Bid Schedule

Company Name: LIBERT	Y HYDRO, INC.
Address: 1740 Union Carb	ide Drive PO Box 8156
South Charleston, 1	NV 25303

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

ITEM NO.	QUANTITY	DESCRIPTION	ЕЛСН	TOTAL
1.0	2 EA	Renewable Energy Caustic Feed System -DLM 138-74 Upshur County, Near Adrian, WV	\$ <u>38,895</u> Per Each	\$ 77,790
2.0	l EA	Renewable Energy Caustic Feed System -DLM 71-75 Upshur County, Near Adrian, WV	\$ <u>38,895</u> Per Each	\$ 38,895
3.0	2 EA	Renewable Energy Caustic Feed System -DLM 135-78 Upshur County, Near Adrian, WV	\$ <u>38,895</u> Per Each	\$ 77, 790
4.0	2 EA	Renewable Energy Caustic Feed System -Royal Scot 31-72 Greenbrier County, Near Rupert, WV	\$ <u>38,895</u> Per Each	\$77,790
		Note: All systems to include installation, start-up, training, verification of proper operation, 1 year tech support, and 1		
		year warranty. TOTAL		\$172,265

Signature: MARCH 25, 2013

CERTIFICATION AND SIGNATURE PAGE

By signing below, 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 or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

LIBERTY	HYDRO, IMC.
(Company) (Authorized Signature)	Tople!
MARK J. K (Representative Name, Ti	ROPILAK, CEO
304.941.302	0 304,720,6794
(Phone Number)	(Fax Number)
MARCH Z	5, 2013
(Date)	

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DEP16102

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:

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

Authorized Signature

MARCH 25, 2013

Date

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

Revised 6/8/2012

Agency DEP OSR	
REQ.P.O#DEP16102	

BID BOND

	KNOW ALL MEN BY THE of South Charleston	SE PRESENTS, That we, the un West Virginia	ndersigned, Liberty Hydro, Inc.
West Virginia with its principal office in the City of Charleston , as Surety, are held and firmly bound unto the State of West Virginia, as Obiligee, in the penal sum of 5% of bid (\$5% of 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 the installation of renewable energy caustic feed systems 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 vold, otherwise this obligation shall be ricce 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this Charles of the proper officers, this acceptance of the proper officers, this acceptance of the proper officers and the principal of the proper officers and the principal of the proper officers and th	of Charleston	West Virginia	corporation organized and existing under the laws of the State of
of West Virginia, as Obligee, in the penal sum of 5% of bid (\$5% of 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 the installation of renewable energy caustic feed systems 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 be multand 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 2.5 -1/2 day of March Principal Corporate Seal Liberty Hydro, Inc. (Must be President or Vice President) Mark J. Kropilak, President & CEO (Title) Surety Corporate Seal	West Virginia with its principal	office in the City of Charleston	
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 the installation of renewable energy caustic feed systems NOW THEREFORE,			50/ CITE
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 the installation of renewable energy caustic feed systems NOW THEREFORE,			
NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be rejected, or (c) 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 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this Liberty Hydro, Inc. Corporate Seal Liberty Hydro, Inc. Corporate Seal Liberty Hydro, Inc. Corporate Seal Liberty Hydro, Inc. Expression Corporate Seal Liberty Corporation Expression Corporate Seal Liberty Corporation Corporate Seal Liberty Corporation Corporate Seal Liberty Corporation Corporate Seal Liberty Corporation Corporate Seal Corporate Seal Corporate Seal Corporate Seal Corporate Seal Co		State production and the state of the state	
NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be rejected, or (c) 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 vold, 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 2.5 -	The Condition of the above	e obligation is such that whereas	s the Principal has submitted to the Purchasing Section of the
NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be rejected, or (c) 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 vold, 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this CORPORATE			reto and made a part hereof, to enter into a contract in writing for
(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 sall 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this COROCATE SEAL Liberty Hydro, Inc.	the installation of renewable end	ergy caustic feed systems	
(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 sall 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this COROCATE SEAL Liberty Hydro, Inc.			
(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 sall 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this COROCATE SEAL Liberty Hydro, Inc.			
(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 sall 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this COROCATE SEAL Liberty Hydro, Inc.	NOW THEREFORE		
(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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this day of March Principal Corporate Seal Liberty Hydro, Inc. Wark J. Kropilak, President & CEO (Name of Principal) (Must be President) Mark J. Kropilak, President & CEO (Title) First Surety Corporation		ected, or	
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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 25 1 day of March Principal Corporate Seal Liberty Hydro, Inc. (Name of Principal) (Must be President or Vice President) Mark J. Kropilak, President & CEO (Title) First Surety Corporation	(b) If said bid shall be acc	cepted and the Principal shall en	nter into a contract in accordance with the bid or proposal attached
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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this Agy of March Principal Corporate Seal Liberty Hydro, Inc. Wark J. Kropilak, President & CEO (Title) Surety Corporate Seal First Surety Corporation	hereto and shall furnish any other b	onds and insurance required by	the bid or proposal, and shall in all other respects perform the
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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 25 + 6 day of March Principal Corporate Seal Liberty Hydro, Inc. Wark J. Kropilak, President & CEO (Title) Surety Corporate Seal	force and effect. It is expressly und	erstood and agreed that the liab	ollity of the Surety for any and all claims hereunder shall, in no event,
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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this Liberty Hydro, Inc.	exceed the penal amount of this ob	igation as herein stated.	V 1000 (00000000
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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this Liberty Hydro, Inc.	The Surety for the value r	ecoived hereby stinulates and s	parees that the obligations of said Surety and its hand shall he in no
IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this day of March	way impaired or affected by any ext	ension of the time within which t	the Obligee may accept such bid, and said Surety does hereby
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 25 th day of March Principal Corporate Seal Liberty Hydro, Inc. (Name of Principal) (Must be President or Vice President) Mark J. Kropilak, President & CEO (Title) Surety Corporate Seal	waive notice of any such extension.	8	
Z.5 day of March , 2013 . Principal Corporate Seal CORPORATE SEAL (Name of Principal) (Must be President or Vice President) Mark J. Kropilak, President & CEO (Title) Surety Corporate Seal	IN WITNESS WHEREOF,	Principal and Surety have here	unto set their hands and seals, and such of them as are corporations
Z.5 day of March , 2013 . Principal Corporate Seal CORPORATE SEAL (Name of Principal) (Must be President or Vice President) Mark J. Kropilak, President & CEO (Title) Surety Corporate Seal		8 8	5 (5)
(Name of Principal) By (Must be President or Vice President) Mark J. Kropilak, President & CEO (Title) Surety Corporate Seal	19		
(Name of Principal) By (Must be President or Vice President) Mark J. Kropilak, President & CEO (Title) Surety Corporate Seal			
(Must be President or Vice President) Mark J. Kropilak, President & CEO (Title) Surety Corporate Seal	Principal Corporate Seal		
Mark J. Kropilak, President & CEO (Title) Surety Corporate Seal First Surety Corporation			(Name of Prineinal)
Mark J. Kropilak, President & CEO (Title) Surety Corporate Seal First Surety Corporation	(0-00-0075)		By Mark J Kapally
Mark J. Kropilak, President & CEO (Title) Surety Corporate Seal First Surety Corporation	CORBORATE		
(Title) Surety Corporate Seal First Surety Corporation	SEAL		•
- In on a contract of the cont			
- In on a contract of the cont	Surety Coroorate Seal		First Surety Corporation
	Saroty Surporate Gear		/(Name of Surety)
			111/
Attorney-in-Fact			Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

FIRST SURETY CORPORATION

300 Sumers Street, Suite 970 Charleston, WV 25301 304-720-1985

Power of Attorney

No. 10662

This Power of Attorney must have original corporate seal to be valid.

Know all men by these presents: That First Surety Corperation, a corporation of the State of WestVirginia, Having its principal office in the City of Charleston, West Virginia, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on 10th day of February, 2006, to wit:

RESOLVED, That the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- That the President, Treasurer, Secretary or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto, and that the President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorney-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the sea of the Company thereto.
- 2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- 3) The signature of the President, Treasurer, Secretary, or Assistant Secretary of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- 4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

Does hereby nominate, constitute and appoint

ROBERT J. KENNEY and C. DAVID THOMAS each individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding ONE MILLION DOLLARS(\$1,000,000.00) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, Robert J. Kenney, President, has hereunto subscribed his name and affixed the corporate seal of FIRST SURETY CORPORATION the 12th day of May 2009.

SEAL.

FIRST SURETY CORPORATION

Robert J. Kenney, President

STATE OF WEST VIRGINIA

)ss. CHARLESTON

COUNTY OF KANAWHA

On this 12th day of May 2009, before me, a Notary Public of the State of West Virginia, came Robert J. Kenney, President of **FIRST SURETY CORPORATION** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and the Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Charleston the day and year first above written.

OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC BARBARA BYRGE Jacobs Financial Group, Inc. 300 Summers Street, Suite 970 Charleston, WY 25301

Notary Public

I, the undersigned Secretary of Assistant Secretary of First suretycorporation, do hereby certify that the originnal POWER OF ATTORNEY of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary or Assistant Secretary, and affixed the corporate seal of the Corporation, this 25th day of March 2013.

SEAL

Timothy Maddox Secretary Carolyn S. Young
Assistant Secretary

Bid Requirement: Specifications Sections 3.1.14 and 4.3.

Documentation: Two successful installations for at least a 6 month period.

1. Automated Control System at Alton site, West Virginia.

An automatic control system was installed in April, 2012. The unit was successfully operated for nine months. The system uses a solar panel to control a pump that regulates the flow of caustic soda from a tank located on site.

The flow has ranged from about 0 to 20 GPM and at times spiked higher due to heavy rainfall.

The raw AMD pH was generally around 5.0 and after automating the chemical feed system, the pH stabilized near the target of 7.0.

This site had been time-consuming and problematic for DEP staff. They had to go to this pond 3-4 times a day spending 30-45 minutes per visit to manually adjust the system. After Liberty Hydro installed its automation system, the chemical usage from the caustic soda tank was optimized and the pond has been crystal clear.

WV DEP staff has the relevant data for this site.

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: LIBERT	Y HYDRO, INC.
Contractor's License No. WV	050635

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

- 2. DRUG-FREE WORKPLACE: 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.
- 3. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
- 4. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.
 - c. Required Information. The subcontractor list shall contain the following information:



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, MARK J. KROPILAK, after being first duly sworn, depose and state as follows:
1. I am an employee of LIBERTY HYDRO, INC.; and, (Company Name)
2. I do hereby attest that LIBERTY HYDRO, INC. (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.
The above statements are sworn to under the penalty of perjury.
LIBERTY HYDRO, INC
By: Marel Market
Title: CEO
Date: MARCH 25, 2013
Taken, subscribed and sworn to before me this 25 day of march.
By Commission expires OF PICIAL SEAL STATE OF WEST VIRGINIA (IOTARY PUBLIC BARA BYRGE Jacon manerial Group, Inc. 300 Summers Street, Suite 970 Charleston, WV 25301 My Commission Expires February 17, 2018 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 DISOUALIFICATION OF

THE BID.

Rev March 2009

RFQ No. DEP 16102

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 exceed 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: LIBERTY HYDRS, INC.
Authorized Signature: March 25 2013
MARK J. KROPILAK
State of W
County of <u>Lanauha</u> , to-wit:
Taken, subscribed, and sworn to before me this 25 day of march , 20/3.
My Commission expires
AFFIX SEAL HERE STATE OF CASEAL NOTARY PUBLIC Purchasing Allidavit (Revised 07/01/2012) STATE OF CASEAL VIRGINIA Purchasing Allidavit (Revised 07/01/2012) NOTARY PUBLIC