



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
 DEP14139

PAGE
 1

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

S U T T O N

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

SUTTON WV 26601

S H I P T O

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
09/20/2007				

BID OPENING DATE: 10/04/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$262,273.50
ADDENDUM NO. 1 ADDENDUM ISSUED FOR THE BORGMAN REFUSE & PORTALS PROJECT AS A RESULT OF THE 09/13/07 PRE-BID MEETING. ADDENDUM INCLUDES THE PRE-BID SIGN-IN SHEET, THE VENDOR QUESTIONS AND AGENCY ANSWERS, AS WELL AS A REVISION OF THE SCOPE OF WORK RESULTING IN A REVISED BID SHEET, PER THE ATTACHED. BID OPENING DATE HAS BEEN EXTENDED FROM 09/26/07 TO 10/04/2007. BID OPENING TIME REMAINS 1:30 PM. PLEASE CAREFULLY REVIEW THE ATTACHED. NO OTHER CHANGES						
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James McQuinn</i>	TELEPHONE 304-765-5288	DATE 10/04/2007
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'

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14139 Bid Date: 9/26/07
Project: BORGMAN REFUSE Pre-Bid Date: 9/13/07

Name : NANCY SOMERS
Company: MIDWAY RECLAMATION LLC
Address: P.O. BOX 308
WEST MILFORD, WV 26451
Phone #: 304 745-3652
Fax #: 304 745-3653
Email :

Name : Lowell Bias
Company: Gk. Stone & Son Inc
Address: 24 First St.
Hamlin WV 25523
Phone#: 304 824-3800
Fax #: 304 824-3848
Email : GStoneandson@comcast.net

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN COMPANY
Address: 511 50th STREET
Charleston WV
25304
Phone #: 304 925 0253
Fax #: 304 925 4043
Email : Jody Mayer AOL Com

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION INC
Address: P.O. BOX 218
KRAMA, WV 25248
Phone#: (304) 372-4378
Fax #: (304) 372-4378
Email : NDAL

Name : Robert Barnes
Company: BARNES EXL. INC.
Address: P.O. BOX 13384
Sissonville WVA 25360
Phone #: 304-984-1725
Fax #: 304-984-0074
Email :

Name : Green River Group
Company: 532 Ashbrook Square
Address: Morgantown WV 26508
Phone#: 305-535-4450 288-1817
Fax #:
Email :

Name : Gary Ling
Company: McCurt & Son Const
Address: 2790 Centralia Rd
Sutton WV 26601
Phone #: 304 765-5288
Fax #: 304 765-5293
mail :

Name : Kevin Bradford
Company: Pineville Paving & Excavations Inc
Address: P.O. Box 1290
Pineville WV 24874
Phone#: 304-732-8303
Fax #: 304-732-7855
Email : KDBPPI@AOL.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

002

1 of 3

RFQ # : 14139 Bid Date: 9/26/07
 Project: BORGMAN REFUSE Pre-Bid Date: 9/13/07

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 Company: MIDWAY RECLAMATION LLC
 Address: P.O. BOX 308
WEST MILFORD, WV 26451

Phone #: 304 745-3652
 Fax #: 304 745-3653
 Email : _____

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN COMPANY
 Address: 511 SOUTH STREET
Charleston WV
25304

Phone #: 304 925 0253
 Fax #: 304 925 4043
 Email : Jody Mayer AOL Com

Name : Robert Barnes
 Company: BARNES EXL. INC.
 Address: P.O. BOX 13384
Sissonville WV 25360

Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email : _____

Name : GARY LONG
 Company: McCurt & Son Coast
 Address: 2790 Centralia Rd
Sutton WV 26601

Phone #: 304 765-5288
 Fax #: 304 765-5293
 mail : _____

Name : Lowell Bias
 Company: GL Stone & Son Inc
 Address: 24 First St.
Hamlin WV 25523

Phone#: 304 824-3800
 Fax #: 304 824-3848
 Email : Glstoneandsin@earthlink.net

Name : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC
 Address: P.O. BOX 218
KRAMA, WV 25248

Phone#: (304) 372-4378
 Fax #: (304) 372-4378
 Email : NOVAE

Name : Green River Group
 Company: 532 Oakbrook Square
 Address: Morgantown WV 26508

Phone#: 305-534-4450 ^{Stone} 288-1817
 Fax #: _____
 Email : _____

Name : Kevin Bradford
 Company: Pineville Paving & Excavating Inc
 Address: P.O. Box 1290
Pineville WV 24874

Phone#: 304-732-8303
 Fax #: 304-732-7855
 Email : KDBPPE@AOL.COM

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

30F3

004

RFQ # : 14139
Project: BORGMAN REFUSE

Bid Date: 9.26.07
Pre-Bid Date: 9.13.07

Name : Roger Smithson
Company: Cowgirl Up INC
Address: Simpson WV 26435

Name : John Skamorz
Company: Mt Haus Properties
Address: 305 39th St
Charleston, WV
25304

Phone #: 304-739-4397
Fax #: 304-739-4397
Email :

Phone#: 925-4834
Fax #: 925-4032
Email :

Name : Roger Hull
Company: Hull's Contracting Inc.
Address: Rt 10 Box 85
Buckhannon, WV 26201

Name :
Company:
Address:

Phone #: 304-472-6408
Fax #: 304-473-1722
Email :

Phone# :
Fax # :
Email :

Name : Jay P Wardwell
Company: Eastern Arrow
Address: Box 4108
25634

Name :
Company:
Address:

Phone #: 414 0255
Fax #: 414 0256
Email : Easternarrow@hotmail.com

Phone# :
Fax # :
Email :

Name : Doug Vincent
Company: Breakaway Inc.
Address: 1075 Old Turnpike Rd
Sutton, WV 26601

Name :
Company:
Address:

Phone #: 765-5317
Fax #: 765-5389
Email : breakaway-inc@verizon.net

Phone# :
Fax # :
Email :

005

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14139
Borgman Refuse & Portals Project**

The following questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

- 1.) **Q.** Do you know what the pH of the mine drainage discharge from the mine openings proposed for wet mine seal installation is?
A. Water sampling conducted in 2003 indicated that the field pH of the drainage from portals on Sites 2 and 3 ranged from a low of 2.45 to a high of 2.72.

- 2.) **Q.** Where is the soil material for covering the exposed refuse intended to be obtained.
A. There are potential soil borrow sites within the Construction Work Limits identified on the Plans. In addition, material for soil cover may be obtained from excavation involved with the construction of diversion ditches and/or underdrains.

- 3.) **Q.** Is the quantity of CYs of "Unclassified Excavation" broken down per site in the calculations?
A. Yes, and that information can be retrieved and provided to the bidder who is awarded the contract upon request. The cut and fill quantities balance for each individual site.

- 4.) **Q.** Do any of the borings shown on the Plans need to be reclaimed?
A. There are four piezometers associated with the wet mine seal installation that have been left for the Contractor's use during dewatering operations that will require abandonment. The specific borings that have piezometers are identified in the bore logs.

- 5.) **Q.** Is there language in the Specifications addressing reclaiming of the bore holes?
A. The monitoring wells shall be removed by a person who has been certified by the State of WV in accordance with 47CSR59 "Monitoring Well Regulations". Payment for this work shall be considered incidental to the unit price bid for "Wet Mine Seals" for the particular mine opening that has a piezometer associated with it. Furthermore, payment for reclaiming the abandoned well identified on Site 1 and the sink hole on Site 1 shall also be considered incidental to payment for Wet Mine Seal installation.

- 6.) **Q.** Do you want all of the bore holes identified in the bore logs closed?
A. Only the boreholes identified as monitoring wells require a specific closure technique. Any of the other bore holes still remaining open may be excavated or otherwise removed or plugged.

- 7.) **Q.** Do you want the areas identified for clearing and grubbing clear cut or do you want the Contractor to clear around; i.e., save, certain trees?
A. The areas to be cleared are those within the limits shown on the Plans for disturbance. Clearing is required to be within these limits. The Contractor is not required to clear the entire site within these limits. There are no specific trees in the project area that have been designated to remain. However, the Contractor should only clear as much area on each site as is necessary to complete the work on that site.

Addendum #1 – Questions & Answers
Borgman Refuse & Portals – DEP 14139
Page Two

- 8.) **Q.** How are the stumps from the clearing and grubbing operation to be handled?
 - A.** The stumps are to be burned in accordance with the conditions set forth by the required burning permits or otherwise disposed of in a waste area in accordance with the Special Provisions of the Specifications.

Borman Refuse & Portals
Scope of Work Revisions
Addendum No. 1
09/20/2007

007

The following information identifies revisions to the scope of work for this project.

A farm gate meeting the specifications provided herein shall be installed near the entrance to Site #3, as directed by the Engineer, in order to limit access to the site after completion of the reclamation activities at the site.

The gate shall be a factory painted, 12' x 4' tubular steel gate with tube braces. The gate frame shall be constructed of 2", 16ga tubing.

The gate shall be equipped with an engineer approved chain, suitable locking device, and satisfactory provisions for padlocking. The chain shall be attached to the gate to prevent theft. Three two inch hinge clamps shall be attached to the gate.

Three 1' X 3/4" threaded gate hinge bolts shall be attached to one of the gate posts. The bolts shall extend completely through the gate post and shall be attached with nuts and washers on both sides. Hinges shall be pivot type with bearing surfaces capable of being clamped to the gate tubing. The bolts shall be arranged so that the gate cannot be lifted from its hinges. The gate shall be of the full 180° open swing type.

Posts for the gate shall be 8' X 6" X 6" treated wooden posts. The gate posts shall extend 24 to 36 inches into the existing ground.

This project shall be bid in accordance with the attached revised Bid Schedule.

BORGMAN REFUSE & PORTALS PROJECT

Requisition # **DEP14139**

REVISED Per Addendum #1 Contractor's Bid Sheet

008

Vendors Name: McCourt & Son Construction, Inc.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	L.S.	Mobilization & Demobilization (not to exceed 10% of the total amount bid)		\$ 16,000.00
2.0	L.S.	Construction Layout Stakes (not to exceed 5% of the total amount bid)		\$ 9,500.00
3.0	L.S.	Quality Control (not to exceed 3% of the total amount bid)		\$ 3,500.00
4.0	L.S.	Site Preparation (not to exceed 10% of the total amount bid)		\$ 18,000.00
5.0	3,275 LF	Sediment Control	5.00 LF	\$ 16,375.00
6.0	17 AC	Revegetation	1750.00 AC	\$ 29,750.00
7.1	1,710 LF	Rip Rap Lined Channel	24.30 LF	\$ 41,553.00
7.2	310 LF	Grass Lined Channel	5.00 LF	\$ 1,550.00
7.3	40 LF	36-Inch HDPE Pipe Culvert	50.00 LF	\$ 2,000.00
7.4	1 EA	Ford Crossing	3,000.00 EA	\$ 3,000.00
8.0	17,000 CY	Unclassified Excavation	1.00 CY	\$ 17,000.00
9.1	9 EA	Wet Mine Seals	6,500.00 EA	\$ 58,500.00
9.2	735 LF	12-Inch SDR35 PVC Conveyance Pipe	22.90 LF	\$ 16,831.50
9.3	50 Bags	Soda Ash Briquettes	15.00 BAG	\$ 750.00
11.0	530 LF	Underdrain	51.30 LF	\$ 27,189.00
12.0	1 EA	Gate	775.00 EA	\$ 775.00
TOTAL				\$ 262,273.50



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2790 CENTRALIA ROAD

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**ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
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 601 57TH STREET SE
 CHARLESTON, WV
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DATE PRINTED 08/23/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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0001	1	JB		962-73		\$262,273.50
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WEST VIRGINIA 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 "BORGMAN REFUSE & PORTALS" PROJECT, LOCATED NEAR KINGWOOD, WV, (PRESTON CO.) A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 09/13/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. DIRECTIONS TO PREBID: FROM KINGWOOD, TRAVEL WEST ON RT 7 TO RT 92/4. TURN LEFT AND PROCEED APPROXIMATELY 3/4 MILE. SITE IS ON LEFT. OR FROM RT 92 TRAVEL TO BROWNS MILLS. TURN ON RT 92/4. PROCEED APPROXIMATELY 4 MILES. SITE IS ON RIGHT. 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 \$15.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED. EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Johnny McP...</i>	TELEPHONE 304-765-5288	DATE 10/04/2007
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'



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<p>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 THE BID AND CONTRACT HEREIN.</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 PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, 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> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL</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 OR PHONE 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. BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: McCourt & Son Construction, Inc.....</p> <p>CONTRACTORS LICENSE #: WV001913.....</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 & 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>						

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<p>(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.</p> <p>(2) GUARANTEE AND MAINTENANCE: (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED 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 ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE. (B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN 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 AT ITS EXPENSE. (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT. (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS</p>						

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CONTAINED HEREIN.						
(3) TERMINATION:						
(1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.						
(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO:						
(A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE.						
(B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.						
(5) TECHNICAL SPECIFICATIONS:						
ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BORGMAN REFUSE & PORTALS" PROJECT.						
PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 17 DRAWINGS AS PREPARED BY MICHAEL BAKER, JR., INC.						
(6) PAYMENTS AND COMPLETION:						
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						

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 Charleston, WV 25305-0130

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RFQ NUMBER
DEP14139

PAGE
7

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
 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
08/23/2007				

BID OPENING DATE: **09/26/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>APPLICATION FOR PAYMENT.</p> <p>(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 WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>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,</p> <p>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 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

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<p>THAN THE LOWEST BID FOR 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>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT</p>						

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CHUCK BOWMAN
304-558-2157

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

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DEPARTMENT OF
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601 57TH STREET SE
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/26/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:DEP14139</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <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 NO.'S:</p> <p>NO. 1 .XX....</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 BIDS.</p> <p><i>J. Murray McCreant</i> SIGNATURE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>J. Murray McCreant</i>	TELEPHONE 304-765-5288	DATE 10/04/2007
TITLE President	FEN 55-062-4840	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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

PROPERTY

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

SUTTON WV 26601

SHIP TO

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-765-5293 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Tommy H. McCourt, President -----</p>						
***** THIS IS THE END OF RFQ DEP14139 *****						<u>\$262,273.50</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tommy H. McCourt</i>	TELEPHONE 304-765-5288	DATE 10/04/2007
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'

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.

Part A: General Information

Contractor Name McCourt & Son Construction Tax Payer ID No. 55-062-4840
Address: 2970 Centralia Road
City: Sutton State: WV Zip Code: 26601 Phone: 304-765-5288
Fax No.: 304-765-5293 E-mail address: mccourtandson@wirefire.com

Part B: Legal Structure

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 McCourt, have the express authority to certify that:
(print name)

Information on the attached Entity OFT from AVS is accurate, complete, and up-to-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.

10/04/2007
Date

 President
Signature Title

IMPORTANT!
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.

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

Entity ID	Name	Desc Code	Begin Date	End Date	Pct. Hold Own.	Hold Code
139789	MCCOURT, TOMMY H	PRS	14-Feb-1982			
139789	MCCOURT, TOMMY H	SH	14-Feb-1982		50%	
139790	MCCOURT, LYDIA	SEC	14-Feb-1996			
139790	MCCOURT, LYDIA	TRS	14-Feb-1996			
139790	MCCOURT, LYDIA	SH	14-Feb-1996		50%	
139791	MCCOURT, JAMES C	VP	14-Feb-1996			

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 and Casualty
Insurance Company of 18051 Jefferson Park RD #104 Middleburg ^{Hts OH 44130} 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 Nineteen Thousand Two (\$ 19,250.00) for the payment of which,
Hundred Fifty and no/100 Dollars 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
DEP14139 Borgman Refuse & Portals Preston Co. Kingwood, 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
26th day of September, 20 07.

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 and Casualty Insurance Company
(Name of Surety)

[Signature]

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)**.

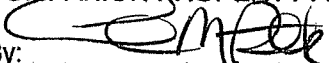
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 24th day of December 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 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 22nd 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

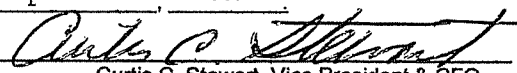
On this 22nd day of December, 2006, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and the President & CEO of COMPANION PROPERTY 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 26th day of September, 2007


Curtis C. Stewart, Vice President & CFO

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

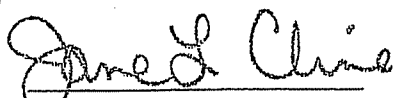
Whereas, **COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY** domiciled in the State of South Carolina has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

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 31st 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 1st 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:	\$ 159,613,743
Cash & Short-term Investments:	46,011,217	b) Unearned Premiums:	70,788,900
Agents Balances or Uncollected		c) Expenses, Taxes, Licenses & Fees:	22,108,826
Reinsured Companies		Payables to Parents, Subsidiaries & Affiliates:	5,305,930
Amounts Recoverable From Reinsurers	62,466,033	Other Liabilities:	10,501,977
Other Assets:	28,143,570	Total Liabilities:	\$ 268,319,376

Total Admitted Assets:	\$ 356,812,916	Total Liabilities & Policyholder Surplus:	\$ 356,812,916
		Capital Stock:	\$ 4,200,000
		Surplus:	84,293,540
		Total Policyholder Surplus:	\$ 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 therefrom 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. Potoik, President

Curtis C. 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 as 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.

William R. Morton, Jr.
Notary Public

My Commission expires: 25 MAY 2015



STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

019

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 owed 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.

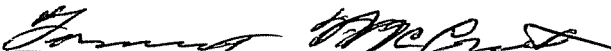
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a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

Authorized Signature:  Date: 10/04/2007