



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  
 DEP14250

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

DATE PRINTED 02/07/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 03/25/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73	Estimate	\$245,000.00
<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 6.5-ACRE ABANDONED MINE PROJECT KNOWN AS THE "GILMER B" PROJECT. THE SITE IS LOCATED IN GILMER, (GILMER CO.)</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 02/26/08 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>DIRECTIONS TO PREBID:</p> <p>THE GILMER "B" AML RECLAMATION PROJECT IS LOCATED OFF THE BURNSVILLE/GLENNVILLE EXIT OF I-79 (EXIT 79). TURN ONTO CO. RT. 5 AND PROCEED WEST 5 MILES TO THE COPEN RUN RD (CR 44) ON THE LEFT. CROSS THE BRIDGE AND IMMEDIATELY TURN RIGHT AND CROSS THE METAL BRIDGE WITH WOODEN DECKING. TRAVEL ABOUT 100' TO THE SITE. DIRECTIONS TO THE PORTALS: FROM INTERSECTION OF COPEN RUN ROAD AND RT. 5, TRAVEL SOUTH ON COPEN RUN ROAD 1/10 MILE TO THE PORTALS.</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&amp;R, 601 57TH ST., SE, CHARLESTON, WV 25304 PH. 304-926-0485 UPON PAYMENT OF \$10.00 NON-REFUNDABLE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charles McCourt</i>	TELEPHONE 304-765-5288	DATE 3/25/08
TITLE President	FEIN 55-062-4840	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/07/2008				

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE 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 GILMER 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>						

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# Request for Quotation

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**DEP14250**

PAGE  
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02/07/2008				

BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</b></p> <p><b>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.</b></p> <p><b>(1) NOTICE TO PROCEED:</b>            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><b>(2) GUARANTEE AND MAINTENANCE:</b>  <b>(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>  <b>(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</b></p>						

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SIGNATURE	TELEPHONE	DATE
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PROPERTY

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<p>GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(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.</p> <p>(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.</p> <p>(5) TECHNICAL SPECIFICATIONS:            ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "GILMER B" PROJECT. SAID PLANS AND 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 6 DRAWINGS AS PREPARED INHOUSE BY THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p>						

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14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**SIGNED BID TO:**

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



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  
 DEP14250

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 02/07/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 03/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(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 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 IN 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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6. Payment may only be made after the delivery and acceptance of goods or services.
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# Request for Quotation

RFQ NUMBER  
**DEP14250**

PAGE  
**8**

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**SUTTON WV 26601**

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

DATE PRINTED <b>02/07/2008</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>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, OR 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 DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT</p>		

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# Request for Quotation

RFQ NUMBER  
**DEP14250**

PAGE  
**9**

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

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**CHARLESTON, WV**  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/07/2008				

BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 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. 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</p>					

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# Request for Quotation

RFQ NUMBER  
**DEP14250**

PAGE  
**10**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**CHUCK BOWMAN  
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SHIP TO

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/07/2008				

BID OPENING DATE: **03/25/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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 &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 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 AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALS 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</p>						

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**DEP14250**

PAGE  
**11**

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<p>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 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.: .DEP14250</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 .X.....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p>						

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**SIGNED BID TO:**

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



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  
**DEP14250**

PAGE  
**12**

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**  
**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
02/07/2008				

BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p style="text-align: center;"><i>Donny M. Covert</i>            SIGNATURE            McCourt &amp; Son Construction, Inc.            COMPANY            3/25/08            DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130





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  
**DEP14250**

PAGE  
**13**

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**  
**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
02/07/2008				

BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
RFQ. NO.:				DEP14250		
BID OPENING DATE:				03/25/2008		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
<u>304-765-5293</u>						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
<u>Tommy McCourt</u>						
***** THIS IS THE END OF RFQ DEP14250 *****						TOTAL: <u>\$245,000.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tommy McCourt</i>	TELEPHONE 304-765-5288	DATE 3/25/08
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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# Request for Quotation

RFQ NUMBER  
**DEP14250**

PAGE  
**1**

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**SUTTON WV 26601**

**SHIP TO**  
**ENVIRONMENTAL PROTECTION**  
**DEPARTMENT OF**  
**OFFICE OF AML&R**  
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**CHARLESTON, WV**  
**25304                      304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>03/04/2008</b>				

BID OPENING DATE: **03/25/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** <b>ADDENDUM NO. 1</b> *****					
	ADDENDUM ISSUED TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET FOR THE GILMER B PROJECT AND THE Q/A RESULTING FROM THE 02/26/08 MANDATORY PRE-BID CONFERENCE.					
	BID DATE AND OPENING TIME REMAIN UNCHANGED AS 03/25/2008 AT 1:30 PM.					
	***** <b>NO OTHER CHANGES</b> *****					
<b>0001</b>	<b>1</b>	<b>JB</b>		<b>962-73</b>		
	<b>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</b>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James M. Beck</i>	TELEPHONE <b>304-765-5288</b>	DATE <b>3-25-08</b>
TITLE <b>President</b>	FEIN <b>55-062-4840</b>	<b>ADDRESS CHANGES TO BE NOTED ABOVE</b>

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2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

**Addendum #1 - Questions During Pre-Bid Meeting  
For DEP 14250  
Gilmer "B" 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.** Where is the borrow area?  
**A.** The borrow area was pointed out during the walk over of the site.
- 2.) **Q.** Is the low water crossing temporary?  
**A.** It's a Ford Crossing, not a low water crossing. Therefore there is nothing to construct.
- 3.) **Q.** Does the power line stay?  
**A.** Yes.
- 4.) **Q.** Is there enough borrow in the borrow site?  
**A.** If not, the contractor will have to import soil material.
- 5.) **Q.** Can the contractor prospect for soil borrow on-site?  
**A.** As long as he stays within the construction limits.
- 6.) **Q.** Will the railroad require a flagman?  
**A.** You will have to contact the railroad for that answer.
- 7.) **Q.** Where do the ditches go?  
**A.** The channel locations were pointed out during the walk over of the site.
- 8.) **Q.** What all gets stockpiled from the railroad track removal?  
**A.** Just the rails.
- 9.) **Q.** What about burning?  
**A.** Railroad ties cannot be burned. You will need two burning permits for burning cleared and grubbed material; one from Forestry and one from Air Quality.
- 10.) **Q.** What ditches get grouted?  
**A.** The ditches that get grouted were pointed out during the walk over of the site.
- 11.) **Q.** Stockpile the rails for the owner or the railroad?  
**A.** The railroad is the owner.
- 12.) **Q.** What if someone comes in and steals the rails after they've been stockpiled?  
**A.** Notify the railroad as soon as you have stockpiled the rails and then it is their responsibility.

Addendum #1 – Questions & Answers  
Gilmer “B” Project – DEP 14250  
Page Two

- 13.) Q. Are there any restrictions on the length of the rails that are removed?  
A. No, they may be cut if necessary.
  
- 14.) Q. What about the trees in the borrow area?  
A. They are to be saw cut and stockpiled for the property owner.
  
- 15.) Q. What about the sink hole between the portal closures?  
A. It is not to be addressed.
  
- 16.) Q. What about the concrete wall?  
A. It is identified on the Plans to be removed.
  
- 17.) Q. What about access to the portals?  
A. The access is the way we walked up to the portals.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 14250  
 Project: Gilmer "B"

Bid Date: 3/25/08  
~~3/26/08~~  
 Pre-Bid Date: 2/26/08

Name : Sam Skidmore  
 Company: Sam's Excavation  
 Address: 655 Poplar Ridge  
Sutton, WV 26601

Name : Nancy Somers  
 Company: MIDWAY RECLAMATION LLC  
 Address: P.O. Box 308  
WEST MILFORD, WV 26451

Phone #: 304-765-2194  
 Fax #: 304-765-2066  
 Email :

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

Name : Gary Loney  
 Company: McCourt & Son Const.  
 Address: 2790 Centralia Rd  
Sutton WV 26601

Name : Steve Jurasko  
 Company: Polino Contracting, Inc.  
 Address: Po Box 230  
Elkins WV 26801

Phone #: 304 765-5288  
 Fax #: 304 765-5293  
 Email :

Phone#: 304-636-3886  
 Fax #: 304-259-5861  
 Email :

Name : LEONDIS GILKERSON  
 Company: CJS CONTRACTING  
 Address: PO Box 37  
CRUM WV 25609

Name : HOWARD HARPER  
 Company: Triple H Const  
 Address: PO Box 176  
Beadley WV  
26625

Phone #: 304 393 4907  
 Fax #: 304 393-4908  
 Email : CJS CONTRACTING.CYANOC.COM

Phone#: 304 636-1194  
 Fax #: 636-3680  
 Email :

Name : David R Stanley  
 Company: Stanley Industries Inc  
 Address: 707 Rt 3 Box 7 Maple Fork  
Bridgeport WV 26415

Name : Mick Jones  
 Company: Bement Const  
 Address: 465 Valley View  
Clenden, WV

Phone #: 304-8428560  
 Fax #:   
 Email :

Phone#: 304-548-7004  
 Fax #: 548-7133  
 Email : Bement Const @ yahoo.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

003

RFQ # : DEP 14250  
Project: Gilmer "B"

Bid Date: 3/25/08  
Pre-Bid Date: 2/26/08

Name : Bert Collins  
Company: Collins Building Contracting Inc  
Address: 390 Covey  
Flatwoods WV 26621

Name : Randy Carpenter  
Company: Carpenter Reclamation  
Address: P.O. Box 13015  
Sissonville WV 25300

Phone #: 304-765-3521  
Fax #: 765-3521  
Email : \_\_\_\_\_

Phone# : 984-1115  
Fax # : 984-2770  
Email : RCarpe.103.com

Name : Gary Covey  
Company: G.A. Covey Engineering  
Address: P.O. Box 185  
Sutton WV 26601

Name : Steven Freshour  
Company: Eagle Excavation Inc.  
Address: P.O. Box 218  
Kennett WV 25248

Phone #: 304 364 4100  
Fax #: 304 364 5100  
Email : GACovey@RTOL.net

Phone# : 1-304-372-4378  
Fax # : 372-4378  
Email : \_\_\_\_\_

Name : Mark Lilly  
Company: Eastern Arrow Corp. Inc  
Address: PO Box 4108  
Charleston, WV 25364

Name : Jason Barnes  
Company: Barnes Excavation Inc  
Address: P.O. Box 13384

Phone #: 304 414-0255  
Fax #: 304 414-0256  
Email : easternarrow@hotmail.com

Phone# : 304 984-1725  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Garry Rhodes  
Company: Green Mountain CO,  
Address: 511 50 ST  
Charleston WV 25304

Name : KEVIN ANDERSON  
Company: JTB Excavation  
Address: 533 A CALL RD  
Charleston WV  
25312

Phone #: 304-925-0253  
Fax #: 304 925-9230  
Email : \_\_\_\_\_

Phone# : 984-0388  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

114

RFQ # : DEP 14250  
Project: Gilmer "B"

Bid Date: 3/25/08  
Pre-Bid Date: 2/26/08

Name : Jim Keely  
Company: GRAND BREAKERS  
Address: PO BOX 1227  
CLARKSBURG, WV

Name : John Skidmore  
Company: MT Home Properties  
Address: 305 39th St  
Charleston, WV

Phone #: 304 6222100  
Fax #: 622240  
Email :

Phone# : 925-4634  
Fax # : 925-4032  
Email :

Name : Doug Vincent  
Company: BREAKAWAY INC.  
Address: 1075 Old Turnpike Rd  
Sutton, WV 26601

Name : Spencer Woodell  
Company: Convent in Bnc.  
Address: PO Box 243  
Simpson WV 26435

Phone #: 765-5317  
Fax # : 765-5389  
Email :

Phone# : 304 7744347  
Fax # :  
Email :

Name : Jeff A Bosley  
Company: J.C BOSLEY CONSTRUCTION INC  
Address: 1 Bosley Ave

Name :  
Company:  
Address:

Phone #: 304 422-0025  
Fax # : 11 11 0414  
Email :

Phone# :  
Fax # :  
Email :

Name : Allen Marker  
Company: Garcie R. Marker & Sons  
Address: 1119 Jefferson Rd.  
So. Char. WV. 25309

Name :  
Company:  
Address:

Phone #: 744 0590  
Fax # : 746-5203  
Email :

Phone# :  
Fax # :  
Email :







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, Inc. Tax Payer ID No.: 55-062-4840  
Address: 2790 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)

- x Information on the attached Entity OFT from AVS is accurate, complete, and upto-date. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.

Part of the information on the attached Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.

Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

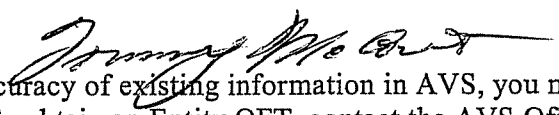
Date 3-25-08

Signature

Title President

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](http://www.avs.osmre.gov) on the Internet.





Part D.

Contractor Name:

If the current entity and Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business affiliations. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name \_\_\_\_\_ Position/Title \_\_\_\_\_  
 Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 \_\_\_\_\_ % of Ownership Begin Date: \_\_\_\_\_  
 Ending Date: \_\_\_\_\_

Name \_\_\_\_\_ Position/Title \_\_\_\_\_  
 Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 \_\_\_\_\_ % of Ownership Begin Date: \_\_\_\_\_  
 \_\_\_\_\_ Ending Date: \_\_\_\_\_

Name \_\_\_\_\_ Position/Title \_\_\_\_\_  
 Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 \_\_\_\_\_ % of Ownership  
 Begin Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

Name \_\_\_\_\_ Position/Title \_\_\_\_\_  
 Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 \_\_\_\_\_ % of Ownership Begin Date: \_\_\_\_\_  
 \_\_\_\_\_ Ending Date: \_\_\_\_\_

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 S1B, Constitution Ave., NW, Washington, D.C. 20240.





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. 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			



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.

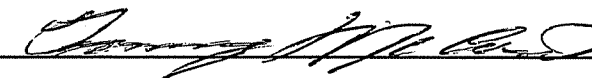
**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into 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: 3-25-08



Agency Purchasing  
REQ. P.O.# DEP14250  
Bond # 8787

**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 7512 Slate Ridge Blvd. Reynoldsburg, OH 43068 a corporation organized and existing under the laws of the State of \_\_\_\_\_  
S. Carolina with its principal office in the City of Atlanta, GA as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Sixteen Thousand Five Hundred and No/100 (\$16,500.00) 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  
DEP14250, Gilmer "B", Gilmer 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 25th day of March, 2008.

Principal Corporate Seal

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

By [Signature]  
(Must be President or Vice President)

President

(Title)  
Companion Property and Casualty Insurance Company  
(Name of Surety)

Surety Corporate Seal

[Signature]

Attorney-in-Fact  
Andrew C. Heaner, Attorney-in-Fact

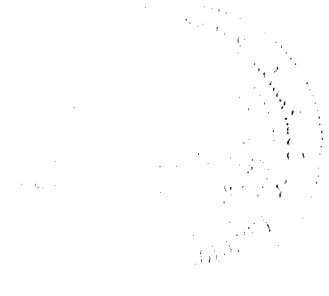
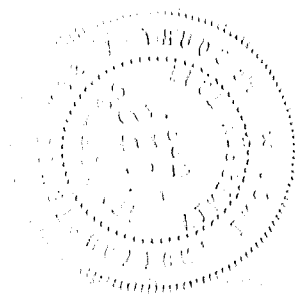
**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.**

The following is a list of the names of the persons who have been appointed to the various positions in the office of the Secretary of the State, for the term ending on the 31st day of December, 1900.

The names of the persons who have been appointed to the various positions in the office of the Secretary of the State, for the term ending on the 31st day of December, 1900, are as follows:

The names of the persons who have been appointed to the various positions in the office of the Secretary of the State, for the term ending on the 31st day of December, 1900, are as follows:

The names of the persons who have been appointed to the various positions in the office of the Secretary of the State, for the term ending on the 31st day of December, 1900, are as follows:



# 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.

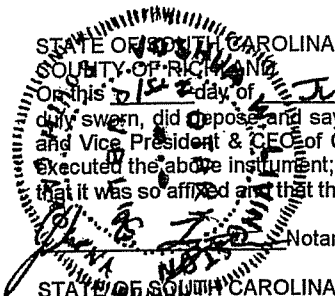
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney certificate bearing such facsimile signatures or facsimile seal shall be valid and binding 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



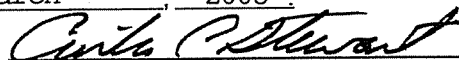
On this 1<sup>st</sup> day of June, 2007, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and Vice President & CEO of COMPANION 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 25<sup>th</sup> day of March, 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



**Comparison 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	<b>Total Liabilities:</b>	<b>\$ 268,319,376</b>
		<b>Total Liabilities &amp; Policyholder Surplus:</b>	<b>\$ 356,812,916</b>
		Capital Stock:	\$ 4,200,000
		Surplus:	84,293,540
<b>Total Admitted Assets:</b>	<b>\$ 356,812,916</b>	<b>Total Policyholder Surplus:</b>	<b>\$ 88,493,540</b>

**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 26<sup>th</sup> day of April, 2006, before me came the above named officers of Companion Property and Casualty Insurance Company, who 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

