



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:  
**DEP13578**

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  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998      304-457-3219**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/26/2007				

BID OPENING DATE: **08/22/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		988-15		\$ 95,390.00
<p><b>OPEN END CONTRACT FOR FENCE AND/OR GATES OSR NORTH</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION'S OFFICE OF SPECIAL RECLAMATION SITES, IS SOLICITING BIDS TO AWARD AN OPEN-END CONTRACT TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND OTHER NECESSARY SERVICES TO INSTALL GATES AND/OR FENCES ON VARIOUS OFFICE OF SPECIAL RECLAMATION PROJECT SITES AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, AND TERMS AND CONDITIONS.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank M. ...</i>	TELEPHONE 304-765-5288	DATE 08/22/2007
TITLE President	FEIN 55-062-4840-001	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p><b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</b></p> <p><b>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</b></p> <p><b>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</b></p> <p><b>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</b></p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p>						

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<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 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:            CONTRACTORS NAME - <u>McCourt &amp; Son Construction, Inc.</u>            CONTRACTORS LICENSE NO. <u>WV-001913-.....</u></p> <p>THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>EXHIBIT 7            DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU</p>						

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				<p>GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>		

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<p><b>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</b></p> <p><input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p><b>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</b></p> <p><input checked="" type="checkbox"/> BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY</p>						

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<p>PRECEDING SUBMISSION OF THIS BID;  OR  ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA</p>						

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<p>CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>McCourt &amp; Son Construction, Inc.</u></p> <p>DATE: <u>08/22/2007</u></p> <p>SIGNED: <u><i>James M. McCourt</i></u></p> <p>TITLE: <u>President</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						

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<p>THE BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP13578</p> <p>BID OPENING DATE: 08/22/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 304-765-5293 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Tommy H. McCourt President -----</p> <p>***** THIS IS THE END OF RFQ DEP13578 ***** TOTAL: <u>\$95,390.00</u></p>						

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BUYER CB-23	PAGE 10	REQ. OR PO NO. DEP13578
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

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CONTRACT

FOR

DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION SITES

GATE AND FENCING SERVICES

NORTHERN COUNTIES

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION  
601 – 57<sup>th</sup> STREET SE  
CHARLESTON, WEST VIRGINIA 25304  
TELEPHONE 304-926-0499

WV-36 STATE OF WEST VIRGINIA  
 Rev. 02/97 PURCHASING CONTINUATION SHEET  
 VENDOR:

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**CONTRACTUAL INFORMATION & REQUIREMENTS**

Article I - Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services for all the scope of work required in this contract.

Article 2 - Location of Work-North

The area of work shall include the Northern Counties of West Virginia. The counties listed below are the coal producing counties and those in parenthesis represent where most of the work required in this contract is located.

- |                 |                |
|-----------------|----------------|
| 1. Hancock      | 15. Tucker     |
| 2. Brooke       | 16. Barbour    |
| 3. Ohio         | 17. Lewis      |
| 4. Marshall     | 18. Braxton    |
| 5. Wetzel       | 19. (Upshur)   |
| 6. Tyler        | 20. Pocahontas |
| 7. (Monongalia) | 21. Randolph   |
| 8. (Preston)    | 22. Pendleton  |
| 9. Marion       | 23. Gilmer     |
| 10. Doddridge   | 24. Webster    |
| 11. Harrison    | 25. Pleasants  |
| 12. Taylor      | 26. Wood       |
| 13. Mineral     | 27. Ritchie    |
| 14. Grant       |                |

Article 3 - Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Special Reclamation" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Special Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word "Contractor" refers to the person or company contracting with State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.
- F. The word "Director" is used to mean the Director of the Division of Land Restoration, Department of Environmental Protection, and shall be considered to be the State's authorized representative.

BUYER CB-23	PAGE 012	REQ. OR PO NO. DEP13578
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WV-36 STATE OF WEST VIRGINIA  
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Article 4 - Ordering Procedure

- A. This is an open end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the Director or his representative, for the Office of Special Reclamation, West Virginia Department of Environmental Protection by issuance of a work directive, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. No work shall be performed until a notice to proceed has been issued by the State.

Article 5 - Delivery

- A. The contractor shall complete the specified work in accordance to each work directive. The contractor shall give an invoice to the Department of Environmental Protection representative upon completion of each work directive.
- B. Inspections of each project will be made by the Director or his authorized representative as work is completed. A final inspection will be made when all work is completed.
- C. Acceptance criteria will be based on all work being completed as requested in the work directive.

Article 6 - General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project, if needed.
- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative. Such inspection will, among other things, ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the work directive, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, and federal environmental and occupational health and safety regulations pertinent to the work.

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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

Article 7 - Costs and Payments

A. Payment to the contractor will be made on the following basis:

1. Unit Pricing

Item - As directed by the State in specific work directive.

Quantity - As agreed to prior to issuing a Notice to Proceed.

Unit Price - As provided by the Offeror in the proposal.

B. The contractor shall invoice on specified DEP forms to the department after completion of work specified in the work directive; final inspection has been made; and the work is accepted by the department. All invoices shall show the quantities and unit prices approved in the cost estimate for the work directive. Multiple invoices will be accepted on Work Directives with prior approval of the DEP.

Article 8 - Changes in the Contract

A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions. All such changes in the work shall be authorized by a change order. A change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:

- 1) By mutual acceptance of a lump sum properly documented (itemized)
- 2) By unit prices (negotiated)

All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

Labor for operating equipment and installing materials shall be incidental to each item.

Labor – The contractor shall pay the West Virginia State Department of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.

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VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	<u>10</u> Per Unit	Two (2) inch diameter heavy-duty pipe gate, eight (8) feet in length.	<u>\$500.00</u> Per Unit	\$ <u>5,000.00</u>
2.0	<u>10</u> Per Unit	Two (2) inch diameter heavy-duty pipe gate, ten (10) feet in length.	<u>\$550.00</u> Per Unit	\$ <u>5,500.00</u>
3.0	<u>10</u> Per Unit	Two (2) inch diameter heavy-duty pipe gate, twelve (12) feet in length.	<u>\$600.00</u> Per Unit	\$ <u>6,000.00</u>
4.0	<u>100</u> Per Unit	Treated wooden gate/corner post, six (6) inch Min. diameter, eight (8) foot Min. length.	<u>\$24.00</u> Per Unit	\$ <u>2,400.00</u>
5.0	<u>100</u> Per Unit	Treated wooden intermediate post, six (6) inch Min. diameter, eight (8) foot Min. length. (Used for bracing both gate and corner posts.)	<u>\$33.00</u> Per Unit	\$ <u>3,300.00</u>
6.0	<u>1,000</u> Per Unit	Treated wooden line post, three (3) inch Min. diameter, seven and one half (7 ½) foot Min. length.	<u>\$26.99</u> Per Unit	\$ <u>26,990.00</u>
7.0	<u>10,000</u> Per LF	Typical woven wire line fence, forty seven (47) inch height, ten (10) strands, top and bottom stays ten (10) gauge min., vertical stays eleven (11) gauge min. and six (6) inch spacing.	<u>\$3.17</u> Per LF	\$ <u>31,700.00</u>
8.0	<u>10,000</u> Per LF	Typical standard barbed wire, fifteen and one half (15 ½) gauge, four (4) point barbs at five (5) inch centers.	<u>\$1.00</u> Per LF	\$ <u>10,000.00</u>
9.0	<u>10</u> Per Unit	Two (2) inch diameter heavy-duty pipe gate, four (4) feet in length. Pedestrian gate.	<u>\$450.00</u> Per Unit	\$ <u>4,500.00</u>
		<b>TOTAL</b>		\$ <u>95,390.00</u>

NOTE:

1. All items must be bid and bid in unit measure specified in the quantity column.
2. Quantities are for bidding purposes only.
3. All equipment used must be in good operable condition and be readily available.
4. All materials must have approval from a DEP representative.
5. Labor for operating equipment and installing materials shall be incidental to each item.
6. Labor - The contractor shall pay the West Virginia State Division of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.

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VENDOR:

**Specifications :**

**Haulroad Gates**

Gates and other hardware shall be hot-dipped galvanized as per ASTM A153 specifications for zinc coating (hot dip) on iron and steel hardware.

Wood posts and braces shall be pressure-preservative treated according to Federal Specification TT-W-571, Wood Preservation: Treating Practices, latest revision and may be round or square.

Gateposts shall be a minimum 6-inch top diameter or square and 8 ft. long.

Postholes shall be a minimum of three (3) ft. deep and twelve (12) inch in diameter or square. Sides shall be nearly vertical.

Posts shall be braced to support the weight of the gate. Conventional bracing or use of a dead man will be considered for approval. Gate posts shall be the end post for the farm fence if applicable.

Gates shall be two (2) inch diameter heavy-duty pipe gates. Double gates may be installed at some entrances to allow access. Provide a lockable latch which includes protection for the lock. All hardware and/or accessories necessary for installation of gates shall be part of the gate bid price. Gates will be installed at locations as shown on the work directive.

Payment shall be made at the completion of installation and acceptance by the DEP.

**Farm Fence**

This item shall consist of providing all necessary material, equipment, and personnel needed to provide and install fence at the locations shown on the plans and/or as directed by the DEP on site representative.

Unless otherwise indicated, the ASAE Specifications for Farm Fence Construction shall apply. (ASAE EP250.2 DEC01). Exceptions to the specifications are listed below:

1. Woven wire fence fabric shall be used (10-47-6-11).
2. One strand of barbed wire shall be placed 3 inches above the top strand of the woven wire.
3. Use gate specifications for placing gates in fence line.
4. Line posts shall be placed a 10 feet with a maximum distance of 15 feet in rocky soil conditions.
5. Some fence curvature is anticipated.
6. Line posts shall have a minimum length of 7 ½ feet.
7. Posts may be driven, tamped, or set in concrete as necessary.

**Materials**

Woven wire fabric shall conform to the current American Society for Testing and Materials ASTM A116, Specifications for Zinc-Coated (Galvanized) Iron or Steel Farm-Field and Railroad Right-of-Way Wire Fencing. The wire shall be coated with Class-1 zinc coating.



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VENDOR:

Barbed wire shall be composed of two main strands of two main strands of number 15 ½ gage wire with 16 gage round barbs. If four-point barbed wire is specified, barbs shall be spaced on approximately 5-in. centers. Barbed wire shall conform to the requirements of the current ASTM A121.

Smooth wire for braces shall be galvanized 0.40 oz per sq ft or aluminum-coated 0.34 oz per sq ft No 9 gage steel wire, minimum tensile strength 45,000 psi.

Wire ties, clamps and staples shall be coated equivalent to fence or barbed wire specified. Staples shall be 9-gage, and 1 in. long for use in dense hardwoods and 1.5 in long for use in preservative-treated softwoods.

Nails, bolts, and other fence hardware shall be hot-dipped galvanized as per ASTM A153, Specifications for Zinc Coating (Hot Dip) on Iron and Steel Hardware.

Wood posts and braces shall be pressure-preservative treated according to Federal Specification TT-W-571, Wood Preservation: Treating Practices, latest revision and may be round or square. Decay-resistant species may be used untreated if specified. Minimum normal size and lengths shall be as follows, or as specified in the plans.

Wood corner and end posts shall be a minimum 6 in. top diameter or square and 8 ft. length.

Wood brace posts shall be a minimum 6 in. top diameter or square and 8 ft length.

Wood line posts shall be a minimum 3 in top diameter or square, a minimum 7.5 ft length, and shall be set a minimum 3 ft. deep. Post spacing shall be as specified on the plans. Posts pointed for driving shall be shaped before preservative treatment.

### Assemblies

Corner assemblies are constructed as two end assemblies with a single end post.

Horizontal brace assemblies shall have the end or corner, and brace, posts set a minimum of 3.0 ft. deep. Brace posts shall be spaced to accommodate 8 ft. long brace. Horizontal braces shall be mounted 12 in below the top of the end post.

Wire braces shall be four strands of 9 gage steel wire positively fastened 4 in below the top of the post and 4 in above grade. They shall be tightened (twisted) with a 0.75 X 1 in wood slat or 0.38 in diameter steel rod until the entire assembly is rigid. Slat or rods shall be left in position.

Diagonal brace assemblies recommended in soft soils, shall have the end or corner, and brace, posts set a minimum of 3.0 ft deep. Brace posts shall be spaced to accommodate 8 ft long brace. Fencing is stretched from the first brace post. Ends are filled in after wire is attached.

Pull-post assemblies shall be placed a maximum of 40 rods apart in straight runs and at the top and bottom (ridge and valley) of appreciable slope changes. Construction will follow the specifications. Smooth wire braces shall be placed as in details.

### Installation

One barbed wire shall be first stretched at the bottom to determine alignment of line posts and shall be temporarily fastened to end posts. This barbed wire may be left at the bottom when needed.

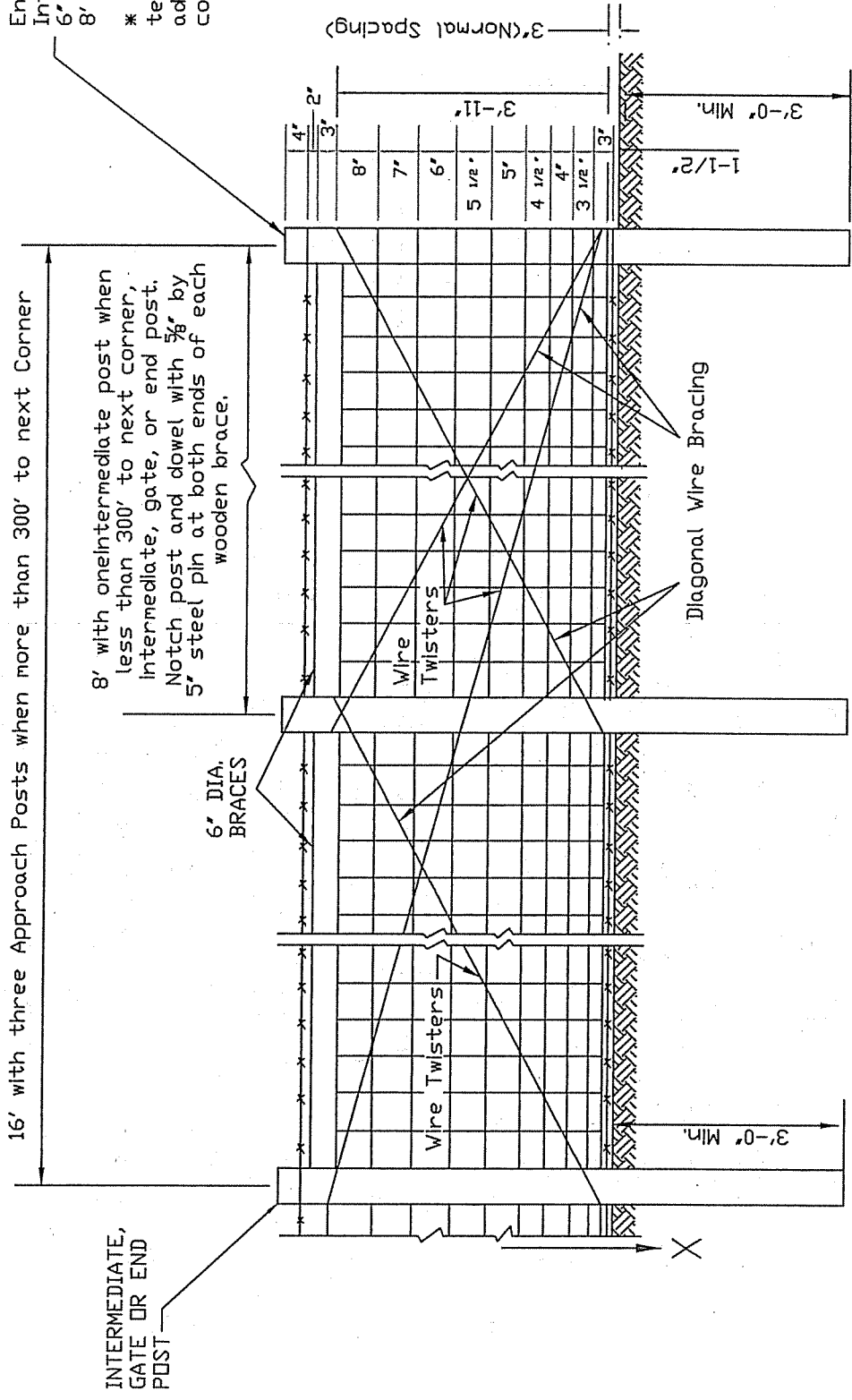
The fence shall be attached to one end (or corner) post and the fence stretchers attached to the opposite end (corner post) post (or pull-post assembly). The fence at the stretcher end is then attached directly to the pull-post corner or end. The fence or stretchers shall be attached to the first brace post in the assembly. Its design provides for maximum strain taken at this point. A slack span of fence fabric is used between the end (or corner) post and the first brace post after stretching is completed.

With the pull-post assembly the fence fabric shall be extended past the first post and attached to the middle post. The wires shall be cut and wrapped around the post. The tension for stretching the woven-wire fence shall be applied at two points on the clamp bar for all fences over 32 in. high by using stretchers designed and manufactured for that purpose. Stretchers shall be so designed that tension can be applied to both ends of the bar at the same time. All splices in the fabric shall be securely made, with a Western Union splice or commercial splicing device approved by the engineer. The tension for stretching the barbed wire shall be applied by use of single-wire stretchers designed and manufactured for that purpose, and in accordance with the manufacture's recommendations.

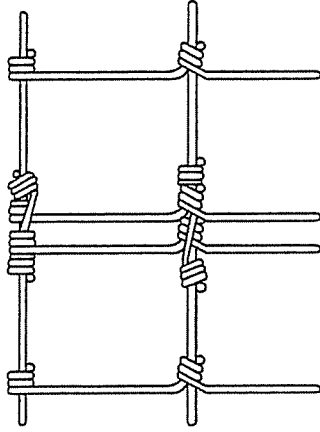
FARM FENCE

End, Corner or Intermediate Posts  
 6" Min. Dia.,  
 8' Min. Length  
 \* Applies on level terrain. May be adjusted for sloped construction.

16' with three Approach Posts when more than 300' to next Corner  
 8' with one intermediate post when less than 300' to next corner, intermediate, gate, or end post.  
 Notch post and dowel with 5/8" by 5" steel pin at both ends of each wooden brace.



FARM FENCE



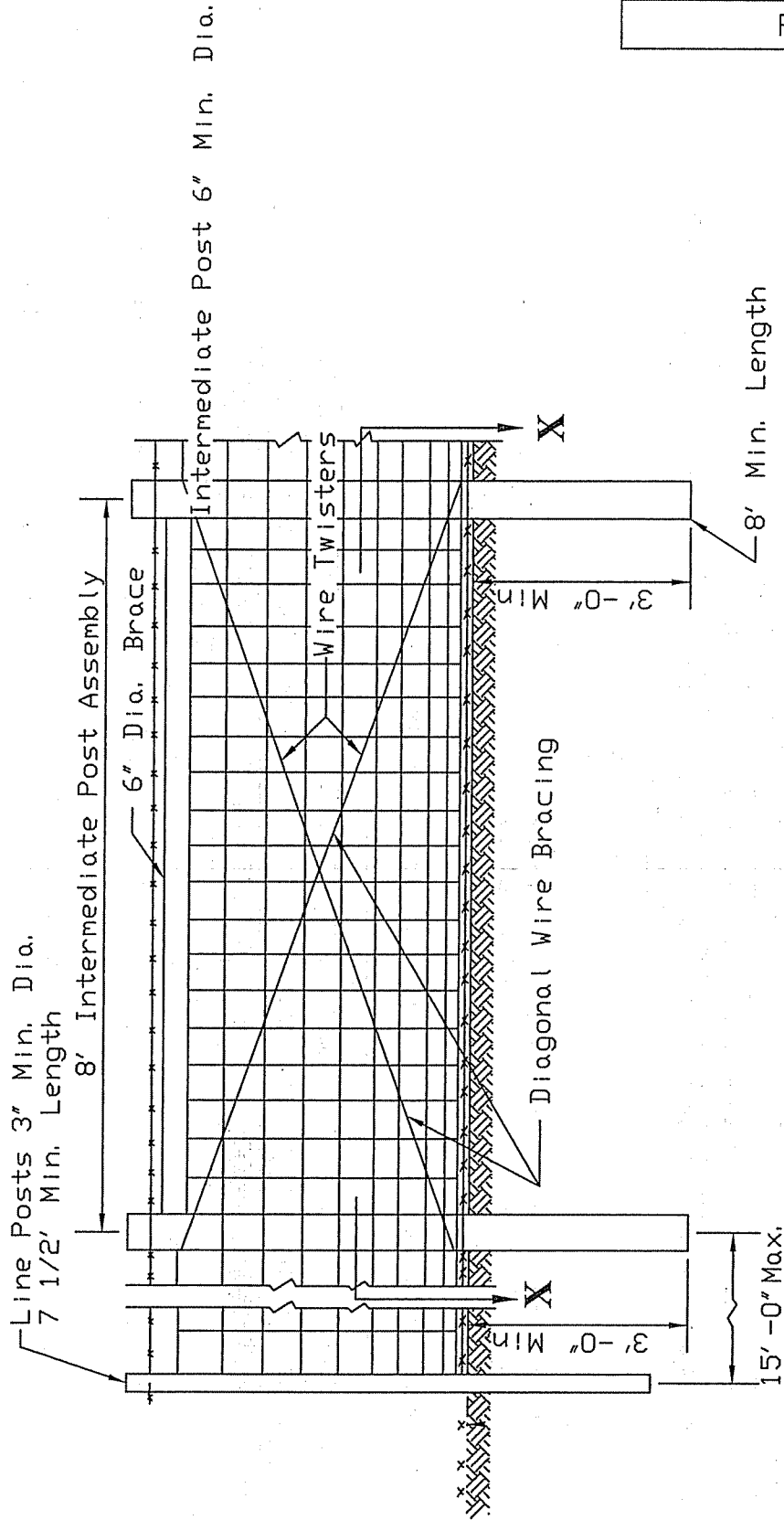
Note: Type Fw-4-5 Nicopress Oval Sleeve Wire Splices, or other equal sleeve splices approved by the Engineer, may be used in lieu of the above wrapped wire splices.

TYPICAL WIRE FENCE SPLICE

NOTES:

- Posts and braces may be either round or square shaped. Dimensions shown on the Plans are for round posts and braces only. When square posts are used, line posts shall be 3" square (min.) braces 6" square (min.) corner, end, pull, gate, approach, and intermediate posts 6" square (min.).
- The positioning of the fence fabric and barbed wire on the posts, as shown on the "Typical Fence Section" detail, applies for level and gentle sloping terrain. For fence erected on slopes, the positioning may be adjusted to meet the slope conditions as long as the adjustment is continued from post to post in a uniform manner.
- Trenching on slopes may be warranted. On slopes, posts will continue to be erected vertically, unless otherwise directed, and the ends of the fencing fabric shall be cut on a skew as may be necessary for proper connection to the posts.
- Dumped rock channel protection will be used at channel crossings when called for on the plans.
- Install drainage structure terminal installations as called for on the plans and/or as shown on typical fence details.
- Unless otherwise specified, or directed by the Engineer, the farm field fence may be installed with the fence fabric and barbed wire positioned on either side of the fence.
- Hardware and miscellaneous fittings, not specifically designated herein as to type or dimensions, shall conform to the applicable requirements of WDDH Section. 608 of the Specifications and shall be of good quality commercial design acceptable to the Director or Representative.
- In lieu of the barbed wire detailed herein, the following additional types are acceptable, provided they retain the "4-point barb at 5-inch centers" requirement and provided they meet or exceed the strength and coating requirements for the standard, 15-1/2 gage, barbed wire as called for in 712.10 of the WDDH Specifications:
  - (a) stranded, 15-1/2 gage, high carbon steel barbed wire.
  - (b) one-strand, 12 gage, steel barbed wire.

FARM FENCE



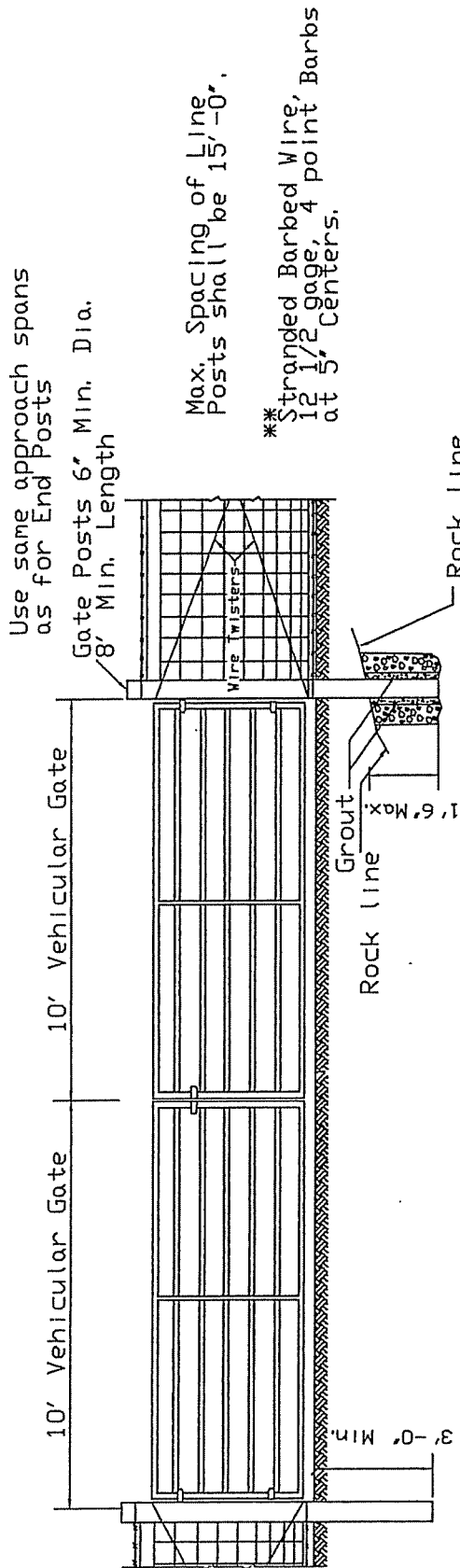
Not Less Than 3 Twists Tightly Wrapped



VIEW X - X

(Connection of Fencing Fabric to Intermediate Assembly Posts)

FARM FENCE



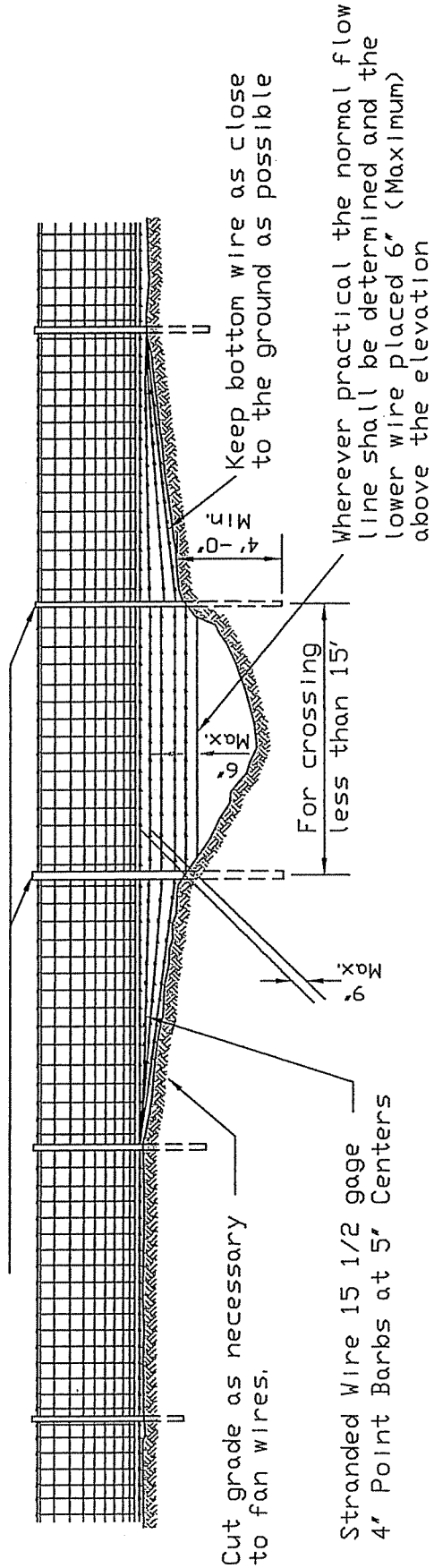
Use same approach spans as for End Posts

Max. Spacing of Line Posts shall be 15'-0".

\*\* Stranded Barbed Wire, 12 1/2 gage, 4 point Barbs at 5' Centers.

When a portion of any post falls in rock, that portion shall be grouted in place as shown above.

Line Posts: 3" Min. Dia. up to and including heights 6.5' above ground line.



Cut grade as necessary to fan wires.

Stranded Wire 15 1/2 gage 4' Point Barbs at 5' Centers

Keep bottom wire as close to the ground as possible

Wherever practical the normal flow line shall be determined and the lower wire placed 6" (Maximum) above the elevation

DETAIL SHOWING TYPICAL SECTION AT MINOR DEPRESSIONS AND WET WEATHER CROSSINGS

Agency Purchasing  
REQ.P.O#DEP13578  
Bond # 5905

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, McCourt & Son Construction, Inc.

of 2790 Centralia Rd., Sutton, WV 26601, as Principal, and Companion Property and Casualty

Insurance Company of 7512 Slate Ridge Blvd. Reynoldsburg, OH 43068, 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 Two Hundred Fifty and No/100 Dollars (\$ 250.00) 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 DEP 13578 - Open End Contract, Fence &/or Gates OSR North

**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

22nd day of August, 2007.

Principal Corporate Seal

McCourt & Son Construction, Inc.  
(Name of Principal)

By *Tommy McCourt*  
(Must be President or Vice President)

President  
(Title)

Surety Corporate Seal

Companion Property and Casualty Insurance Company  
(Name of Surety)

*ACW*

Attorney-in-Fact  
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 24<sup>th</sup> 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.

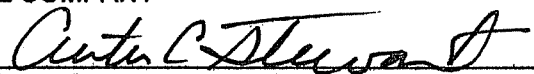
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney certificate bearing such facsimile signatures or facsimile seal shall be valid and binding 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 22<sup>nd</sup> day of December 2006.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

By:

  
Charles M. Potok, President

  
Curtis C. Stewart, Vice President & CFO

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

On this 22<sup>nd</sup> day of December, 2006, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and the President & CEO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know 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 they signed their names thereto pursuant to due authorization.

Notary Public, State of SC, Qualified in Richland County Commission Expires: 7/16/14

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

I, the undersigned, an Officer of COMPANION PROPERTY AND 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 22<sup>nd</sup> day of August, 2007

  
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, 2008, 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, 2007.

  
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**

<u>Assets</u>		<u>Liabilities</u>
Bonds:	\$ 209,225,230	Reserve for:
Stocks:	8,841,531	a) Losses & LAE:
Cash & Short-term Investments:	46,011,217	b) Unearned Premiums:
Agents Balances or Uncollected		c) Expenses, Taxes, Licenses & Fees:
Reinsured Companies	62,466,033	Payables to Parents, Subsidiaries & Affiliates:
Amounts Recoverable From Reinsurers	2,125,335	Other Liabilities:
Other Assets:	28,143,570	
		<b>Total Liabilities:</b>
		\$ 268,319,376

<b>Total Admitted Assets:</b>	<u>\$ 356,812,916</u>	<b>Total Liabilities &amp; Policyholder Surplus:</b>	<u>\$ 356,812,916</u>
		Policyholder Surplus	
		Capital Stock:	\$ 4,200,000
		Surplus:	84,293,540
		<b>Total Policyholder Surplus:</b>	\$ 88,493,540

**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 that: 1) state law may differ; or 2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.

Charles M. Potok, President

Curtis G. Stewart, VP & CFO

Notarized: State of South Carolina  
County of Richland

On the 26th day of April, 2006 before me came the above named officers of Companion Property and Casualty Insurance Company being 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.

Notary Public

My Commission expires: 25 May 2015



STATE OF WEST VIRGINIA  
Purchasing Division

023

**PURCHASING 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.

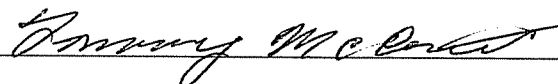
**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into 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](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 & Son Construction, Inc.

Authorized Signature:  Date: 08/22/2007