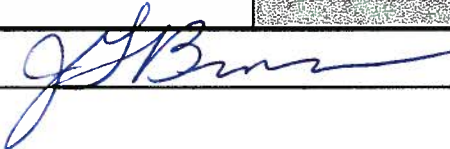
Purchasing Affidavit (Revised 07/01/2012)
PATRICIA A. DELEKTA
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2019

**ENERGY MARKETING COMPANY INC
PERMIT U-24-84
REVISED BID SCHEDULE**

VENDOR NAME: The Lane Construction Corporation

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.0	Mobilization & Demobilization (Shall not exceed 5% of TOTAL)	1	LS	\$ 125,000.00	\$ 125,000.00
2.0	Construction Layout (Shall not exceed 3% of TOTAL)	1	LS	\$ 75,000.00	\$ 75,000.00
3.0	Quality Control (Shall not exceed 3% of TOTAL)	1	LS	\$ 75,000.00	\$ 75,000.00
4.1	Site Preparation (Shall not exceed 5% of TOTAL)	1	LS	\$ 125,000.00	\$ 125,000.00
4.2	Fence	2,200	LF	\$ 21.40	\$ 47,080
4.3	Farm Gate	4	EA	\$ 2,000.00	\$ 8,000.00
4.4	Pipe Gate	1	EA	\$ 15,000.00	\$ 15,000.00
5.1	Silt Fence	1,800	LF	\$ 8.00	\$ 14,400.00
5.2	Super Silt Fence	600	LF	\$ 14.00	\$ 8,400.00
5.3	Straw Wattles	7,000	LF	\$ 3.00	\$ 21,000.00
6.0	Revegetation (Plan View)	32	AC	\$ 2,500.00	\$ 80,000.00
7.1	Erosion Control Blanket Lined Bench Ditch	2,750	LF	\$ 12.00	\$ 33,000.00
7.2	2.0 FT Deep "Vee" Shaped Riprap Ditch	400	LF	\$ 35.00	\$ 14,000.00
7.3	2.0 FT Deep "Vee" Shaped Grouted Riprap Ditch	2,000	LF	\$ 110.00	\$ 220,000.00
7.4	2.5 FT Deep "Vee" Shaped Grouted Riprap Ditch	165	LF	\$ 115.00	\$ 18,975.00
7.5	2.5 FT Deep by 4.0 FT Wide "Flat Bottom" Shaped Grouted Riprap Ditch	1,600	LF	\$ 60.00	\$ 96,000.00
7.6	4.0 FT Deep by 8.0 FT Wide "Flat Bottom" Shaped Grouted Riprap Ditch	60	LF	\$ 160.00	\$ 9,600.00
8.0	Unclassified Excavation	517,000	CY	\$ 2.33	\$ 1,204,610.00
9.1	Wet Mine Seals	2	EA	\$ 30,000.00	\$ 60,000.00
9.2	Mine Seal Conveyence Pipe	1,650	LF	\$ 25.00	\$ 41,250.00
9.3	Soda Ash Briquettes	100	BG	\$ 51.00	\$ 5,100.00
10.1	Rock Toe Drain Number One	420	LF	\$ 290.00	\$ 121,800.00
10.2	Subsurface Drain	1,000	LF	\$ 55.00	\$ 55,000.00
10.3	12 Inch Inline Cleanout	20	EA	\$ 870.00	\$ 17,400.00
11.0	Utilities (No cost bid item, utility relocation cost pass through only)			\$	\$
12.0	Surface Crack Repair	1	LS	\$ 15,000.00	\$ 15,000.00
				\$	\$
				\$	\$
TOTAL:					\$ 2,505,615

BIDDER'S AUTHORIZED SIGNATURE:  DATE: 9/10/15