

*709052008

SUTTON WV

2790 CENTRALIA ROAD

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

MCCOURT & SON CONSTRUCTION INC

26601

304 765 5288

Request for Quotation

DEP13910

****ADDRESS:CORRESPONDENCE TO:ATTENTION OF

CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304

304-926-0499

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 04/11/2007 BID OPENING DATE: 05/10/2007 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP UNIT PRICE ITEM NUMBER AMOUNT 0001 JB 962-73 519,410.00 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 17 ACRE ABANDONED MINE PROJECT KNOWN AS THE "OVERFIELD REFUSE & MINING EQUIPMENT DRAINAGE" PROJECT. THE SITE IS LOCATED NEAR PHILIPPI, WV (BARBOUR CO.). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 04/25/07 a 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. DIRECTIONS TO PREBID: FROM I-79 NORTH OR SOUTH, TAKE THE STONEWOOD-NUTTERFORT EXIT (EXIT 115) AND STATE ROUTE 20 SOUTH TOWARD PHILIPPI FOR APPROX. 3.9 MILES TO ITS JUNCTION WITH STATE ROUTE 57. CONTINUE ON STATE ROUTE 57 EAST FOR 6.6 MILES AND TURN RIGHT ONTO ISAACS RUN RD. (57/6). PROCEED APPROX. 300' AND TURN LEFT THROUGH A GATE ONTO THE OLD B&O RAILROAD GRADE. TRAVEL THE RAILROAD GRADE FOR 1,800 FEE TO A CROSSING. SITE IS ON BOTH SIDES OF ELK CREEK. |CONTACT & PH|ONE #|: GRE|GG SMITH, 304-45|7-3219. PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST., SE, CHARLESTON, WV 25304 PH.304-926-0485 UPON PAYMENT OF \$10.00 NON-REFUNDABLE PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE <u>765-5288</u> 5-17-07 ADDRESS CHANGES TO BE NOTED ABOVE 55-062-4840



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DEPARTMENT OF

OFFICE OF AML&R

601 57TH STREET SE

CHARLESTON, WV

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RFQ NUMBER DEP13910

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

304-926-0499

ADDRESS CHANGES TO BE NOTED ABOVE

25304 DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 04/11/2007 BID OPENING DATE: **OPENING TIME** 05/10/2007 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV ************************************** CONTRACTORS LICENSE 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 APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR. CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305 OR PHONE 304-558-7890. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: . Mc Court and Son Construction, Inc. CONTRACTORS LICENSE #: WV001913 CONTRACTORS THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT. APPLICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & 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. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE



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DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS ... 04/11/2007 **BID OPENING DATE:** OPENING TIME 05/10/2007 01:30PM CAT LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 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. (1) NOTICE TO PROCEED: THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE. (2) GUARANTEE AND MAINTENANCE: (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHE BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANC NEITHER THE FINAL ACCEPTANCE NOR THE OF THE WORK. FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE. (B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

TELEPHONE

DATE

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VENDOR

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THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT. (7) APPLICATION FOR PARTIAL PAYMENT: THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF MORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. REV. 9/98 PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS 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 I THIS CONTRACT, 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, ROAD	04/11/	2007	,	***************************************			
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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

DEP13910

PAGE 8

CHUCK BOWMAN 304-558-2157

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

SH-P TO

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

ADDRESS CORRESPONDENCE TO ATTENTION OF:

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

Request for Quotation

RFQ NUMBER DEP13910 PAGE

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304 765 5288 MCCOURT & SON CONSTRUCTION INC 2790 CENTRALIA ROAD

SUTTON WV 26601

***709052008**

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

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

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

Request for Quotation

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DEP13910

PAGE 13

MADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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*709052008 304 765 5288 MCCOURT & SON CONSTRUCTION INC 2790 CENTRALIA ROAD

SUTTON WV 26601

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-

25304 304-926-0499

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

Request for Quotation

DEP13910

PAGE 1

****ADDRESS:CORRESPONDENCESTO:ATTIENTION:OF

CHUCK BOWMAN 304-558-2157

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

ENVIRONMENTAL PROTECTION

DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

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OVERFIELD REFUSE AND MINING EQUIPMENT

Requisition

DEP13910

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BID SHEET REVISED PER ADDENDUM #1 DATED 05/02/07

Company Name: Mc Court and Son Construction. Inc.

Address: 2790 Centralia Rd Sutton, WV 2cdol

			T	
ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
NO.	QUAIVIIII	DESCRIPTION	CIVITIRICE	AWOOW
1.0	Lump Sum	Mobilization and Demobilization (Limited to 10% of Total Bid)	LS	\$ 32,000.00
2.0	Lump Sum	Construction Layout Stakes (Limited to 5% of Total Bid)	LS	\$ 20,000.00
3.0		Quality Control (Limited to 3% of Total Bid)	LS	\$ 9,000.00
4.1		Site Preparation (Limited to 10% of Total Bid)	LS	\$ 28,000.00
4.2		Crusher Run Stone (Road Rehabilitation)	21.00 Ton	\$ 11,760.00
4.3		Debris Removal	LS	\$ 15,000.00
5.0		Sediment Control	4.75 L.F	\$ 510 (0)0.00
6.0		Revegetation	1900.00 AL	\$ 56,620.00 \$ 32,300.00
7.1		6' Grass Lined Channel	4.00 L.P	\$ 6640.00
7.2	2440 LF	6' Grouted Riprap Channel	46.00 L.F	\$ 112,240.00
7.3		10' Grass Lined Swale	7.50 L.F	\$ 3750.00
7.4	300 LF	12" HDPE Culvert		\$ 7,500.00
7.5	Lump Sum	Low Water Crossing	LS	\$ 10.000.00
8.1		Unclassified Excavation	2.00 CY	\$ 107,000.00
8.2	13 AC	Soil Cover	4300°AL	\$ 55,900.00
11.1	200 LF	3' X 3' Underdrain	46.00 L.F	\$ 9,200.00
11.2	50 LF	Conveyance Pipe	50.00 L.F	\$ 2,500.00
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		TOTAL		\$.519,41D.00
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OMB #1029-0119 Expiration Date: 01/31/2010

AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an AML eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This eligibility requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

Contractor Name: MCourt and Son Construction, To Tax Payer ID No.: 55-062-4840 Address: 2790 Centralia Road City: Suffor State: WV Zip Code: 26601 Phone: 304-765-5288 Fax No.: 304-765-5293 E-mail address: MCOurtand son@ Wirehire. Com						
Part B: Legal Structure						
(X) Corporation () Sole Proprietorship () Partnership () LLC () Other (please specify)						
Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.						
I, Tommy McLourt, have the express authority to certify that:						
Information on the attached Entity OFT from AVS is accurate, complete, and upto-date. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.						
Part of the information on the attached Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.						
Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.						
5-17-07 Date Date						

IMPORTANT!

Part A: General Information

In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or request it from www.avs.osmre.gov on the Internet.

AFFIDAVIT

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 exceed 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:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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 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: MCCOUNT an	d Son Construction Inc.
	Date: 5-17-07
Authorized Signature:	Date:
No Debt Affidavit (Revised 10/13/06)	

Date: 7-Jul-2006

Applicant Violator System Organizational Family Tree (OFT)

Time :11:44:12

Page: 1

(139788) MCCOURT & SON CONSTR INC

Total	Number:	6
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Entity ID	Name	Desc Code	_	End Date	Pct. Hold Own. Code
139789 MCCOURT, 139789 MCCOURT, 139790 MCCOURT,	TOMMY H	PRS SH SEC	14-Feb-1982 14-Feb-1982 14-Feb-1996		50%
139790 MCCOURT, 139790 MCCOURT, 139791 MCCOURT,	LYDIA LYDIA	TRS SH	14-Feb-1996 14-Feb-1996 14-Feb-1996		50%

Agency	Purchasing		
REQ.P.O#	DEP13910		

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned	McCourt & Son Construction, Inc.
of 2790 Centralia Rd. Sutton, W 26601	, as Principal, and Companion Property and Casualty
Insurance Companyof 18051 Jefferson Park Rd #104 Middleburg a corporation	organized and existing under the laws of the State of
S 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 <u>Thirty Five Thousand</u> Seven Hundred Fifty ar well and truly to be made, we jointly and severally bind ourselves, our heirs, a	(\$ 35,750.00) for the payment of which, d no/10.) dministrators, executors, successors and assigns.
The Condition of the above obligation is such that whereas the Princ	ipal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and n DEP 1.3910 Resue & Mining Drainage Barbour Co. Philippi	
The state of the s	, 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 content of the principal shall enter into a content of the principal shall furnish any other bonds and insurance required by the bid or agreement created by the acceptance of said bid, then this obligation shall be force and effect. It is expressly understood and agreed that the liability of the exceed the penal amount of this obligation as herein stated.	proposal, and shall in all other respects perform the null and void, otherwise this obligation shall remain in full
The Surety, for the value received, hereby stipulates and agrees that way impaired or affected by any extension of the time within which the Obliger waive notice of any such extension.	
IN WITNESS WHEREOF, Principal and Surety have hereunto set the	eir hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents t $_10th$ day of $___$, 20_07 .	o be signed by their proper officers, this
Principal Corporate Seal	McCourt & Son Construction, Inc. (Name of Principal)
	(Must be President or Vice President)
	PRESIDENT (Title)
Surety Corporate Seal	Companion Property and Casualty Insurance Company (Name of Surety)
	Sight
	Andrew C. Heaner

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.

COMPANION PROPERTY AND 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 AND 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; Stefan E. Tauger of Parker, Colorado; 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; Martha G. Ross of Charlotte, North Carolina; David R. Brett of Columbia, South Carolina; 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).

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 AND CASUALTY INSURANCE COMPANY on the 24th day of December 2003.

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 AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, 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 sertificate relating thereto by facsimile, and any such Power of Attorney 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 AND 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 2200 day of December 2006.

	32, 0. 2000
	Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY By: Charles M. Potok, President Curtis C. Stewart, Vice President & CFO
TO CATALON	TATE OF SOUTH CAROLINA COUNTY MORE THAND A COUNTY MORE THAND CASUALTY INSURANCE COMPANY, the corporation described in and which keeping and say that they know the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that they signed their names thereto pursuant to due authorization. A COUNTY Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Notary Public, State of SC, Qualified in Richland County Commission Expires: Nota
	igned and sealed at the City of Columbia, Dated the 10th day of May 2007

Revised: 12/22/2006

Curtis C. Stewart, Vice President & CFO

State of West Virginia Offices of the Insurance Commissioner Certificate of Huthority

OWhereas, 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 31st 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 1st day of June, 2006.

Fred Chia

Jane L. Cline Insurance Commissioner



WV File #1602

Companion Property & Casualty Insurance Company

NAIC Company Code: 12157 NAIC Group Code: 0661

Statutory Financial Statement As of December 31, 2005

Total Admitted Assets:		Other Assets:	Agents Balances or Uncollected Reinsured Companies Amounts Recoverable From Reinsurers	Stocks: Cash & Short-term Investments:	Assets Bonds:
cs					69 ·
\$. 356,812,916		28,143,570	62,466;033 2,125,335	8,841,531 46,011,217	209,225,230
			•		
Total Liabilities & Policyholder Surplus:	Policyholder Surplus Capital Stock: Surplus: Total Policyholder Surplus:	Total Liabilities:	Payables to Parents, Subsidiaries & Affiliates: Other Liabilities:	b) Unearned Premiums:c) Expenses, Taxes, Licenses & Fees;	Reserve for: a) Losses & LAE:
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356,812,916	4,200,000 84,293,540 88,493,540	268,319,376	5,305,930 10,501,977	70,788,900 22,108,826	159,613,743

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 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 explanations therein contained, annexed or referred to, is a full and true statement of all assets and liabilities and of the condition and and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and except that: 1) state law may differ, or 2) that state rules or regulations require differences in reporting not related to accounting practices nd proced best of their information, knowledge and belief, respectively

Charles M. Potok, President

Curtis C. Stewart, VP & CFO

Notarized: State of South Carolina County of Richland

Casualty Insurance Company to me personally known to be individuals and officers described herein, and acknowle On the 26th day of April, 2006 before me came the above named officers of Companion Property and nstryment and affixed the seal of said company thereto by authority of their office.

My Commission expires:

