



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

**Solicitation**

NUMBER
DEP16103

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Mountaineer Infrastructure*  
*2376 Laneville Road*  
*Dry Fork, WV 26263*

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998 304-457-3219

DATE PRINTED
04/12/2013
BID OPENING DATE:
05/23/2013

05/29/13 08:21:20 AM  
 West Virginia Purchasing Division

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF WATER  SPECIAL RECLAMATION/BOND FORFEITURE PROJECT  THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF DELTA MINING/PIERCE COAL CORP. NOW UNDER REVOKED PERMIT NUMBER(S) U-2024-87/71-80. THIS SITE CONSISTS OF APPROXIMATELY 8 ACRES AND IS LOCATED NEAR ELLAMORE, WV, UPSHUR COUNTY.  THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.  A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 04/30/2013 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.  ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN.						

SIGNATURE <i>M. Evans</i>	TELEPHONE 304 290-7000	DATE 5-28-13
TITLE <i>President</i>	FEIN 45-5372829	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Solicitation

NUMBER
DEP16103

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998 304-457-3219

DATE PRINTED
04/12/2013

BID OPENING DATE: 05/23/2013 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID:          TRAVELING EAST ON US RT 33 FROM US RT 119 INTERSECTION AT BUCKHANNON, GO APPROXIMATELY 3.4 MILES, EXIT RIGHT ON CR 3, THEN 0.1 MILE, THEN TURN LEFT ONTO CR 151. TRAVEL APPROXIMATELY 4.7 MILES, TURN LEFT ONTO CR 5/19, GO 0.15 MILE, TURN LEFT ONTO HAULROAD, THEN GO APPROXIMATELY 1.6 MILES TO PROJECT SITE.          CONTACT &amp; PHONE #: DAVID B. MCCOY          304-457-4588, EXT. 3218</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p>						
<p>***** THIS IS THE END OF RFQ DEP16103 ***** TOTAL: _____</p>						

SIGNATURE <i>MR. Evans</i>	TELEPHONE 304 290-7000	DATE 5-28-13
TITLE <i>President</i>	FEIN 45-5372829	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

04/30/2013 at 10:00 AM  
 Delta Mining/Pierce Coal Corp Near Ellamore, WV  
 (Upshur Co.)

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 05/02/2013

Submit Questions to:

Frank Whittaker  
 2019 Washington Street, East  
 P.O. Box 50130  
 Charleston, WV 25305  
 Fax: 304-558-4115  
 Email: frank.m.whittaker@wv.gov

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

- 6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: Mountaineer Infrastructure, LLC

SOLICITATION NO.: DEP 16003

BID OPENING DATE: 5-29-13

BID OPENING TIME: 1:30

FAX NUMBER: 304 866 4329

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus  convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:     Technical  
                    Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

05/23/2013 at 1:30 PM

Bid Opening Location:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on   
  
and extends for a period of  year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to  successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  365  days.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- [ ] **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- [ ] **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- [✓] **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- [ ] **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- [✓] **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.



[✓] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of [redacted]. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

[✓] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

[ ] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

[✓] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[✓] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[✓] **Commercial General Liability Insurance:**  
\$2,000,000.00 or more.

[ ] **Builders Risk Insurance:** builders risk -- all risk insurance in an amount equal to 100% of the amount of the Contract.

[✓] \$2,000,000.00 Aggregate

[✓] \$2,000,000.00 Automobile Liability

[ ]

[ ]

[ ]

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

[ ] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[ ]

[ ]

[ ]

[ ]

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

two hundred fifty dollars (\$250.00) per day for each day of delay

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

**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: Mountainer Infrastructure, LLC

Contractor's License No. WV 049754

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:
- i. Bidder's name
  - ii. Name of each subcontractor
  - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
  - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR:

BUYER FW-23	PAGE	REQ. OR PO NO. DEP16103
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		<b>BID SCHEDULE</b>		
		PERMIT NAME: <u>DELTA MINING / PIERCE COAL</u>		
		PERMIT NUMBER(S): <u>U-2024-87 / 71-80</u>		
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
		PERMIT NUMBER: <u>U-2024-87</u>		
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION/PROJECT SIGN</u> (Limited to 5% Total Bid for this project)	LUMP SUMS	\$ <u>36,000</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this project)	LUMP SUMS	\$ <u>1</u>
3.0	LUMP SUM	<u>ACCESS ROADS / MAINTENANCE</u> (Limited to 5% Total Bid for this project)	LUMP SUMS	\$ <u>15,000</u>
4.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% of total bid for this project)	LUMP SUMS	\$ <u>20,000</u>
5.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUMS	\$ <u>5,000</u>
6.0	<u>2,600</u> LF	<u>STORMWATER MANAGEMENT</u> (Max. bid of \$5.00/LF of silt fence / hay bale material used on site)	\$ <u>1</u> PER LF	\$ <u>2600</u>
7.0	<u>2,000</u> TN	<u>INCIDENTAL STONE</u>	\$ <u>0.10</u> PER TON	\$ <u>200</u>
8.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
9.0	<u>200</u> LF	<u>RE-ESTABLISH FLOW LINE FOR CHANNEL #3A</u>	\$ <u>8</u> PER LF	\$ <u>1600</u>
10.0	<u>1</u> EA	<u>CLEANOUT POND #1</u>	\$ <u>16,300</u> PER EA	\$ <u>16,300</u>
11.0	<u>1</u> EA	<u>REPLACE POND #1 DISCHARGE PIPE WITH OPEN SPILLWAY</u>	\$ <u>11,500</u> PER EA	\$ <u>11,500</u>
12.0	<u>1</u> EA	<u>CLEANOUT POND #2</u>	\$ <u>7,500</u> PER EA	\$ <u>7,500</u>
13.0	<u>1</u> EA	<u>INSTALL CULVERT #3-2 OF CHANNEL #3A</u>	\$ <u>6,500</u> PER EA	\$ <u>6,500</u>
14.0	<u>100</u> LF	<u>CONSTRUCT OUTLET CHANNEL #3B OF CULVERT 3-2</u>	\$ <u>84.90</u> PER LF	\$ <u>8,490</u>

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR:

BUYER FW-23	PAGE	REQ. OR PO NO. DEP16103
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15.0	1 EA	<u>REMOVE CULVERT 3-1 OF CHANNEL #3A</u>	\$ 250 <sup>-</sup> PER EA	\$ 250 <sup>-</sup>
16.0	1800 LF	<u>CONSTRUCT GROUTED RIP-RAP CHANNEL 2A</u>	\$ 138 <sup>-</sup> PER LF	\$ 248,400 <sup>-</sup>
17.0	250 LF	<u>CONSTRUCT GROUTED RIP-RAP CHANNEL 2B</u>	\$ 125 <sup>-</sup> PER LF	\$ 31,250 <sup>-</sup>
18.0	1 EA	<u>CLEANOUT AND ENLARGE POND #3</u>	\$ 28,500 <sup>-</sup> PER EA	\$ 28,500 <sup>-</sup>
19.0	1 BA	<u>REMOVE EXISTING CULVERT #3-3 AT POND #3</u>	\$ 500 <sup>-</sup> PER EA	\$ 500 <sup>-</sup>
20.0	1 EA	<u>INSTALL DISCHARGE CULVERT #3-4 OF POND #3</u>	\$ 8,700 <sup>-</sup> PER EA	\$ 8,700 <sup>-</sup>
21.0	250 LF	<u>RAISE / RESURFACE MAIN ACCESS ROAD AT POND #3</u>	\$ 20 <sup>-</sup> PER LF	\$ 5,000 <sup>-</sup>
22.0	2 EA	<u>INSTALL BAFFLES IN POND #2</u>	\$ 2,800 <sup>-</sup> PER EA	\$ 5,600 <sup>-</sup>
23.0	2 EA	<u>INSTALL BAFFLES IN POND #3</u>	\$ 3,600 <sup>-</sup> PER EA	\$ 7,200 <sup>-</sup>
24.0	1 EA	<u>EXCAVATE &amp; REPLACE WATER DRIVE BASIN</u>	\$ 5,000 <sup>-</sup> PER EA	\$ 5,000 <sup>-</sup>
25.0	230 LF	<u>EXCAVATE &amp; REPLACE UNDERDRAIN 'A'</u>	\$ 65 <sup>-</sup> PER LF	\$ 14,950 <sup>-</sup>
26.0	200 LF	<u>CONSTRUCT UNDERDRAIN 'B'</u>	\$ 65 <sup>-</sup> PER LF	\$ 13,000 <sup>-</sup>
27.0	1 EA	<u>CONSTRUCTION AND FINAL REGRADE OF POND CLEANINGS DISPOSAL AREA</u>	\$ 6,500 <sup>-</sup> PER EA	\$ 6,500 <sup>-</sup>
28.0	450 LF	<u>SITE FENCING</u>	\$ 15 <sup>-</sup> PER LF	\$ 6,750 <sup>-</sup>
29.0	1 EA	<u>GATES</u>	\$ 1,000 <sup>-</sup> PER EA	\$ 1,000 <sup>-</sup>

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR:

BUYER FW-23	PAGE	REQ. OR PO NO. DEP16103
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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
30.0		<u>REVEGETATION</u>		
30.1	<u>5.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>150</u> <sup>-</sup> PER AC	\$ <u>750</u> <sup>-</sup>
30.2	<u>5.0</u> AC	<u>FERTILIZER</u>	\$ <u>500</u> <sup>-</sup> PER AC	\$ <u>2500</u> <sup>-</sup>
30.3	<u>5.0</u> AC	<u>MULCH</u>	\$ <u>300</u> <sup>-</sup> PER AC	\$ <u>1500</u> <sup>-</sup>
30.4	<u>5.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>500</u> <sup>-</sup> PER AC	\$ <u>2500</u> <sup>-</sup>
		SUB-TOTAL (U-2024-87)		\$ <u>520,541</u> <sup>-</sup>
		PERMIT NUMBER: <u>71-80</u>		
31.0	<u>400</u> LF	<u>STORMWATER MANAGEMENT</u> (Max, bid of \$5.00/LF of silt fence / hay bale material used on site)	\$ <u>0<sup>10</sup></u> PER LF	\$ <u>40</u> <sup>-</sup>
32.0	<u>1600</u> LF	<u>RE-GRADE AND RESURFACE POND #4 ACCESS ROAD</u>	\$ <u>25</u> <sup>-</sup> PER LF	\$ <u>40,000</u> <sup>-</sup>
33.0	<u>550</u> LF	<u>POND #4 ACCESS ROAD EXTENSION</u>	\$ <u>25</u> <sup>-</sup> PER LF	\$ <u>13,750</u> <sup>-</sup>
34.0	<u>1250</u> LF	<u>RE-LINE CHANNEL 1A WITH RIP-RAP</u>	\$ <u>49</u> <sup>-</sup> PER LF	\$ <u>61,250</u> <sup>-</sup>
35.0	<u>250</u> LF	<u>RE-LINE CHANNEL 1B WITH RIP-RAP</u>	\$ <u>49</u> <sup>-</sup> PER LF	\$ <u>12,250</u> <sup>-</sup>
36.0	<u>1</u> EA	<u>CLEANOUT POND #4</u>	\$ <u>28,000</u> <sup>-</sup> PER EA	\$ <u>28,000</u> <sup>-</sup>
37.0	<u>1</u> EA	<u>CONSTRUCT ALKALINITY CELL AT POND #4</u>	\$ <u>38,000</u> <sup>-</sup> PER EA	\$ <u>38,000</u> <sup>-</sup>
38.0	<u>1</u> EA	<u>RECONSTRUCT POND #4 SPILLWAY</u>	\$ <u>29,400</u> <sup>-</sup> PER EA	\$ <u>29,400</u> <sup>-</sup>
39.0	<u>5</u> EA	<u>INSTALL BAFFLES IN POND #4</u>	\$ <u>3,250</u> <sup>-</sup> PER EA	\$ <u>16,250</u> <sup>-</sup>



WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR:

BUYER FW-23	PAGE	REQ. OR PO NO. DEP16103
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
40.0	<u>1</u> EA	<u>CONSTRUCT SLUDGE DRYING CELL #3, W/ PIPING</u>	\$ <u>47,500</u> PER EA	\$ <u>47,500</u>
41.0	<u>1400</u> LF	<u>SITE FENCING</u>	\$ <u>15</u> PER LF	\$ <u>21,000</u>
42.0	<u>2</u> EA	<u>GATES</u>	\$ <u>500</u> PER EA	\$ <u>1,000</u>
43.0		<u>REVEGETATION</u>		
43.1	<u>3.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>150</u> PER AC	\$ <u>450</u>
43.2	<u>3.0</u> AC	<u>FERTILIZER</u>	\$ <u>500</u> PER AC	\$ <u>1,500</u>
43.3	<u>3.0</u> AC	<u>MULCH</u>	\$ <u>300</u> PER AC	\$ <u>900</u>
43.4	<u>3.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>550</u> PER AC	\$ <u>1,650</u>
		SUB-TOTAL (71-80)		\$ <u>312,940</u>
		TOTAL BID FOR BOTH PERMITS		\$ <u>833,481</u>

*MA. Evans 5-28-13*

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mountaineer Infrastructure, LLC  
of 2376 Laneville Road, Dry Fork, WV 26263, as Principal, and Liberty Mutual Insurance Company  
of 175 Berkeley Street, Boston, MA 02116, a corporation organized and existing under the laws of the State of  
Massachusetts with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of 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  
AML Restoration of Water - Ellamore, Upshur County, West Virginia. (DEP16103)

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.

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  
23rd day of May, 2013.

Principal Corporate Seal



Surety Corporate Seal

Mountaineer Infrastructure, LLC  
(Name of Principal)

By: MR. Evans  
(Must be President or  
Vice President)

President  
(Title)

Liberty Mutual Insurance Company  
(Name of Surety)

By: Donna J. Price  
Donna J. Price Attorney-in-Fact  
Licensed West Virginia Resident Agent

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
and a power of attorney must be attached.

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

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

Certificate No. 5RB6606

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS, That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew K. Teeter, Christopher A. Michel, Donna J. Price, Douglas P. Taylor, Janis K. Peacock, Kimberly L. Miles, Pamela V. Lanham

all of the city of Charleston, state of WV, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON 55  
COUNTY OF KING

On this 5th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By RD Riley  
RD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary, to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5: Surety Bonds and Undertakings** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary, to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of May, 2013.

By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



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

STATE OF West Virginia

COUNTY OF Tucker, TO-WIT:

I, Mathew D. Evans, after being first duly sworn, depose and state as follows:

1. I am an employee of Mountaineer Infrastructure, LLC; and,  
(Company Name)

2. I do hereby attest that Mountaineer Infrastructure, LLC  
(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.

Mountaineer Infrastructure, LLC  
(Company Name)

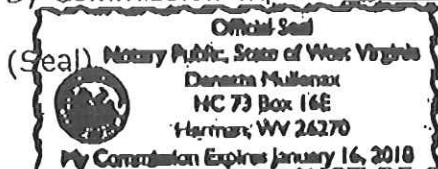
By: MD. Evans

Title: President

Date: 5/28/13

Taken, subscribed and sworn to before me this 28 day of May 2013.

By Commission expires January 16 2018



Danza Mullonax  
(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.**

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.

Mountaineer Infrastructure, LLC  
(Company)

MR Evans  
(Authorized Signature)

Matt Evans President  
(Representative Name, Title)

304-290-7000      304-866-4329  
(Phone Number)      (Fax Number)

5-20-13  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** DEP16103

**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 |

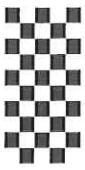
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Mountainer Infrastructure, LLC  
Company

MR. Evans  
Authorized Signature

5-28-13  
Date

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



MOUNTAINEER INFRASTRUCTURE, LLC  
2376 LANEVILLE ROAD  
DRY FORK, WV 26263

PHONE 304-290-7000

FAX 304-868-4329

# FAX

To: WV Purchasing From: Matt Evans

Fax: 304-558-3970 Pages: 24

Phone: \_\_\_\_\_ Date: 5-28-13

Re: DEP 16103 Bid CC: \_\_\_\_\_

Urgent     For Review     Please Comment     Please Reply

RFQ No. DEP 16103

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: Mountaineer Infrastructure, LLC

Authorized Signature: MR. Ewan Date: 5/28/13

State of West Virginia

County of Tucker, to-wit:

Taken, subscribed, and sworn to before me this 28 day of May, 2013.

My Commission expires January 16, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC Danette Muller

Purchasing Affidavit (Revised 07/01/2012)

