



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

**Solicitation**

NUMBER
DNRB13085

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Hyre's Water Well Service*  
*571 Frenchton Rd*  
*French Creek, WV 26218*

SHIP TO

DIVISION OF NATURAL RESOURCES  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED

03/22/2013  
 BID OPENING DATE:

05/09/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42	128,800 <sup>00</sup>	128,800 <sup>00</sup>
GENERAL CONSTRUCTION / WATER WELL						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES; PARKS AND RECREATION, IS SOLICITING BIDS TO PROVIDE WATER WELL DRILLING SERVICE FOR THE SLED RUN IMPROVEMENT PROJECT AT BLACKWATER FALLS STATE PARK, AT DAVIS, WV. PER THE ATTACHED SPECIFICATIONS.						
PROJECT MANUAL AND PLANS MAY BE OBTAINED FROM THE ENGINEERING FIRM OF:						
CHAPMAN TECHNICAL GROUP 200 SIXTH AVENUE ST. ALBANS, WV. 25177 304.727.5501						
* NON-REFUNDABLE DEPOSIT OF \$30.00, PLUS SHIPPING AND HANDLING FOR SETS THAT ARE MAILED.*						
05/14/13 09:48:14 AM West Virginia Purchasing Division						

SIGNATURE <i>Philip R. Hyre</i>	TELEPHONE 1-304-924-6240	DATE 5-13-13
TITLE OWNER	FEIN 55-058-2255	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  
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 2019 Washington Street East  
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# Solicitation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Hyre's Water Well Service*  
*571 Frenchton Rd*  
*French Creek, WV 26218*

SHIP TO

DIVISION OF NATURAL RESOURCES  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED
03/22/2013

BID OPENING DATE:

05/09/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DNRB13085 ***** TOTAL:						<u>128,800<sup>00</sup></u>

SIGNATURE <i>Philip R. Hyre</i>	TELEPHONE 1-304-924-6240	DATE 5-13-13
TITLE <i>Owner</i>	FEIN 55-058-2252	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  
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# Solicitation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

V E N D O R	*827142941	304-924-6240
	HYRES WATER WELL SERVICE	
	571 FRENCHTON RD	
	FRENCH CREEK WV 26218	

S H I P T O	DIVISION OF NATURAL RESOURCES
	JOBSITE
	SEE SPECIFICATIONS

DATE PRINTED
04/18/2013

BID OPENING DATE: 05/09/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM FOR THE BLACKWATER FALLS STATE PARK, SLED RUN SNOW MAKING IMPROVEMENT PROJECT, ISSUED TO PUBLISH THE FOLLOWING ATTACHED INFORMATION TO THE VENDOR COMMUNITY.						
0001	1	LS		968-42	128,800 <sup>00</sup>	128,800 <sup>00</sup>
				GENERAL CONSTRUCTION / WATER WELL		
***** THIS IS THE END OF RFQ DNRB13085 ***** TOTAL:						128,800 <sup>00</sup>

SIGNATURE <i>Philip R. Hyre</i>	TELEPHONE 1-304-924-6240	DATE 5-13-13
TITLE OWNER	FEIN 55-058-2252	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
DNRB13085

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

VENDOR	*827142941      304-924-6240
	HYRES WATER WELL SERVICE
	571 FRENCHTON RD
	FRENCH CREEK WV 26218

SHIP TO	DIVISION OF NATURAL RESOURCES
	JOBSITE
	SEE SPECIFICATIONS

DATE PRINTED
04/29/2013

BID OPENING DATE: 05/15/2013      BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42	128,800 <sup>00</sup>	128,800 <sup>00</sup>
				ADDENDUM NO. 2		
ADDENDUM FOR THE BLACKWATER FALLS STATE PARK, SLED RUN SNOW MAKING IMPROVEMENT PROJECT, ISSUED TO PUBLISH THE FOLLOWING ATTACHED INFORMATION TO THE VENDOR COMMUNITY.						
				GENERAL CONSTRUCTION / WATER WELL		
***** THIS IS THE END OF RFQ DNRB13085 ***** TOTAL:						128,800 <sup>00</sup>

SIGNATURE <i>Philip R. Hyre</i>	TELEPHONE 1-304-924-6240	DATE 5-13-13
TITLE OWNER	FEIN 55-058-2252	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

SEALED BID

BUYER: \_\_\_\_\_  
SOLICITATION NO.: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_  
BID OPENING TIME: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

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 n/a 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:

May 09, 2013 at 1:30 PM. EST.

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.

SOLICITATION NUMBER: DNRB13085  
 Addendum Number: No.1

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

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

ADDENDUM NO.1

ADDENDUM FOR THE BLACKWATER FALLS STATE PARK, SLED RUN SNOW MAKING IMPROVEMENT PROJECT, ISSUED TO PUBLISH THE FOLLOWING ATTACHED INFORMATION TO THE VENDOR COMMUNITY.

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

**Terms and Conditions:**

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

SOLICITATION NUMBER: DNRB13085  
 Addendum Number: No.2

---

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

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

**ADDENDUM NO. 2**

Addendum issued to publish and distribute the following attached information to the vendor community.

1. Bid Opening Changed from: May 09, 2013  
to: May 15, 2013
2. change in specifications
3. No other changes.

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

**Terms and Conditions:**

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** DNRB13085

**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.

Hyre's Water Well Service

Company

Philip R. Hyre

Authorized Signature

5-13-13

Date

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



**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: Hyre's WATER Well Service

Contractor's License No. WV006517

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.

**Blackwater Falls State Park  
Contract 3 - Water Supply Well  
DIVISION OF NATURAL RESOURCES**

**Revised 4-15-2013  
FORM OF PROPOSAL**

Name of Bidder:

Hyre's Water Well Service

Address of Bidder:

571 FRENCHTON ROAD  
FRENCH CREEK, W.V. 26218

Phone Number of Bidder:

1-304-924-6240

WV Contractors License No.

WV 006517

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**Base Bid**  
Contract No. 3

The project generally consists of installation of construction of one (1) new water well approximately 500 VF deep and necessary incidentals including: site work, well testing, and pumping equipment installation. The work is identified as Contract No. 3 - Blackwater Falls State Park. The cost for the work shall be as itemized below.

**Blackwater Falls State Park  
Contract 3 - Water Supply Well  
DIVISION OF NATURAL RESOURCES**

Revised 4-15-2013  
**FORM OF PROPOSAL**

Amounts to be shown in both words and figures. In case of a discrepancy, the amount in words shall govern.

<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u> <u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u> <u>IN FIGURES</u>	<u>TOTAL PRICE</u> <u>IN FIGURES</u>
1	L.S.	Project Mobilization/Demobilization <i>Five thousand Five hundred</i> Dollars and <i>Zero</i> Cents	\$ <i>5,500<sup>00</sup></i>	\$ <i>5,500<sup>00</sup></i>
60	V.F.	Drill & install 8" Steel Casing <i>One hundred Forty</i> Dollars and <i>Zero</i> Cents	\$ <i>140<sup>00</sup> Ft</i>	\$ <i>8,400<sup>00</sup></i>
440	V.F.	Drill 7-3/4" Open Borehole <i>Forty Five</i> Dollars and <i>Zero</i> Cents	\$ <i>45<sup>00</sup> Ft</i>	\$ <i>19,800<sup>00</sup></i>
8	Hr.	Well Development <i>Five hundred</i> Dollars and <i>Zero</i> Cents	\$ <i>500<sup>00</sup> per hr.</i>	\$ <i>4,000<sup>00</sup></i>
500	V.F.	Color TV Video Survey <i>Ten</i> Dollars and <i>Zero</i> Cents	\$ <i>10<sup>00</sup> Ft</i>	\$ <i>5,000<sup>00</sup></i>
24	Hr.	Well Testing <i>Three hundred Seventy Seven</i> Dollars and <i>Zero</i> Cents	\$ <i>377<sup>00</sup> per hr.</i>	\$ <i>9,048<sup>00</sup></i>
1	LS	Site Work & Access <i>Nineteen thousand Eight hundred</i> Dollars and <i>Zero</i> Cents	\$ <i>19,800<sup>00</sup></i>	\$ <i>19,800<sup>00</sup></i>
1100	L.F.	Install 3-#4 with #10 Ground Copper conductors in existing 2" PVC conduit. <i>Eight</i> Dollars and <i>Zero</i> Cents	\$ <i>8<sup>00</sup> Ft</i>	\$ <i>8,800<sup>00</sup></i>
500	V.F.	Well Pump Discharge Piping <i>Nine</i> Dollars and <i>Zero</i> Cents	\$ <i>9<sup>00</sup> Ft.</i>	\$ <i>4,500<sup>00</sup></i>

**Blackwater Falls State Park  
Contract 3 - Water Supply Well  
DIVISION OF NATURAL RESOURCES**

**Revised 4-15-2013  
FORM OF PROPOSAL**

1	LS	Submersible Well Pump System	<i>Thirty eight thousand</i> Dollars and <i>Zero</i> Cents	\$ <u><i>38,000.<sup>00</sup></i></u>	\$ <u><i>38,000.<sup>00</sup></i></u>
1	L.S.	Well Testing Setup	<i>Five thousand nine hundred Fifty Two</i> Dollars and <i>Zero</i> Cents	\$ <u><i>5,952.<sup>00</sup></i></u>	\$ <u><i>5,952.<sup>00</sup></i></u>

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in numbers.**

*128,800.<sup>00</sup>*

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in words.**

*One hundred twenty Eight thousand Eight hundred dollars and Zero Cents*

Unit Prices shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. The sum total of the unit prices furnished herein should equal the base bid amount. However, in the event of a discrepancy, the amount indicated as the base bid shall prevail. Any contract issued as a result of this bid will contain the amount of the base bid and any additive alternates should any be added by addendum.

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in numbers.**

128,800<sup>00</sup>

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in words.**

One hundred twenty Eight thousand Eight hundred dollars and Zero Cents

Unit Prices shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. The sum total of the unit prices furnished herein should equal the base bid amount. However, in the event of a discrepancy, the amount indicated as the base bid shall prevail. Any contract issued as a result of this bid will contain the amount of the base bid and any additive alternates should any be added by addendum.

**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.

Hyre's Water Well Service

(Company)

Philip R. Hyre

(Authorized Signature)

Philip R. Hyre - owner

(Representative Name, Title)

1-304-924-6240

(Phone Number)

1-304-924-6345

(Fax Number)

5-13-13

(Date)

Agency \_\_\_\_\_  
REQ.P.O# DNRB13085

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hyre's Water Well Service  
of French Creek, WV, as Principal, and Erie Insurance  
of Erie, PA, a corporation organized and existing under the laws of the State of PA  
with its principal office in the City of Erie, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \$ 6,440.00 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  
Drill 8" Water Well-maximum 440' deep. Perform 8 hour pump test,  
install permanate pump w/riser pipe. Install wire to pump house  
with pump controls. Also includes making location at drill site.

**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  
3rd day of May, 2013.

Principal Corporate Seal

Philip R. Hyre  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or Vice President)  
Owner  
\_\_\_\_\_  
(Title)

Surety Corporate Seal

Erie Insurance  
(Name of Surety)

  
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.**





ERIE INSURANCE
PROPERTY & CASUALTY COMPANY
ERIE, PA 16530
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

J. Christopher Pallotta and Mark D. Pallotta
individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,

each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00). And to bind ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 11th day of March, 2008, and said Resolution has not been amended or repealed:

RESOLVED, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 18th day of September, 2008, at which a quorum was present and said Resolution has not been amended or repealed:

RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.

IN WITNESS WHEREOF, ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of September, 2008.



Signature of Terrence W. Cavanaugh, President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 18th day of September, 2008, before me personally came Terrence W. Cavanaugh, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Signature of Sheila M. Hirsch, Notary Public
My commission expires June 27, 2012

CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.



Signature of James J. Tanous, Secretary

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,

this day of 20 .

Division of Natural Resources  
Elkins Office  
Randolph Center - Suite 222  
1200 Harrison Avenue  
Elkins, WV, 26241

Solicitation Number: DNR B13085

Hyre's Water Well Service  
571 Frenchton Rd  
French Creek, WV 26218

Sub Contractors list:

1. Hyre's Well & Pump Service
2. Small Ridge Electric
3. Suder Welding
4. Marshall Miller & Assoc.



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

STATE OF West Virginia

COUNTY OF Upshur, TO-WIT:

I, Philip R. Hyre, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Hyre's Water Well Service; and,  
(Company Name)
- 2. I do hereby attest that Hyre's Water Well Service  
(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.

Hyre's Water Well Service  
(Company Name)

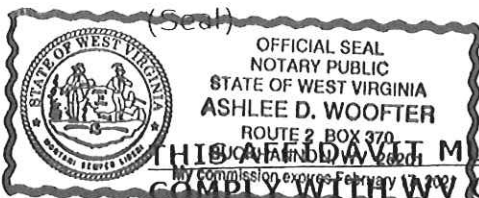
By: Philip R. Hyre

Title: OWNER

Date: ~~5-16-13~~ 5-9-13

Taken, subscribed and sworn to before me this 9<sup>th</sup> day of May, 2013.

By Commission expires February 17, 2021



Ashlee D. Woofler  
(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.**

RFQ No. DNRB13085

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: Hyre's Water Well Service  
Authorized Signature: Philip R. Hyre Date: P.R.H. 5-16-13 5-9-13

State of West Virginia

County of Upshur, to-wit:

Taken, subscribed, and sworn to before me this 9<sup>th</sup> day of May, 2013

My Commission expires February 17, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Ashlee D Woofter

Purchasing Affidavit (Revised 07/01/2012)

