



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

# Request for Quotation

RFO NUMBER  
 DEP13704

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 CHUCK BOWMAN  
 304-558-2157

VENDOR

\*709052008      304 765 5288  
 MCCOURT & SON CONSTRUCTION INC  
 2790 CENTRALIA ROAD  
 SUTTON WV 26601

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901      304-465-1911

DATE PRINTED 10/12/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 11/14/2006      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$ 484,790.00
RECLAMATION: RESTORATION OF LAND  SPECIAL RECLAMATION/BOND FORFEITURE PROJECT  THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RELCLAMATION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FOR THE FOLLOWING PROJECT NEAR VAUGHAN, NICHOLAS CO., WV.  THE PURPOSE OF THE CONTRACT IS TO PERFORM LAND RECLAMATION ON THE MINING OPERATION OF CHICOPEE COAL COMPANY NOW UNDER REVOKED PERMIT NUMBER(S) UO-223 AND U-3003-86.  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 10/26/06 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. DIRECTIONS TO THE SITE ARE ON PAGE 11 OF THE RFQ.  THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR VAUGHAN, WV, NICHOLAS COUNTY AND CONSISTS OF APPROXIMATALY 12.0 ACRES.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charles J. McBride</i>	TELEPHONE (304) 765-5288	DATE 11/14/2006
TITLE PRESIDENT	FEIN 55-062-4840	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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**SUTTON WV 26601**

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**DEPT. OF**  
**OFFICE OF SPECIAL RECLAMATION**  
**116 INDUSTRIAL DRIVE**  
**OAK HILL, WV**  
**25901**      **304-465-1911**

DATE PRINTED <b>10/12/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>11/14/2006</b> <b>BID OPENING TIME 01:30PM</b>				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>PROJECT CONTACT PERSON:</b>  <b>DAVID L. MARTIN, PE</b>  <b>DEPT. OF ENVIRONMENTAL PROTECTION/DLR/SPECIAL REC.</b>  <b>116 INDUSTRIAL DRIVE</b>  <b>OAK HILL, WV 25901</b>      <b>(304) 465-1911</b></p> <p><b>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, PURCHASING DIVISION.</b></p> <p><b>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</b></p> <p><b>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</b></p> <p><b>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</b></p> <p><b>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS:

SIGNATURE	TELEPHONE	DATE
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				<p>SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 5</p>		

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<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NICHOLAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>[Signature]</i>.....SIGNATURE</p> <p>..MCCOURT AND SON CONSTRUCTION, INC. COMPANY</p> <p>....11/14/2006.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B</p>						

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BID OPENING DATE: **11/14/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <b>MCCOURT AND SON CONSTRUCTION, INC.</b></p> <p>CONTRACTORS LICENSE NO.: <b>WV001913</b></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES &amp; REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>FOR AGENCY USE ONLY: 9194            A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>(304) 765-5288</b>	DATE <b>11/14/2006</b>
TITLE <b>PRESIDENT</b>	FEIN <b>55-062-4840</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:  SEALED BID  BUYER: CB-23 REQ. NO.: DEP13704 BID OPENING DATE: 11/14/2006 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 765-5293						
***** THIS IS THE END OF RFQ DEP13704 ***** TOTAL:						<u>\$484,790.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>(304) 765-5288</b>	DATE <b>11/14/2006</b>
TITLE <b>PRESIDENT</b>	FEIN <b>55-062-4840</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

WV-36 STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR: .

# DIRECTIONS

## CHICOPEE COAL CO. UO-223

*(PRE-BID CONFERENCE WILL BEGIN AT THIS SITE)*

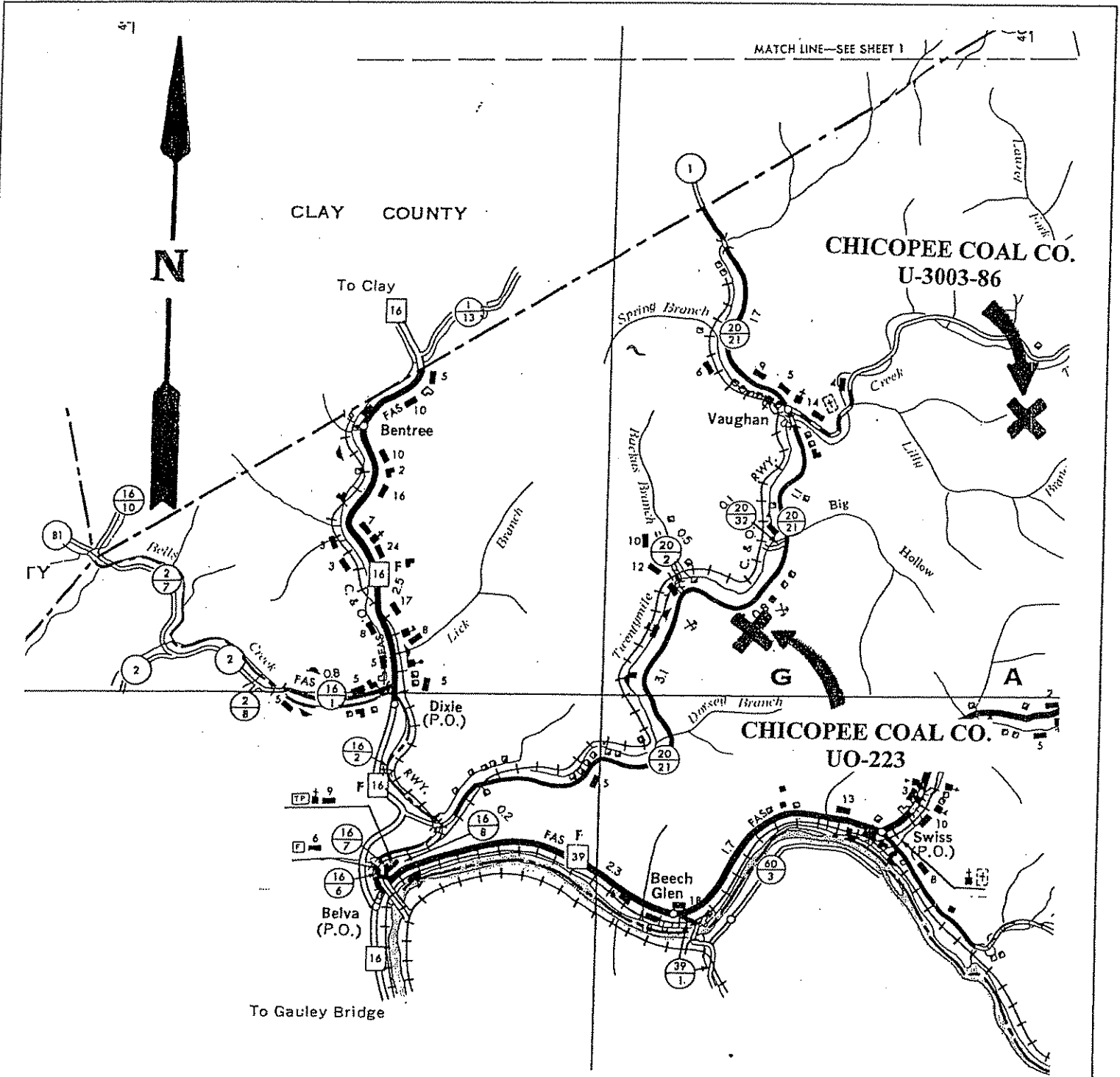
FROM THE INTERSECTION OF STATE ROUTE 39 AND STATE ROUTE 16 AT BELVA, TAKE STATE ROUTE 16 NORTH TOWARD CLAY. TRAVEL 0.7 MILES AND TURN RIGHT ONTO TWENTY MILE ROAD (COUNTY ROUTE 16/3). TRAVEL 3.7 MILES AND MINE SITE WILL BE ON THE RIGHT.

## CHICOPEE COAL CO. U-3003-86

FROM THE INTERSECTION OF STATE ROUTE 39 AND STATE ROUTE 16 AT BELVA, TAKE STATE ROUTE 16 NORTH TOWARD CLAY. TRAVEL 0.7 MILES AND TURN RIGHT ONTO TWENTY MILE ROAD (COUNTY ROUTE 16/3). TRAVEL 5.0 MILES AND TURN RIGHT ONTO THE HAULROAD. TRAVEL 0.6 MILES AND BEAR LEFT. TRAVEL 0.1 MILES AND TURN RIGHT. TRAVEL 1.0 MILE AND TURN RIGHT ONTO THE MINE SITE.

<b>SPECIAL RECLAMATION</b>	
CHICOPEE COAL COMPANY UO-223 AND U-3003-86	
SCALE: N/A	DRAWN BY:
DATE:	PROJECT NO.:

WV-36 STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:



**LOCATION MAP**

<b>SPECIAL RECLAMATION</b>	
CHICOPEE COAL COMPANY UO-223 AND U-3003-86	
SCALE: N/A	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 013	REQ. OR PO NO. DEP13704
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
REV. 1/29/02 PURCHASING CONTINUATION SHEET  
VENDOR:

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Chicopee Coal Company, Inc., Permit UO-223, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management in the form as described in bid item # 9.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling are required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 7.0 )
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. Remove any and all debris from site. Contractor must provide documentation of proper disposal.
7. Install three (3) wet mine seals. The three (3) wet mine seals shall be connected to a lateral underdrain.
8. Construct approximately 210 Linear Feet of lateral underdrain. The lateral underdrain shall discharge directly into Ditch One (1).
9. Backfill to completely eliminate approximately 400 Linear Feet of highwall. Note: All black/ potentially toxic material shall be segregated from the backfill material and be isolated in the backstack per attached specifications. Material to be isolated must be mixed with 40 tons of agricultural lime prior to final placement in the backstack. Note: All backfilled and regraded slopes shall be no steeper than 2 horizontal to 1 vertical.
10. Eliminate Pond A by regrading to a sheet flow drainage pattern. Note: Any water impounding structures shall be pumped down prior to regrading.
11. Construct approximately 300 Linear Feet of Ditch One (1), starting at the underdrain discharge and ending at the culvert going under the county road.
12. Construct approximately 350 Linear Feet of Ditch Two (2), starting where drainage comes over the top of the highwall and ending 50 feet beyond the toe of the slope, at Ditch Three (3).
13. Construct approximately 180 Linear Feet of Ditch Three (3), starting at the lower end Ditch Two (2) and ending at the culvert under the county road.
14. Eliminate approximately 625 Linear Feet of sediment ditch by regrading to a sheet flow drainage pattern.
15. Install 1,000 Linear Feet of haybale dike for sediment control during and after construction.

WV-36a                      STATE OF WEST VIRGINIA  
REV. 1/29/02            PURCHASING CONTINUATION SHEET  
VENDOR:

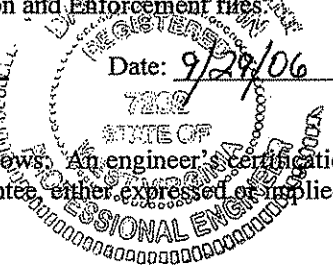
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16. Prior to demobilization, a road ditch shall be reestablished along the entire road frontage of the construction area. The road ditch must drain to the existing culvert under the county road. A berm, 4 foot high with a five (5) foot top width, shall be constructed between the road ditch and Ditch One (1). The berm shall begin at the culvert under the county road, run through the area of the current access road, and end by tying into the bank beyond the access road.
  
17. Regrade and revegetate four (4) acres of disturbance.

I David L. Martin, Sr., the undersigned, hereby certify <sup>1</sup> that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

David L. Martin, Sr. PE  
Registered Professional Engineer WV No. 7202

Date: 9/29/06



<sup>1</sup> The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee either expressed or implied.

BUYER CB-23	PAGE 015	REQ. OR PO NO. DEP13704
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>Chicopee Coal Company, Inc.</u></b>				
<b>PERMIT NUMBER(S): <u>UO-223</u></b>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 7,500.00
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ 1,000.00
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 4,000.00
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ 73,000.00
5.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ 4,500.00
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ 1,000.00
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ 1,000.00
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ 2,000.00
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ 3,100.00
7.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ 1,000.00
8.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
8.1	LUMP SUM	<u>ELIMINATE POND "A"</u>	LUMP SUM	\$ 3,500.00
8.2	LUMP SUM	<u>ELIMINATE SEDIMENT DITCH</u>	LUMP SUM	\$ 3,000.00
9.0	1,000 LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ 5.00 PER LF	\$ 5,000.00
10.0	3 EA	<u>WET MINE SEAL</u> (Non-acid producing seams)	\$ 7,400. PER EA	\$ 22,200.00



McCourt & Son Construction, Inc.  
 2790 Centralia Road  
 Sutton, WV 26601

BUYER CB-23	PAGE 016	REQ. OR PO NO. DEP13704
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11.0		<u>RIP-RAP DITCH</u>		
11.1	LUMP SUM	<u>DITCH ONE (1)</u>	LUMP SUM	\$ 9,000.00
11.2	LUMP SUM	<u>DITCH THREE (3)</u>	LUMP SUM	\$ 6,500.00
12.0	LUMP SUM	<u>GROUTED RIP-RAP DITCH TWO (2)</u>	LUMP SUM	\$ 18,700.00
13.0	LUMP SUM	<u>UNDERDRAIN</u>	LUMP SUM	\$ 9,000.00
14.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ 500.00
15.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	\$ -0-
16.0	LUMP SUM	<u>LIMING</u>	LUMP SUM	\$ 2,000.00
<b>TOTAL FOR PERMIT: <u>UO-223</u></b>				\$ 177,500.00

BUYER CB-23	PAGE 017	REQ. OR PO NO. DEP13704
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a                      STATE OF WEST VIRGINIA  
REV. 1/29/02            PURCHASING CONTINUATION SHEET  
VENDOR:

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Chicopee Coal Company, Inc., Permit U-3003-86, any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

18. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 19.0. If, fuel and lubricants are to be stored on site, bid item # 18.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
19. Storm water management in the form as described in bid item # 25.0 shall be installed.
20. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvements is required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
21. Construction stakeout as necessary to carry out work. (Bid Item # 23.0 )
22. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
23. Remove any and all debris from site. Contractor must provide documentation of proper disposal.
24. Excavate the mine highwall "faceup" portal area to locate and completely expose the mine portals and construct four (4) wet mine seals. Note: Excavation costs are to be incidental to the cost of the wet mine seals. Existing seals shall have a minimum two (2) foot by two (2) foot hole broken through them. The bottom of this hole shall be on the pit floor to allow the new seals to be free draining. (See details and specifications). The four (4) wet mine seals shall be connected to Underdrain Two (2).
25. Construct approximately three hundred (300) Linear Feet of lateral Underdrain Two (2). Underdrain Two (2) will be constructed against the existing highwall. The lateral underdrain shall discharge directly into Ditch Four (4). (See details and specifications).
26. Backfill to completely eliminate approximately four hundred (400) Linear Feet of highwall. Note: All black/potentially toxic material shall be segregated from the backfill material and be isolated in the backstack per attached specifications. Material to be isolated must be mixed with 40 tons of agricultural lime prior to final placement. All backfilled and regraded slopes shall be no steeper than 2 horizontal to 1 vertical. Note: Spoil material located to the west of the highwall should be used first. If additional material is needed it may be obtained from an area located across the haulroad.
27. Ditch Four (4) is an extension of the lowest portal's Wet Mine Seal. It will transport mine discharge into Ditch Five (5). NOTE: The cost of this ditch is incidental to the cost of the Wet Mine Seal.
28. Construct Chimney Drain approximately one hundred fifty feet (150) long up the highwall rock interface and up slope to collect seepage. This underdrain will be connected to Underdrain Two (2). (See details and specifications).

WV-36a                      STATE OF WEST VIRGINIA  
REV. 1/29/02            PURCHASING CONTINUATION SHEET  
VENDOR:

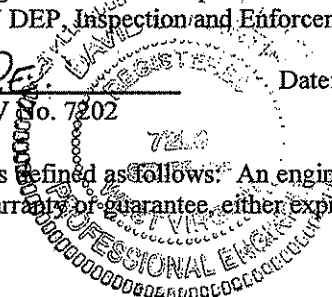
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29. Construct approximately four hundred (400) Linear Feet of Ditch Five (5), starting with a drive-thru crossing on a road located above the highwall area and extending to Ditch Six (6). The cost of the drive-thru crossing is incidental to the cost of the ditch. This crossing will maintain the design flow depth with side slopes of one (1) vertical to five (5) horizontal. (See details and specifications).
30. Construct approximately eight hundred (800) Linear Feet of Ditch Six (6). This ditch is a haulroad ditch starting at the eastern edge of the regraded highwall and extending down the road.
31. Eliminate Pond B by pumping and construct approximately three hundred (300) Linear Feet of Rip-Rap Stream Channel Seven (7) through the pond area. Regrade the area to drain into the stream channel.
32. Reestablish the haulroad drainage by cleaning all ditches and sumps, reopening pipes and installing waterbars as necessary all the way to County Road 16/3.
33. Install approximately six hundred (600) linear feet of haybale dike for sediment control as directed by the DEP representative on site.
34. Regrade coal stockpile area by pulling outer berms to insure a sheetflow drainage pattern. Gather all "black" and potentially toxic material and mix with forty (40) tons of lime prior to regrading. Minimum of one (1) foot of soil shall cover all black potentially toxic material. Sump at coal stockpile area shall be dewatered by pumping prior to elimination. NOTE: Sump elimination shall be incidental to regrading.
35. Regrade and revegetate approximately eight (8) acres of disturbance.

I David L. Martin, Sr., the undersigned, hereby certify <sup>1</sup> that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

*David L. Martin, Sr.* Date: 9/29/06  
Registered Professional Engineer WV No. 7202

<sup>1</sup> The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.



WV-36 STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>Chicopee Coal Company, Inc.</u></b>				
<b>PERMIT NUMBER(S): <u>U-3003-86</u></b>				
17.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 7,500.00
18.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ 1,000.00
19.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 7,500.00
20.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ 69,600.00
21.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ 10,600.00
22.0		<u>REVEGETATION</u>		
22.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ 2,000.00
22.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ 2,000.00
22.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ 4,000.00
22.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ 6,000.00
23.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ 1,000.00
24.0	LUMP SUM	<u>ELIMINATE POND "B"</u>	LUMP SUM	\$ 13,200.00
25.0	600 LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ 5.00 PER LF	\$ 3,000.00
26.0	4 EA	<u>WET MINE SEAL</u> (Non-acid producing seams)	\$ 9,000 PER EA	\$ 36,000.00
27.0		<u>GROUTED RIP-RAP DITCH</u>		
27.1	LUMP SUM	<u>DITCH FIVE (5)</u>	LUMP SUM	\$ 20,150.00
27.2	LUMP SUM	<u>DITCH SIX (6)</u>	LUMP SUM	\$ 62,500.00
27.3	LUMP SUM	<u>DITCH SEVEN (7)</u>	LUMP SUM	\$ 36,680.00



**A F F I D A V I T**072**West Virginia Code §5A-3-10a states:**

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 the debt owned is an amount greater than one thousand dollars in the aggregate.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"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.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: MCCOURT AND SON CONSTRUCTION, INC.

Authorized Signature:  Date: 11/14/2006

Bond# 3224

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, McCourt & Son Construction, Inc.  
of 2790 Centralia Road, Sutton, WV 26601, as Principal, and Companion Property & Casualty Insurance Company  
of 18051 Jefferson Park Rd #104 Middleburg, a corporation organized and existing under the laws of the State of South Carolina with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Thirty Thousand Two Hundred \$ 30,250.00 <sup>fifty and no/100 Dollars</sup> 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 DEP 13704 Chicopee Coal Company Nicholas Co. Vaughan WV

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 14th day of November, 2006.

Principal Corporate Seal

McCourt & Son Construction, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President or Vice President)  
PRESIDENT  
(Title)

Surety Corporate Seal

Companion Property & Casualty Insurance Company  
(Name of Surety)  
[Signature]  
Attorney-in-Fact  
Jeffery L. Booth

IMPORTANT -Corporate seals must be affixed and a power of attorney must be attached.

# COMPANION PROPERTY & CASUALTY INSURANCE COMPANY

P. O. Box 100165 (29202)  
51 Clemson Road  
Columbia, SC 29229

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY & CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jessica B. Gardiner of Loganville, Georgia; Mary F. Holland of Chamblee, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Canton, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Katherine S. Grimsley of Tampa, Florida; or Donald H. Gibbs of Atlanta, Georgia, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million dollars) including but not limited to consents of surety for the release of retained percentages and / or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be binding upon the Company as if they had been duly signed by the president and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY & CASUALTY INSURANCE COMPANY on the 1<sup>st</sup> day of July 2005.

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY & CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY & CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 8<sup>th</sup> day of May 2006.

Attest: COMPANION PROPERTY & CASUALTY INSURANCE COMPANY

By: [Signature]  
Charles M. Potok, President

[Signature]  
Curtis C. Stewart, Vice President & CFO

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

On this 8<sup>th</sup> day of May, 2006, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that he resides in Columbia, in the County of Richland, State of SC, at Columbia; that he is the President of COMPANION PROPERTY & CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

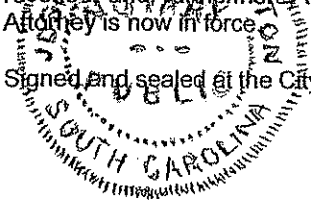
[Signature] Notary Public, State of SC, Qualified in Richland County Commission Expires: 7/14/14

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

I, the undersigned, an Officer of COMPANION PROPERTY & CASUALTY INSURANCE COMPANY, a South Carolina Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 14<sup>th</sup> day of November, 2006

[Signature]  
Curtis C. Stewart, Vice President & CFO





*State of West Virginia*  
*Offices of the Insurance Commissioner*  
*Certificate of Authority*

*Whereas*, **COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY** domiciled in the State of South Carolina has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

*Therefore*, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ARTICLE 1, SECTION 10(c) -- FIRE  
ARTICLE 1, SECTION 10(d) -- MARINE  
ARTICLE 1, SECTION 10(e) -- CASUALTY  
ARTICLE 1, SECTION 10(f) (1) (2) & (3) -- SURETY

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31<sup>st</sup> day of May, 2007, unless this license be sooner revoked. Pursuant to W. Va. Code 33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

*In Testimony Whereof*, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1<sup>st</sup> day of June, 2006.

*Jane L. Cline*

Jane L. Cline  
Insurance Commissioner



WV File #1602

# Companion Property & Casualty Insurance Company

NAIC Company Code: 12157  
NAIC Group Code: 661

## Statutory Financial Statement As of December 31, 2003

<u>Assets</u>	<u>Liabilities</u>
Bonds: \$ 140,825,963	Reserve For:
Stocks: \$ 37,538,920	a) Losses & LAE: \$ 107,170,832
Cash & Short-term Investments: \$ 26,570,985	b) Unearned Premiums: \$ 62,431,675
Agents Balances or Uncollected Reinsured Companies: \$ 55,839,826	c) Expenses, Taxes, Licenses & Fees: \$ 4,231,308
Funds Held by or Deposited with Reinsured Companies: \$ 1,875,298	Payables to Parents, Subsidiaries & Affiliates: \$ 4,561,780
Other Assets: \$ 11,501,765	Other Liabilities: \$ 17,557,383
	<u>Total Liabilities: \$ 195,952,978</u>

<u>Policyholder Surplus</u>	
Capital Stock: \$ 4,200,000	
Surplus: \$ 74,289,779	
<u>Total Policyholder Surplus: \$ 78,489,779</u>	
<u>Total Admitted Assets: \$ 274,252,757</u>	<u>Total Liabilities &amp; Policyholder Surplus: \$ 274,452,757</u>

*Notes:* Bonds & stocks are valued in accordance with the basis adopted by the NAIC.

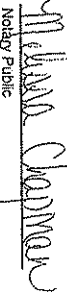
*Certification:* The officers of this reporting entity, being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions there from, for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or (2) that state rules or regulators require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.

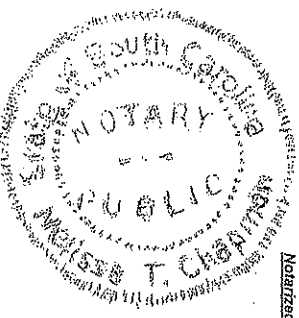
  
Charles M. Polak, President

  
Curtis C. Stewart, VP & CFO

*Notarized:* State of South Carolina  
County of: Richland

On the 15th day of November, 2004, before me came the above named officers of Companion Property and Casualty Insurance Company to me personally known to be individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.

  
Melissa Chapman  
Notary Public



**MY COMMISSION EXPIRES  
SEPTEMBER 27, 2004**