



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  
**DEP14145**

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
11/29/2007				

BID OPENING DATE: **01/16/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$208,832.00
<p><b>RECLAMATION: RESTORATION OF LAND</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF WEST VIRGINIA ENERGY, INC., NOW UNDER REVOKED PERMIT NUMBER(S) S-1012-87 &amp; S-20-83. THIS SITE CONSISTS OF APPROXIMATELY 26 ACRES AND IS LOCATED NEAR CLEARVIEW, WV, IN BROOKE AND OHIO COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 12/19/2007 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: FROM WHEELING, TRAVEL NORTH ON ROUTE 2. FOLLOW AIRPORT SIGNS. TURN EAST ONTO STATE RT. 1. TURN LEFT ONTO COUNTY RT 2/2. TURN RIGHT INTO THE AIRPORT PARKING LOT FOR ACCESS TO SITE 1.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <i>Donna McCourt</i>	TELEPHONE: 304-765-5288	DATE: 01/23/2008
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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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING.						
EXHIBIT 5						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						
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.						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BROOKE & OHIO COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.						
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.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						
(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF						

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				<p>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 FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN TH STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS</p>		

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<p>LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE 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:      <b>McCourt &amp; Son Construction, Inc.</b>            CONTRACTORS NAME - .....</p> <p>CONTRACTORS LICENSE NO. -      <b>WV001913</b> .....</p> <p>THE SUCCESSFUL BIDDER IS REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;"><b>APPLICABLE LAW</b></p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>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>						

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<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 IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, O PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL</p>						

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<p><b>PRODUCTS IF:</b></p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>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 ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>						

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<p>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>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING</p>						

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<p><b>CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</b></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. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT 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>DEP14145</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>						

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ADDENDUM NOS.:						
NO. 1		X				
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
 .....SIGNATURE McCourt & Son Construction, Inc. ....COMPANY 01/23/2008 .....DATE						
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: CB-23						
REQ. NO.: DEP14145						
BID OPENING DATE: 01/16/2008						
BID OPENING TIME: 1:30 P.M.						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
304-765-5293						
-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
Tommy McCourt						
-----						

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

RFQ NUMBER
DEP14145

PAGE
1

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

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

SUTTON WV 26601

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998      304-457-3219

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/08/2008				

BID OPENING DATE: 01/23/2008      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE WV ENERGY, INC. RECLAMATION PROJECT IN BROOKE & OHIO COUNTIES, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET FROM THE 12/19/07 MEETING AND THE QUESTIONS/ANSWERS RESULTING FROM THAT MANDATORY CONFERENCE.						
BID DATE AND OPENING TIME HAS BEEN EXTENDED TO 01/23/08 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		208,832. <sup>00</sup>
RECLAMATION: RESTORATION OF LAND						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
President	304-765-5288	01/23/2008
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	55-062-4840	

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

**Addendum #1 - Questions During Pre-Bid Meeting  
For DEP 14145  
WV Energy Permit # S-20-83  
and Permit # S-1012-87**

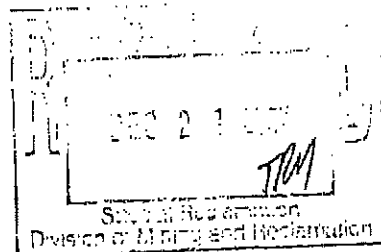
- 1.) Q. Who is the Director? (in reference to the statement read for the Bid Schedule items)  
A. Purchasing Administration Director
- 2.) Q. Is the 5% maximum bid amount on bid item #1 for this permit or both permits?  
A. This permit (S-1012-87)

**Permit S-20-83**

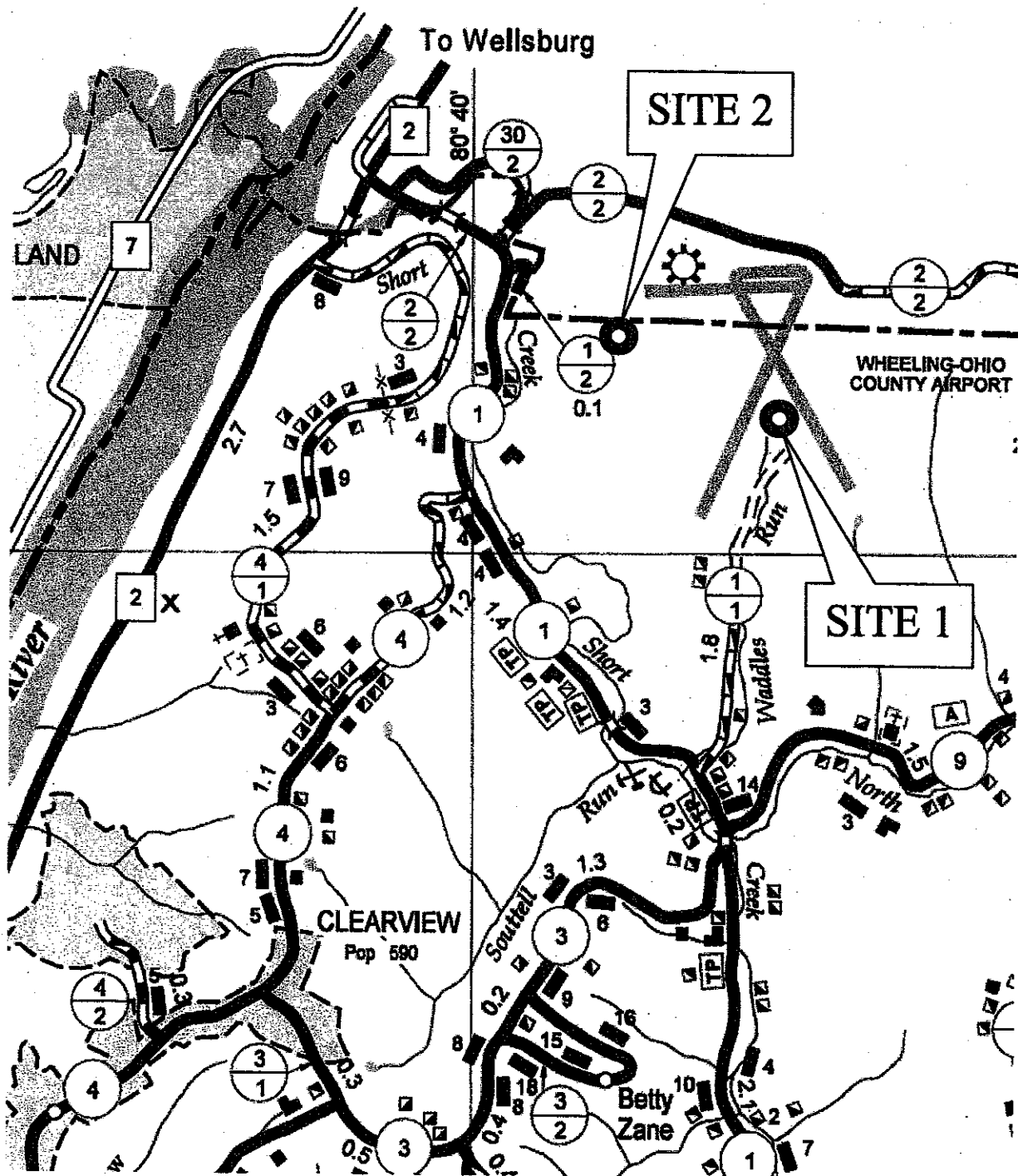
- 3.) Q. What is the culvert invert elevation?  
A. Install the culvert low enough to regrade pond site and maintain positive drainage toward the culvert. The culvert must also be installed low enough to fit under security fence.
- 4.) Q. Will there be work on the outside of the security fence area?  
A. Yes, a riprap ditch will need to be installed from the new culvert to tie into the existing drainage.
- 5.) Q. Can the security fence be taken down?  
A. No, security for the airport must be maintained at all times, unless other arrangements are made with the Airport Manager- Mr. Tom Tominack.
- 6.) Q. Can we come back later to access this site (inside the airport security fence)?  
A. You must talk to the Airport Manager- Mr. Tom Tominack.

**Permit S-1012-87**

- 7.) Q. Will the ditch be eliminated from the pond to the woodline at Pond #2?  
A. Yes.
- 8.) Q. Will Pond #2 embankment be breached, or will the entire embankment be regraded?  
A. Regrade entire embankment to obtain positive drainage.
- 9.) Q. Will Pond #4 have a riprap ditch installed after regrading?  
A. Yes, a riprap ditch will be installed to control surface runoff and prevent erosion.
- 10.) Q. Can we use silt fence instead of haybales for sediment control?  
A. No, the specifications call for the use of hay or straw bales.



# WV Energy, Inc., Permits S-1012-87 & S-20-83



From Wheeling travel North on Route 2. Follow Airport signs. Turn East onto State Route 1. Turn left onto County Route 2/2. Turn right into the airport parking lot for SITE 1.

## SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION/SPECIAL RECLAMATION

WV-36a

STATE OF WEST VIRGINIA

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VENDOR:

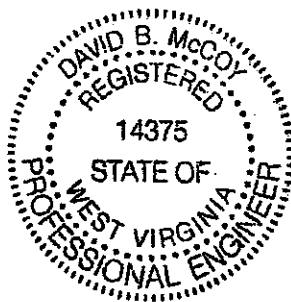
**SCOPE OF WORK**

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of West Virginia Energy Inc., Permits: S-20-83 & S-1012-87 and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management in the form as described in bid item # 10.0 & 14.0 & shall be installed (described locations).
3. Backfill is required for areas designated at the pre-bid meeting. Regrading and topsoiling is required for areas designated at the pre-bid meeting. Revegetation and soil improvements are required for all disturbed areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Pond and diversion ditch elimination.
5. Construct riprap ditches and install culvert with animal guard.
6. Vegetative enhancement with seed, lime, fertilizer, and mulch.
7. Airport security shall be maintained at all time during the elimination of any pond or ditch inside the airport security fence.
8. Any other site specific items required.

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



JBS  
11/6/07

*David B. McCoy*

Registered Professional Engineer WV No. 14375

Date: 10-25-07

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

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 VENDOR: McCourt & Son Construction, Inc.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: West Virginia Energy, Inc.</b>				
<b>PERMIT NUMBER(S): S-1012-87</b>				
<p>The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. Pursuant to Legislative Rule 148-CSR1, 6.4.2. The Director may accept or reject, in whole or in part, any bid when the Director feels it to be in the best interest of the State. If any bid is rejected, the Director shall place a written explanation in the purchase order file.</p>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>7800.<sup>00</sup></u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1000.<sup>00</sup></u>
3.0	<u>2000 LF</u>	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ <u>7.<sup>00</sup></u> PER LF	\$ <u>14,000.<sup>00</sup></u>
4.0	<u>150 TON</u>	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ <u>25.<sup>00</sup></u> PER TON	\$ <u>3750.<sup>00</sup></u>
5.0	<u>22.0 AC</u>	<u>REGRAIDING AND TOPSOILING</u>	\$ <u>3841.<sup>00</sup></u> PER ACRE	\$ <u>84,502.<sup>00</sup></u>
6.0	<u>REVEGETATION</u>			
6.1	<u>22.0 AC</u>	<u>AGRICULTURAL LIME</u>	\$ <u>175.<sup>00</sup></u> PER ACRE	\$ <u>3850.<sup>00</sup></u>
6.2	<u>22.0 AC</u>	<u>FERTILIZER</u>	\$ <u>200.<sup>00</sup></u> PER ACRE	\$ <u>4400.<sup>00</sup></u>
6.3	<u>22.0 AC</u>	<u>MULCH</u>	\$ <u>500.<sup>00</sup></u> PER ACRE	\$ <u>11,000.<sup>00</sup></u>
6.4	<u>22.0 AC</u>	<u>VEGETATIVE SPECIES</u>	\$ <u>450.<sup>00</sup></u> PER ACRE	\$ <u>9900.<sup>00</sup></u>
7.0	<u>600 LF</u>	<u>RIPRAP DITCH</u>	\$ <u>12.<sup>50</sup></u> PER LF	\$ <u>7500.<sup>00</sup></u>

**SPENDING UNIT**  
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
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 VENDOR: McCourt & Son Construction, Inc.

8.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
9.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ <u>7000.<sup>00</sup></u>
10.0	<u>3,900 LF</u>	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>3.<sup>00</sup></u> PER LF	\$ <u>11,700.<sup>00</sup></u>
<b>TOTAL PERMIT <u>S-1012-87</u></b>				\$ <u>166402.<sup>00</sup></u>



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VENDOR:

## **BID ITEM TECHNICAL SPECIFICATIONS**

### **1.0 MOBILIZATION/DEMobilIZATION/PROJECT SIGN** **PROJECT SIGN**

A project sign shall be obtained or manufactured and installed as indicated on the attached specifications and details. Payment for this sign shall be incidental to the mobilization item. No separate payment will be made.

#### **MOBILIZATION**

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site necessary to begin work on a substantial phase of the contract.

#### **DEMobilIZATION**

Prior to demobilization, an inspection shall be conducted by the Department of Environmental Protection and the contractor to insure compliance with contract performance. Once compliance is ascertained, demobilization activities can be initiated and completed. Demobilization shall be totally completed before the invoice for payment shall be processed.

#### **PAYMENT**

The lump sum bid for this item shall not exceed 5% of the total bid for this permit. Payment shall be made in two 50% amounts, one upon completion of the mobilization and project sign items and the second payment at the completion of demobilization. No deduction shall be made nor shall any increase be made in the lump sum item amount, regardless of decreases or increases in the final total contract amount or any other reason.

### **2.0 SPILL CONTAINMENT AREA (S.C.A.)**

Spill containment measures shall be used for fuel and lubricant storage areas. All containers, barrels, buckets, cans, etc., are to be legally disposed of off site. Used lubricants are to be disposed of according to state law to minimize pollution to the local surface and ground water supplies. Spills are the responsibility of the contractor and need immediate clean up and maintained at no expense to the State. This S.C.A. shall be constructed in accordance with the typical drawing specification. (See Attachment) Alternate containment measures will be considered for approval by the Program Manager if acceptable results can be shown. Fuel tanks manufactured with secondary containment are desirable. Minimum secondary containment is 110 percent. (Bid limited to \$1,000.00 maximum)

### **3.0 HAULROAD/ACCESS ROAD UPGRADE**

The contractor shall maintain and/or construct haulroad/access road(s) during the reclamation process to provide access on a well drained surface. Plan to upgrade the existing access road to the specifications and details as indicated in the Upgrade Access Road drawing. The access road on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. After placement of any incidental base stone (separate bid item), a three (3) inch layer of 1 ½ crusher run limestone shall be placed on the roadway. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item.

### **4.0 INCIDENTAL #1 STONE FOR ROAD UPGRADE**

During construction of culvert installations, roadway ditch improvements, and reshaping of the roadway, areas may need additional base layer stone. After any necessary re-compaction and re-grading work on roadways has been performed by the contractor, a six (6) inch layer of #1 limestone (3.5" to 1.5" size) shall be placed as needed. This stone shall be graded and tracked in with a dozer or other equipment to achieve a compacted base for the final top layer of 1 ½ inch crusher run limestone (separate bid item). Payment shall be paid per ton of stone applied by weight ticket and will be made at completion of all work and acceptance by DEP.

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### 5.0 REGRAIDING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material to support vegetation, as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner. This item shall include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Topsoil presently stockpiled on site shall be preserved and spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

### 6.0 REVEGETATION

The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the Department of Environmental Protection. Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the contractor, shall be revegetated by the contractor at no expense to DEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP Specialist. It shall be the vendor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation is established. The acreage quantities in this contract are for bidding purposes only.

A warranty period of one (1) year shall commence upon completion and payment of the revegetation item of the contract. No payment will be made for additional seeding necessary to comply with warranty requirements. The warranty period will be extended for one (1) year from the date of the last augmented seeding done by the contractor. The performance bond and labor and materials bond shall remain in effect throughout the warranty period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

Equipment for the retracking/scarification to eliminate rills and gullies shall be mobilized and utilized to produce slopes consistent with the regrading and topsoiling bid item prior to warranty reseeding. No additional payment will be made by DEP for this warranty work.

### 6.1 AGRICULTURAL LIME

Unless otherwise specified, all lime used shall be registered with the West Virginia Department of Agriculture, have an 85% minimum calcium carbonate equivalent, and meet the fineness classification no larger than that for ground lime. The following fineness classifications or combinations of lime are acceptable:

- Pulverized - 100% passing a U.S. Standard 20 mesh sieve
  - 70% passing a U.S. Standard 100 mesh sieve
- Ground - 90% passing a U.S. Standard 20 mesh sieve
  - 50% passing a U.S. Standard 60 mesh sieve

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- 35% passing a U.S. Standard 100 mesh sieve

Use of blends and low-grade agricultural liming materials shall require prior approval. Lime shall be spread as soon as possible after delivery to site. Lime shall be applied evenly and uniformly distributed over the treated area. Lime shall be thoroughly mixed into the soil material. Lime subjected to adverse conditions before spreading will be deemed unacceptable. Failure to complete this phase shall result in nonpayment of this bid item.

Lime shall be applied at 5 ton/acre.

### 6.2 FERTILIZER

Fertilizer rates given for REVEGETATION are for 1,000 lbs. of 10-20-20 per acre. These rates are minimum and for bidding purposes.

Fertilizer shall be applied evenly and uniformly distributed over the treated area. Common complete fertilizers which meet the minimum standards are acceptable.

### 6.3 MULCH

Acceptable mulch for this project is wood fiber, hay, or straw.

Mulch: Wood Fiber @ 1.0 ton/Acre

Hay or straw mulch may be substituted at a rate of 2 tons/Acre

### 6.4 VEGETATIVE SPECIES

Seeding rate required is for pure live seed (pls) in pounds per acre. The use of annuals or cover crops will not be considered for vegetative success.

#### NORTH MIX

<u>VEGETATIVE SPECIES</u> <sup>1</sup>	<u>RATE/ACRE</u> <sup>1</sup>
Orchard Grass	@ 15 lbs/acre
Birdsfoot Trefoil <sup>2</sup>	@ 15 lbs/acre
Yellow Sweet Clover	@ 5 lbs/acre
Red Clover	@ 10 lbs/acre
Ky 31 Fescue	@ 15 lbs/acre
Foxtail Millet <sup>3</sup>	@ 12 lbs/acre
Wheat or Rye <sup>4</sup>	@ 50 lbs/acre

1. Seeding rate suggested is for pure live seed (pls) in pounds per acre.
2. Herbaceous legumes must be treated with the appropriate bacterium before seeding.
3. Spring mix.
4. Fall mix.

### 7.0 RIPRAP DITCH

Provide all materials, excavate and construct ditch or channel as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Channels and ditches shall be free draining upon completion of construction. Length of channel may be adjusted to meet on site conditions. (See riprap specifications) R-5 limestone riprap shall be used at a thickness of 1 ½ feet. The top width of the ditch shall be four

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(4) feet.

### **8.0 UTILITIES**

Utilities shall be relocated at the direction of the utility company and reimbursed actual cost to the contractor. This is a "No Bid" item due to the method of reimbursement. It is the contractor's responsibility to determine the exact location of each utility in the project area where these utilities would be interrupted or damaged by performing work.

### **9.0 CLEAR AND GRUB**

All vegetative cover (trees, shrubs, bushes etc.) within the entire work area shall be removed to bare ground. It is the contractor's responsibility to obtain all necessary permits and to follow state guidelines for burning and proper disposal of vegetative materials. Disposal of the trees and shrubs on-site with a chipper is an acceptable alternative to burning. It is imperative that the contractor in conjunction with the on-site DEP representative cooperates with the landowner to identify construction limits and property lines. Any timber cut in the clear and grub area that the landowner wishes to retain shall be de-limbed and stockpiled. The areas that will be included in the clearing are all ponds, ditches, and the clearing limits needed to complete the work called for in these specifications.

### **10.0 HAYBALE DIKE**

Disturbed areas which have storm water runoff which does not pass through a sediment control structure shall utilize the following method to manage storm water runoff: Max. Bid of \$5.00/LF of Hay Bale Dike.

1. All bales shall be placed on the contour.
2. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
3. Bales shall be securely anchored in place by stakes or rebars driven through the bales. Rebar to be removed at the direction of DEP. The first stake in each bale shall be driven toward previously laid bale to force the bales together. Construction of sediment control sumps and/or rock check dams may become necessary to supplement the hay bale dikes, and shall be incidental to this bid item.

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 VENDOR: McCourt & Son Construction, Inc.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>West Virginia Energy, Inc.</u></b>				
<b>PERMIT NUMBER(S): <u>S-20-83</u></b>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. Pursuant to Legislative Rule 148-CSR1, 6.4.2. The Director may accept or reject, in whole or in part, any bid when the Director feels it to be in the best interest of the State. If any bid is rejected, the Director shall place a written explanation in the purchase order file.				
11.0	4.0 AC	<u>REGRAVING AND TOPSOILING</u>	\$ <u>5875.<sup>00</sup></u> PER ACRE	\$ <u>23,500.<sup>00</sup></u>
12.0		<u>REVEGETATION</u>		
12.1	4.0 AC	<u>AGRICULTURAL LIME</u>	\$ <u>175.<sup>00</sup></u> PER ACRE	\$ <u>700.<sup>00</sup></u>
12.2	4.0 AC	<u>FERTILIZER</u>	\$ <u>200.<sup>00</sup></u> PER ACRE	\$ <u>800.<sup>00</sup></u>
12.3	4.0 AC	<u>MULCH</u>	\$ <u>500.<sup>00</sup></u> PER ACRE	\$ <u>2000.<sup>00</sup></u>
12.4	4.0 AC	<u>VEGETATIVE SPECIES</u>	\$ <u>450.<sup>00</sup></u> PER ACRE	\$ <u>1800.<sup>00</sup></u>
13.0	600 LF	<u>RIPRAP DITCH</u>	\$ <u>12.<sup>50</sup></u> PER LF	\$ <u>7500.<sup>00</sup></u>
14.0	450 LF	<u>HAYBALE DIKE (Max. Bid \$5.00 Per LF)</u>	\$ <u>3.<sup>00</sup></u> PER LF	\$ <u>1350.<sup>00</sup></u>
15.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ <u>3000.<sup>00</sup></u>
16.0	20 LF	<u>HDPE CULVERT 24" DIAMETER</u>	\$ <u>89.<sup>00</sup></u> PER LF	\$ <u>1780.<sup>00</sup></u>
<u>TOTAL PERMIT S-20-83</u>				\$ <u>42,430.<sup>00</sup></u>
<u>TOTAL PERMIT S-1012-87</u>				\$ <u>166,402.<sup>00</sup></u>
<u>GRAND TOTAL</u>				\$ <u>208,832.<sup>00</sup></u>

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VENDOR:

## BID ITEM TECHNICAL SPECIFICATIONS

### 11.0 REGRADE AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall distribute topsoil or the best available material to support vegetation, as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner. This item shall include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Topsoil presently stockpiled on site shall be preserved and spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

### 12.0 REVEGETATION

The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the Department of Environmental Protection. Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the contractor, shall be revegetated by the contractor at no expense to DEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP Specialist. It shall be the vendor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation is established. The acreage quantities in this contract are for bidding purposes only.

A warranty period of one (1) year shall commence upon completion and payment of the revegetation item of the contract. No payment will be made for additional seeding necessary to comply with warranty requirements. The warranty period will be extended for one (1) year from the date of the last augmented seeding done by the contractor. The performance bond and labor and materials bond shall remain in effect throughout the warranty period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

Equipment for the retracking/scarification to eliminate rills and gullies shall be mobilized and utilized to produce slopes consistent with the regrading and topsoiling bid item prior to warranty reseeding. No additional payment will be made by DEP for this warranty work.

### 12.1 AGRICULTURAL LIME

Unless otherwise specified, all lime used shall be registered with the West Virginia Department of Agriculture, have an 85% minimum calcium carbonate equivalent, and meet the fineness classification no larger than that for ground lime. The following fineness classifications or combinations of lime are acceptable:

- Pulverized - 100% passing a U.S. Standard 20 mesh sieve
  - 70% passing a U.S. Standard 100 mesh sieve
- Ground - 90% passing a U.S. Standard 20 mesh sieve

STATE OF WEST VIRGINIA  
Purchasing Division**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 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](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: 01/23/2008

Agency Purchasing  
REQ.P.O# DEP14145  
Bond # 7793

**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 South Carolina with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Seventeen Thousand Eight Hundred Seventy Five and No/100 17,875.00 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 DEP14145, West Virginia Energy, Inc.  
Brooke and Ohio County

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 16th day of January, 2008.

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, Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.**



# 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; Lloyd Randall Deal, Kennesaw, Georgia; Donald J. Kersey, Birmingham, Alabama; 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.

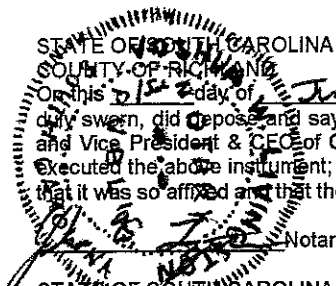
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney certificate bearing such facsimile signatures or facsimile seal shall be valid and binding 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 1<sup>st</sup> day of June 2007.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

By:   
Charles M. Potok, President

  
Curtis C. Stewart, Vice President & CFO



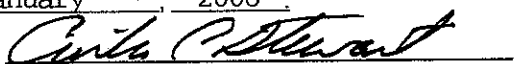
On this 1<sup>st</sup> day of June, 2007, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and Vice President & CEO of COMPANION 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 16<sup>th</sup> day of January, 2008

  
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:	\$ 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	62,466,033	Payables to Parents, Subsidiaries & Affiliates:	5,305,930
Amounts Recoverable From Reinsurers	2,125,335	Other Liabilities:	10,501,977
Other Assets:	28,143,570	Total Liabilities:	\$ 268,319,376
		<u>Policyholder Surplus</u>	
		Capital Stock:	\$ 4,200,000
		Surplus:	84,293,540
		Total Policyholder Surplus:	\$ 88,493,540
Total Admitted Assets:	<u>\$ 356,812,916</u>	Total Liabilities & Policyholder Surplus:	<u>\$ 356,812,916</u>

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

Certification: The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions there from for the period ended and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except 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 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 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

