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	PAGE
DEP14359	1

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

VENDOR
*709051854 304-736-3528
MCCOY CONSTRUCTION COMPANY
ROUTE 1 BOX 1-1A

SALT ROCK WV 25559

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/14/2008				

BID OPENING DATE: 08/19/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	********** ADDENDUM NO. 1 **********					
	ADDENUM ISSUED FOR THE RAGLAND WATERLINE EXTENSION PROJECT TO REVISE THE DIRECTIONS TO THE 07/17/08, MANDATORY PRE-BID MEETING AT 10:30 AM.					
	DIRECTIONS ARE AS FOLLOWS: FROM CHARLESTON, TAKE RT. 119S, TURN RIGHT ONTO WV-65. AT THE INTERSECTION OF WV-65 AND WV-52, VEER LEFT. CROSS TRACKS TO GET TO NAUGATUCK WATER TREATMENT PLANT AND MINGO PSD OFFICE BUILDINGS.					
	BID OPENING DATE AND TIME REMAIN UNCHANGED AT 08/19/2008 AT 1:30 PM.					
	********** NO OTHER CHANGES **********					
0001	1	JB		968-96		
	CONSTRUCTION OF WATERLINE EXTENSION					

McCoy Construction
Rt. 1, Box 1-1A
Salt Rock, WV 25559

$250.00
355
2 M

RECEIVED
2008 AUG 25 P 12:44
PURCHASING DIVISION
STATE OF WV

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'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

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.

15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.

2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.

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.

6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

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0001	1	JB		968-96		

CONSTRUCTION OF WATERLINE EXTENSION

THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 2.22-ACRE ABANDONED MINE PROJECT KNOWN AS THE RAGLAND WATERLINE EXTENSION PROJECT LOCATED IN RAGLAND, MINGO COUNTY, WV.

A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 07/17/08 @ 10:30 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.

DIRECTIONS TO PREBID:

THE STUDY AREA'S WESTERNMOST BOUNDARY IS LOCATED APPROXIMATELY 4.8 MILES SOUTHEAST OF DELBARTON. IT EXTENDS EASTWARD FROM THE END OF AN EXISTING 8-INCH WATERLINE AND ENCOMPASSES COUNTY ROUTE 65/5 A DISTANCE OF APPROXIMATELY 3.1 MILES. PORTIONS OF DELTA ROAD 65/20 AND APPROXIMATELY 1.4 MILES OF AN UNNAMED ROAD ALONG THE UPPER SECTION OF ROCKHOUSE BRANCH ARE ALSO WITHIN THE STUDY AREA. THE TOTAL AREA CONTAINED WITHIN THE STUDY AREA'S BOUNDARY IS APPROXIMATELY 2.6 SQUARE MILES. THE STUDY AREA WAS EXTENDED UP ROCKHOUSE FORK TO INCLUDE TWO ADDITIONAL RESIDENCES AT THE END OF THE ROAD THAT WERE NOT ORIGINALLY CONCLUDED IN THE STUDY.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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DEP14359	2

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PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST., SE, CHARLESTON, WV 25304 PH. 304-926-0485 UPON PAYMENT OF $20.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.

EXHIBIT 5

NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED 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 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 MINGO 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

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	ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:					
	(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS $250,000.					
	( ) 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.					
	(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 THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & 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.					
	( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.					
	**********					
	EXHIBIT 12					
	AML CONTRACTOR INFORMATION FORM OMB #1029-0119					

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DEP14359	4

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(EXPIRATION DATE: 01/31/2010) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV
****

CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS 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 OR PHONE 304-558-7890.

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.
BIDDER TO COMPLETE:

CONTRACTORS NAME: McCoy Construction Company

CONTRACTORS LICENSE #: WV001557

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.

APPLICABLE LAW

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THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.

ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.

(1) NOTICE TO PROCEED:
THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.

(2) GUARANTEE AND MAINTENANCE:
(A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE 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 REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.
(B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE

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DEP14359	6

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CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.

(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.

(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.

(3) TERMINATION:

(1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.

(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO:

(A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE.

(B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.

(5) TECHNICAL SPECIFICATIONS:

ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE RAGLAND WATERLINE EXTENSION PROJECT.
PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE

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AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 25 DRAWINGS AS PREPARED BY THRASHER ENVIRONMENTAL.

(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.

(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.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.

REV. 9/98

PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS

1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,

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A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATIN 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.

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.

C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.

2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:

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,

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	PAGE
DEP14359	9

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

VENDOR
*709051854 304-736-3528
MCCOY CONSTRUCTION COMPANY
ROUTE 1 BOX 1-1A

SALT ROCK WV 25559

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: 08/19/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

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.

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.

REV. 10/01/01

EXHIBIT 7

DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS

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.

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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Request for Quotation

RFQ NUMBER	PAGE
DEP14359	10

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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304-558-2157

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*709051854 304-736-3528
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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.

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 SPENDIN 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.

REV. 3/88

EXHIBIT 9

NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA

THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:

(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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
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Request for Quotation

RFQ NUMBER	PAGE
DEP14359	11

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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304-558-2157

VENDOR
*709051854 304-736-3528
MCCOY CONSTRUCTION COMPANY
ROUTE 1 BOX 1-1A

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 08/19/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

(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.

(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.

REV. 11/96

EXHIBIT 10

REQUISITION NO.: .DEP14359

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 ..✓..... 7-14-08 PGM pcm

NO. 2 ..✓..... 8-12-08

NO. 3 .....

McCoy Construction
Rt. 1, Box 1-1A
Salt Rock, WV 25559

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE

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

Request for Quotation

RFQ NUMBER	PAGE
DEP14359	12

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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304-558-2157

VENDOR
*709051854 304-736-3528
MCCOY CONSTRUCTION COMPANY
ROUTE 1 BOX 1-1A

SALT ROCK WV 25559

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: 08/19/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

Luke McCoy
SIGNATURE

MCCoy Construction Company
COMPANY

AUG. 25, 2008
DATE

REV. 11/96

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

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:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

Request for Quotation

RFQ NUMBER	PAGE
DEP14359	13

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

VENDOR
*709051854 304-736-3528
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ROUTE 1 BOX 1-1A

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CHARLESTON, WV
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: 08/19/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER:		CB-23			
	RFQ. NO.:		DEP14359			
	BID OPENING DATE:		08/19/2008			
	BID OPENING TIME:		1:30 PM			
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-733-5714					
	CONTACT PERSON (PLEASE PRINT CLEARLY): Greg McCoy					
	****** THIS IS THE END OF RFQ DEP14359 ****** TOTAL:					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

Agency_____
REQ.P.O# DEP14359

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, McCoy Construction Company of Salt Rock, WV, as Principal, and Travelers Casualty and Surety Company of America of Hartford, CT, a corporation organized and existing under the laws of the State of CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid ($ 5%) 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 Req# DEP14359 Waterline Extension Mingo County - According to Plans and Specifications

NOW THEREFORE,

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 26th day of August, 2008.

Principal Corporate Seal

McCoy Construction Company
(Name of Principal)

By: [signature]
(Must be President or Vice President)

Pres.
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America
(Name of Surety)

By: Larry D Kerr
Larry D. Kerr, WV Resident Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, and a power of attorney must be attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218834 **Certificate No.** 001987913

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gregory T. Gordon, Patricia A. Moye, Patricia A. Fincke, Larry D. Kerr, Allan L. McVey, and Kimberly J. Wilkinson

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of September, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 27th day of September, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.

Marie C. Tetreault, Notary Public

58440-5-07 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of August, 2008.

Kori M. Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

RAGLAND WATER LINE EXTENSION

Requisition # DEP14359

Contractor's Bid Sheet

Company Name: McCoy Construction Company

Address: RR-1 Box 1-1A Salt Rock WV 25559

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	Lump Sum	Mobilization/Demobilization	LS	$ 40,000.00
2.0	Lump Sum	Videotaping of Project Area	LS	$ 8000.00
3.0	Lump Sum	Erosion & Sediment Control	LS	$ 8000.00
4.0	14,623 LF	6" PVC C-900 CL-150 Water Line	20.00	$ 292,460.00
5.0	235 LF	6" D.I.P. CL-55 Ball & Socket w/Mega Lugs & Concrete Anchors	130.00	$ 30,550.00
6.0	4,434 LF	2" PVC SDR-17 CL-250	16.00	$ 70,944.00
7.0	79 LF	1" SDR-9 Polyethylene Service Tubing (Open Cut)	16.00	$ 1264.00
8.0	58 LF	1" SDR-9 Polyethylene Service Tubing (Bore & Jack)	30.00	$ 1740.00
9.0	1,402 LF	3/4" SDR-9 Polyethylene Service Tubing (Open Cut)	16.00	$ 22,432.00
10.0	278 LF	3/4" SDR-9 Polyethylene Service Tubing (Bore & Jack)	30.00	$ 8340.00
11.0	131 LF	12" Steel Casing (Bore & Jack) w/Casing Spacers	170.00	$ 22,270.00
12.0	74 LF	12" Steel Casing (Open Cut) w/Casing Spacers	150.00	$ 11,100.00
13.0	116 LF	4" Steel Casing (Bore & Jack) w/Casing Spacers	70.00	$ 8120.00
14.0	42 LF	2" PVC SDR-17 CL-250 Casing through Creek (Open Cut)	40.00	$ 1680.00
15.0	9 EA	6" MJ Gate Valve w/Box & Lid, Complete in Place	750.00	$ 6750.00
16.0	5 EA	2" MJ Gate Valve w/Box & Lid, Complete in Place	500.00	$ 2500.00
17.0	1 EA	Tie-In to Existing Mainline, Complete in Place	5000.00	$ 5000.00
18.0	5 EA	Fire Hydrant Assembly, Complete in Place	2800.00	$ 14,000.00
19.0	56 EA	Installation of New Customer Meter Setting w/HPMS, Complete in Place	670.00	$ 37,520.00
20.0	2 EA	Leak Detection Meter Assembly, Complete in Place	1500.00	$ 3000.00
21.0	Lump Sum	25 GPM Booster Station Including Piping from Mainline to Booster Station, Complete in Place	84,627.00	$ 84,627.00
22.0	5 EA	2" Hidden Flushing Hydrant Assembly, Complete in Place	1500.00	$ 7500.00
23.0	74 LF	WVDOH Type "A" Trench Repair	100.00	$ 7400.00
24.0	179 LF	HLBC Driveway Repair	50.00	$ 8950.00
25.0	1 EA	84" CMP Culvert	9000.00	$ 9000.00
26.0	Lump Sum	Radio Controlled Telemetering	72,000.00	$ 72,000.00
		TOTAL		$ 785,147.00

McCoy Construction

Rt. 1, Box 1-1A
Salt Rock, WV 25559

RFQ No. DEP 14359

STATE OF WEST VIRGINIA
Purchasing Division

019

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** 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: McCoy Construction Company

Authorized Signature: [signature] Date: 8-25-08

Purchasing Affidavit (Revised 06/15/07)

McCoy Construction
Rt. 1, Box 1-1A
Salt Rock, WV 25559

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

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.

15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.

2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.

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.

6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

10:30 am

Pre-Bid Conference
SIGN IN SHEET
(Please Print)

Project Name: Ragland Waterline Extension Project

Request for Quotation No.: DEP14359 **Date:** 07/17/08

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
1. CJJ Contracting	PO Box 37 Crum WV 25669	T: (304) 393-4907 F (304) 393-4908
2. FAMCO, INC Rob LuFon	PO Box 1577 Huntington, WV 25716	T: 304 529 3324 F: 529 3325
3. Versa Con, Inc. Barry L. Southall	722 E Coal River Road Saint Albans WV 25177	T: 304 727-4109 F: 304 727-4109 C 304 673-8573
4. Ground Breaker Steve Lemons	Aromavi Rd 1227 Clarksburg WV	T: 304 622-2400 F: 304-622-2410
5. Tri-State Pipeline Danny Baldwin	412 Solida Road South Point OH 45680	T: 740-377-4208 F: 740-377-9435
6. McCoy Const. Greg McCoy	Rt 1 Box 1-1A Salt Rock WV 25559	T: 304 736-3528 F: 304 733-5714
7. Carpenter Reclamation Randy Carpenter	PO Bx 13015 Sissonville, WV	T: 304-984-1115 F: 984-2770
8. WELDING INC. LARRY CASWELL	P.O. BOX 6007 CHARLESTON WV 25362	T: (304) 346-0763 F: (304) 343-5498
9. Thrasher Engineering, Inc. Jonathan Carpenter	300 Association Drive Charleston, WV 25311	T: 304-343-7601 F: 304-343-7604
10. Mingo Co. PSD JB Heflin	P.O. Box 98 Naugatuck, WV 25685	T: 304-235-2294 F: 304-235-8115

10:30 am

003

Pre-Bid Conference
SIGN IN SHEET
(Please Print)

Project Name: Ragland Waterline Extension Project

Request for Quotation No.: DEP14359 **Date:** 07/17/08

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
1. Leigh Ann Wells-Ray Mingo Co. Commission	72 E. 2nd Ave. Room 303-B Williamson, WV 25661	T: (304) 235-0338 F: (304) 235-0594
2. WVDEP/AML Dave Boal	116 Ind. Dr Oak Hill	T: 465-1911 F: 465-0521
3. Randall Pack WVDEP/AML	116 Ind. Drive. Oak Hill, WV	T: 465-1911 F:
4. Brad Duffield WVDEP/AML	116 Ind. Drive Oak Hill, WV	T: 465-1911 F:
5. Angela Chestnut WVDEP/AML	601 57th St. Charleston, WV 25304	T: 926-0499 x 1459 F:
6. Danielle Whited WVDEP/AML	601 57th st Charleston, WV 25304	T: 926-0499 x 1752 F:
7.		T: F:
8.		T: F:
9.		T: F:
10.		T: F:

ARTICLE III - GENERAL CONDITIONS

1.0 ENUMERATION OF CONTRACT DOCUMENTS

CLARKSBURG OR CHARLESTON ?

1.1 Drawings

Construction drawings (twenty-five (25) sheets) for the construction of the Ragland Waterline Extension Project as prepared by Thrasher Engineering, Clarksburg, West Virginia 25313 for the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation, 601 57th Street, SE – Box 20, Charleston, West Virginia 25304-2345, Telephone (304) 926-0485.

McCall Construction
Rt. 1, Box 1-1A
Salt Rock, WV 25559

1.2 Specifications

See Index

1.3 Addenda

No. #1	**Date** 7-14-08 pen
No. #2	**Date** 8-12-08 pen
No.	**Date**
No.	**Date**

2.0 CORRELATION OF DOCUMENTS

2.1 **The intent of the contract documents is to include all labor, materials, equipment, operations and transportation necessary for the proper execution and completion of the work. The contract documents are complementary and what is required by one is required by all.**

2.2 **The Contractor shall carefully study and compare the contract documents and shall at once report to DEP any error, inconsistency or omission it may discover. Contractor shall not proceed with the work affected by such error, inconsistency, or omission until resolved to the satisfaction of itself and DEP.**

2.3 **The drawings and specifications are correlative and shall be accepted and used as a whole and not separately. Should any item be omitted from the drawings and be included in the specifications, and be required to complete the work under the contract, it shall be executed as if shown on both and contained in both; except that it is not intended that items or work not applicable or required be provided unless it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results.**

2.4 **In case of disagreement or conflict between drawings and specifications, or inconsistencies, errors, or if omissions be discovered in the drawings and specifications, or if in any part the meaning of either or both shall be considered obscure or uncertain, the Director or his/her authorized**

ARTICLE III - GENERAL CONDITIONS

Sections Included:

U. S. Department of the Interior
CERTIFICATION REGARDING LOBBYING

This certification is required by Section 1352, title 31, U. S. Code, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions."

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

---

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. To obtain a Standard Form LLL, contact DEP or the U.S. Office of Surface Mining, 603 Morris Street, Charleston, WV 25301, phone number 347-7158.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature Scott McCoy Date 8-26-08

McCoy Construction
Rt. 1, Box 1-1A
Salt Rock, WV 25559

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action:
   - ☐ a. Contract
   - b. Grant
   - c. Cooperative agreement
   - d. Loan
   - e. Loan guarantee
   - f. Loan insurance

2. Status of Federal Action:
   - ☐ a. Bid/Offer/Application
   - b. Initial Award
   - c. Post-Award

3. Report Type:
   - ☐ a. Initial Filing
   - b. Material Change

   For Material Change Only:
   Year_____ Quarter_____
   Date of Last Report_____

4. Name and Address of Reporting Entity:
   - ☐ Prime
   - ☐ Subawardee
     Tier_____, if known:

   Congressional District, if known:

5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime:

   Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

   CFDA Number, if applicable:_____

8. Federal Action Number, if known:

9. Award Amount, if known:

   $

10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):

    b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):

(attach Continuation Sheets) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):

    $_____ ☐Actual ☐Planned

12. Form of Payment (check all that apply):
    - ☐a. cash
    - ☐b. in-kind: specify: nature_____
      value_____

13. Type of Payment (check all that apply):
    - ☐a. Retainer
    - ☐b. One-time fee
    - ☐c. Commission
    - ☐d. Contingent fee
    - ☐e. Deferred
    - ☐f. other; specify:_____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employees, or Member(s) contracted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____

Print Name:_____

Title:_____

Telephone No:_____ Date:_____

Federal Use Only:

AUTHORIZED FOR LOCAL REPRODUCTION
Standard Form – LLL

U. S. Department of the Interior

Certification Regarding
Debarment, Suspension, Ineligibility and
Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington D.C. 20240.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

KEITH McCoy Pres.
Name and Title of Authorized Representative

Keith McCoy Aug 26, 2008
Signature **Date**

McCoy Construction
Rt. 1, Box 1-1A
Salt Rock, WV 25559

ARTICLE V - SPECIAL CONDITIONS
Instructions for Certification Regarding Lobbying

1. This certification and a disclosure form should be filed by each person as required, w each submission that initiates agency consideration of such person for: (1) award of a Feder contract, grant, or cooperative agreement exceeding $100,000 or (2) an award of a Federal l a commitment providing for the United States to insure or guarantee a loan exceeding $150

2. This certification and a disclosure form should be filed by each person as required, u receipt by such person of (1) a Federal contract, grant, or cooperative agreement exceeding $100,000, or (2) a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000, unless such person previously filed a certification, and a disclosure form, if required, at the time agency consideration was initiated.

3. Any person who requests or receives from a person referred to in paragraphs (1) and (2) above: (1) a subcontract exceeding $100,000 at any tier under a Federal contract; (2) a subgrant contract, or subcontract exceeding $100,000 at any tier under a Federal grant; (3) a contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or (4) a contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement, shall file a certification, and a disclosure form, as required, to the next tier above.

4. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs(1) or (2) above. That person shall forward all disclosure forms to the appropriate Bureau/Office within the Department of the Interior.

5. Any certification or disclosure form filed under paragraph (4) above shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by Section 1352, title 31, U. Code.

ASSURANCE REQUIREMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY FOR VENDORS, SUPPLIERS AND CONTRACTORS ENGAGED IN COMMERCIAL TRANSACTIONS WITH THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

We, McCoy Construction Company **, the undersigned, desiring to avail ourselves of the benefits of engaging in commercial transactions with the West Virginia Department of Environmental Protection, hereby agree that:**

1) **All employment and personnel practices under this contract, Requisition No.** Dep 14359 **, will be conducted without regard to race, sex, religion or national origin;**

2) **We will include in all recruitment advertisements the following wording:**

   "An Equal Opportunity Employer"; and

3) **We will provide the Director of the Abandoned Mine Lands and Reclamation Division or his/her authorized representative, upon request, documentation that will enable him/her to judge the extent of our compliance with the requirements of Governor's Executive Order No. 4-65, of December 15, 1965.**

Signed this 26 **day of** August **,** ~~19~~ 2008**.**

Signature of Authorized Representative

Pres

Title

ARTICLE V - SPECIAL CONDITIONS

3.0 GOVERNMENT-WIDE DEBARMENT & SUSPENSION REQUIREMENTS

U. S. Department of the Interior

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

---

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal, that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List (Tel.#).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONSTRUCTION CONTRACTOR'S
MINORITY, WOMEN'S AND SMALL BUSINESS
AFFIRMATIVE ACTION CERTIFICATION

We, McCoy Const. Co., the undersigned, Construction Contractor on the Abandoned Mine Lands & Reclamation construction contract herein, intending to sub-contract a part of our contract work under Requisition No. DEP14359 hereby certify as follows:

1) **We will include qualified small, minority and women's businesses on solicitation lists;**

2) **We will assure that small, minority and women's businesses are solicited whenever they are potential sources;**

3) **We will, when economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small, minority and women's business participation.**

4) **Where our requirements permit, we will establish delivery schedules which will encourage participation by small, minority and women's businesses.**

5) **We will utilize the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.**

   We understand that we may obtain the information required under the foregoing provisions from the Governor's Office of Community & Industrial Development's Small Business Development Center, 1115 Virginia Street, East, Charleston, West Virginia 25301, Phone 304/348-2960.

6) **We will submit this certification to the Construction Supervisor when we submit proposed subcontractors for approval.**

7) **We agree that all documentation relative to affirmative action taken by us to seek out and consider the use of minority, women's and small business enterprises as sub-contractors shall be made available for inspection by representatives of the West Virginia Department of Environmental Protection and the U.S. Office of Surface Mining Reclamation and Enforcement;**

8) **This certification is an integral part of our proposal for the construction contract.**

Signed this 26 day of August, ~~19~~ 2008.

Signature of Authorized Representative

Pres.

Title

McCoy Construction
Rt. 1, Box 1-1A
Salt Rock, WV 25559

ARTICLE V - SPECIAL CONDITIONS

2.0 EROSION & SEDIMENT CONTROL

The manual entitled "West Virginia Department of Natural Resources Technical Handbook of Standards and Specifications for Erosion and Sediment Control", 1981, is incorporated herein by reference as a guide for erosion and sediment control, except that where any provision of said manual is in conflict with any special erosion and sediment control provision set out and contained in this specification book and/or in the plans for this project, the specification book and/or plans shall prevail and be followed.

OMB #1029-0119
Expiration Date: 01/31/2010

AML CONTRACTOR INFORMATION FORM

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

Part A: General Information

Contractor Name: McCoy CONSTRUCTION Tax Payer ID No.: 38-3667285
Address: RT 1 Box 1-1A
City: SALT ROCK State: WV Zip Code: 25559 Phone: 304-736-3528
Fax No.: 304-733-5714 E-mail address:

Part B: Legal Structure

(X) Corporation ( ) Sole Proprietorship ( ) Partnership ( ) LLC
( ) Other (please specify)

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.

I, Keith McCoy (print name), have the express authority to certify that:

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

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

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

Date 8-26-08 Signature Keith McCoy Title Pres.

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.~ov 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 Keith McCoy Keith McCoy Position/Title Pres.
Address Telephone # 304 736 3528
50 % of Ownership Begin Date:
Ending Date:

Name McCoy Construction Position/Title
Address Rt. 1, Box 1-1A Telephone #
Salt Rock, WV 25559 % of Ownership Begin Date:
Ending Date:

Name Rhonda McCoy Position/Title
Address Telephone #
50 % of Ownership
Begin Date: Ending Date:

Name Position/Title
Address Telephone #
% of OwnershipBegin 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.

McCOY CONSTRUCTION
Rt 1 Box 1-1A
Salt Rock, WV 25559
304-736-3528

DRUG & ALCOHOL POLICY

INTRODUCTION

It is the policy of McCoy Construction to have a safe and drug-free work environment for its employees. McCoy Construction will not tolerate any employee using or being under the influence of illegal drugs or alcohol while at work.

This policy will be implemented by complying with the "WV Alcohol and Drug-Free Workplace Act" at 21-1D-1 ET. Seq., taking effect July 1, 2008.

Under this law, McCoy Construction will provide supervisors and workers alcohol and drug-free workplace training and will require drug and alcohol testing. The testing situations under which covered employees shall be subject to are as follow:

A. Pre-employment drug tests.
B. Random drug test.
C. Accident related alcohol and drug test.
D. Reasonable cause alcohol and drug test.

All supervisors and employees shall receive a copy of this policy and sign an acknowledgement of receipt.

Questions concerning this policy should be directed to the appropriate supervisor or Verlin Sizemore the designated Drug-Free Workplace coordinator.

APPLICABILITY

This policy is applicable to all McCoy Construction construction workers and supervisors working in construction or performing other safety-sensitive duties for the company. Within this policy all are referred to as "employees".

TRAINING

A. Supervisors

All Supervisors, whether full or part-time, shall receive at least two hours of initial "drug-free workplace supervisor training" and shall receive the same training annually. A new supervisor or a current worker moving into the supervisor capacity must receive the same training before taking the supervisor position.

The following points that cover supervisory responsibilities shall be covered during training:

- How to recognize a possible alcohol/drug problem.
- How to document behaviors that demonstrate an alcohol/drug problem.
- How to confront employees with the problem from observed behaviors.
- How to initiate reasonable suspicion and post-accident testing.
- How to handle the procedures associated with random testing.
- How to make an appropriate referral for assessment or assistance.

B. All employees shall receive at least two hours of initial alcohol and drug-free workplace education and biannually thereafter. New employees shall receive such training within six weeks of employment unless such training was received within the prior two year period. Employee training shall provide at least:

- Detailed information about the content of the contractor's specific drug-free workplace policy and an opportunity for employees to ask questions regarding the policy.
- The distribution of a hard copy of the written drug-free workplace policy, including collecting an employee-signed acknowledgement receipt from each employee.
- Specific explanation of the basics of drugs and alcohol abuse, including, but not limited to, the disease model, signs and symptoms associated with substance abuse, and the effects and dangers of drugs or alcohol in the workplace.
- A list of community resources where employees may seek assistance for themselves or their families.

All training for supervisors and employees shall be presented by a qualified trainer, or by a person who is supervised by a qualified trainer.

AVAILABLE COMMUNITY RESOURCES

A list of community resources where employees may seek assistance for themselves or their families is included in this policy. This list will also be provided to any employee testing positive or any employee who voluntarily acknowledges that the employee may have a substance abuse problem.

DRUG POLICY

All covered employees and applicants may be subject to drug testing under standards of the Act, W. Va. Code Sect. 21-1D-5 (3) in the following situations:

1. Pre-employment.
2. Post-accident.
3. Random.
4. Reasonable cause.

Any employees of McCoy Construction testing positive will be terminated and provided the list of community resources from which they may seek assistance. Any applicant testing positive will not be eligible for employment.

1. Drugs to be tested for:

A. Initial Screening Test

Drug	Cutoff Level nanograms per milliliter(ng/ml)
Amphetamines	1,000
Barbiturates	300
Benzodiazepines	300
Cannabinoids(marijuana)	50
Cocaine metabolites	300
Methadone	300
Opiate metabolites	300
Hydrocodone	
Hydromorphone	
Oxycodone	
Phencyclidine	25
Propoxyphene	300

B. Confirmatory Test

Drug	Cutoff Level nanograms per milliliter (ng/ml)
Amphetamines	500
Barbiturates	300
Benzodiazepines	300
Cannabinoids (marijuana)	15
Cocaine metabolites	150
Methadone	300
Opiates	300
Hydrocodone	
Hydromorphone	
Oxycodone	
Phencyclidine	25
Propoxyphene	300

II. Drug testing situations:

A. Pre-employment.
Applicants selected for covered employment at McCoy Construction must participate in pre-employment drug testing.

McCoy Construction will only provide the selected applicant the results of pre-employment drug testing within 60 days after the applicant's notification of denial due to testing positive.

B. Accident Related.

Any employee involved in or who may have caused or contributed to an accident shall submit to the required drug and alcohol testing when reasonable cause exists to expect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by their physician (see definition section for explanation of reasonable cause).

An employee shall be drug tested as soon as possible after the accident. For alcohol within two (2), for drugs within 32 hours.

If an employee could require testing as a result of an accident, they must contact a supervisor so arrangements can be made to get tested. McCoy Construction will contact the designated collection site to provide instructions for sample collection.

An employee refusing to give a sample when reasonable collection arrangements have been made will be terminated.

An employee that is hospitalized because of serious injury and cannot provide a specimen will be asked to provide the necessary authorization for obtaining hospital reports and other documents that could indicate whether there were any drugs in their system.

C. Reasonable Cause.

Any employee of McCoy Construction shall be required to provide a urine sample when, in the opinion of trained supervisor, there exists reasonable cause to believe that the employee has reported to work or is working under the influence of a drug (see definition section for explanation of reasonable cause).

Written documentation as to the nature of the supervisor's reasonable cause shall be created and signed by the supervisor.

When a supervisor has reasonable cause to believe an employee is under the influence of a drug of abuse or alcohol at work, the company shall suspend the employee from performing safety-sensitive duties until such time as a drug or alcohol test is performed and the results of the test are made available.

D. Random Testing.

Covered employees shall be subject to unannounced random drug testing. The company shall perform enough tests each calendar year to test 10 percent of the average number of employees. Determination of who will be tested will be done on a random basis. Selections are computer generated using DrugPak tpa for Windows.

III. Designated collection site.

McCoy Construction will designate collection sites to be used for the collection of urine samples.

McCoy Construction and Joe Boggs & Associates the TPA shall insure that collection specimens are performed in a scientifically or medically approved manner and under reasonable and sanitary conditions.

IV. Preparation for drug testing.

Any employee that is required to test must be able to show the tester Some type of photo identification. If the employee does not have a photo ID with them, a representative of the employer may identify them to the drug testing technician. The drug testing technician must be able to show photo identification to the employee.

V. Medical Review Officer (MRO):

McCoy Construction will utilize Dr Glen Wright, MD of Charleston, WV 25323 as their MRO. He shall review and interpret test results obtained through the testing program. If Dr. Wright is unavailable, another qualified MRO will be used.

A. The MRO shall examine alternate medical explanations for any positive test result issued by the laboratory prior to reporting these results to the company.

1. The MRO shall review the chain-of-custody procedure for any discrepancy in identification, collection or testing data.
2. The MRO shall directly contact the employee, unless:

a. If the MRO is unable to establish contact with the employee within a reasonable time, the MRO may contact the designated company official to advise the employee to contact the MRO.
b. The MRO may verify a positive test result to the company without direct communication with the employee if:

i. The employee declines to discuss the test.
ii. The employee does not contact the MRO within five (5) days of documented contact with the designated company official.

B. The MRO shall provide the employee an opportunity to discuss test results. If an alternate explanation for a positive test is

obtained, i.e. prescribed medication; the MRO shall verify the information.

C. If after appropriate review, the MRO concludes that no legitimate medical reason exists for a positive test, the MRO must report a "verified" positive test to the company.

VI. Contesting positive results.

An employee/applicant wishing to challenge the results of any positive test may do so, provided:

1. Any such appeal must be made to the MRO within seventy two (72) hours of notification of a positive test.
2. Any challenge test will be performed on the untested, second portion of the split sample. The employee may request that the MRO direct that a different SAMHSA certified laboratory perform the challenge test.
3. When a sample is tested in a challenge test there will be NO cut-off levels such as those applied in the original testing.
4. The employee must pay any charges or fee's associated with the challenge test.

VII. Laboratory:

For testing urine samples, McCoy Construction will use Medtox Laboratories, Inc. of St Paul, MN, as its primary testing Laboratory. This laboratory is a DHHS-certified laboratory. The laboratory shall test specifically for those drugs and classes of drugs listed in Section 1. McCoy Construction may at it discretion designate another laboratory for urine testing if conditions warrant.

VIII. Laboratory testing methodology:

Initial testing shall be by immunoassay. The initial cutoff levels used when screening urine specimens are those listed in Section 1. All specimens identified as positive on the initial screening test shall be confirmed using gas chromatography/mass spectrometry (GC/MS).

A. All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and GC/MS confirmation test shall be reported to the MRO as positive.

B. When reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

IX. Handling of drug test reports:

The company shall maintain all records related to the administraction and results of the employee drug testing program for a minimum of 5 years except that individual negative results shall be maintained for a minimum of 12 months.

A. Maintain a file for the employer copy of the custody and control form.

B. File test reports in a secure, controlled access file.

C. No information about any individual drug test result shall be released to anyone without the written authorization of the tested employee or employee applicant.

X. Confidentiality and integrity of program:

Chain of custody and specimen possession integrity require the immediate labeling and initialing of the specimen in the presence of the tested employee.

All sample containers received at the laboratory must be in an undamaged condition with a properly sealed, labeled and initialed specimen container in order to be tested and certified by the laboratory. No disciplinary action will be based upon uncertified laboratory results.

A. Confidentiality and the integrity of the employee shall be protected to the extent possible throughout any testing procedure.

B. Only individuals that have a need-to-know shall be advised of the nature of any specific test, result, individual involved, or reason for disciplinary action that might occur.

XI. Test results and disciplinary action:

McCoy Construction will terminate the employee if the confirmed test result shows a positive for any of the substances listed in Section I.

Failure or refusal by any employee to submit to a request for a urine sample, either in conjunction with an accident case, for reasonable cause or as part of the random testing program will be treated the same as a positive test result and the employee will be terminated.

If an employee is caught adulterating a drug or alcohol test, the employee shall be discharged from employment.

Failure of a job applicant to submit to the required drug screen will make the applicant ineligible for employment. A positive result will make an applicant ineligible for employment. If an applicant is caught adulterating a drug or alcohol test, the applicant will be ineligible for employment.

ALCOHOL POLICY

All McCoy Construction employees shall be subject to, but not limited to, alcohol testing for the following:

1. Accident Related.
2. Reasonable Cause.

l. Alcohol testing situations:

A. Accident Related.

Any employee involved in or who may have caused or contributed to an accident shall be required to submit to an alcohol test when reasonable cause exists to suspect the employee may be intoxicated.

If a law enforcement officer conducts an alcohol test under their own authority, it shall be considered to have met the requirements of this policy.

B. Reasonable Cause.

Any employee of McCoy Construction shall be required to have an alcohol test when, in the opinion of a trained supervisor, there exists reasonable cause to believe that the employee has reported to work or is working under the influence of alcohol.

Written documentation as to the nature of the supervisor's reasonable cause shall be created and signed by the supervisor.

When a supervisor has reasonable cause to believe an employee is under the influence of a drug of abuse or alcohol at work, the company shall suspend the employee from performing safety-sensitive duties until such time as a drug or alcohol test is performed and the results of the test are made available.

II. Alcohol testing devices:

All alcohol screening tests will be done with an approved screening device (saliva swap, breath tube) or an Evidential Breath Testing device (breathalyzer). All confirmation alcohol testing will be done with an Evidential Breath Testing device.

III. Location of alcohol testing:

McCoy Construction will designate sites to be used for alcohol testing. Testing will be done at a location as close to the job site as practical.

1. The testing site shall provide enough privacy that the test results cannot be seen or heard by unauthorized persons.

2. All necessary equipment, personnel and materials for testing shall be provided at the test location.

IV. Preparation for alcohol testing:

Any employee that is required to test must be able to show the tester some type of photo identification. If the employee does not have a photo ID with them, a representative of the employer may identify to the alcohol testing technician. The alcohol testing technician must be able to show photo identification to the employee.

V. Screening test:

The tester shall perform an initial screening test of the employee. If the screening test shows an alcohol concentration of less than 0.02, the testing procedure will be complete once the paper work is finished. If the alcohol concentration is 0.02 or greater there must be a separate confirmation test conducted.

VI. In the event a confirmation test is required, the testing technician will instruct the employee not to eat, drink, put any object in his mouth, and to the extent possible, not to belch or burp during the waiting period. The waiting period shall be not less than fifteen

(15) but no more than thirty (30) minutes after the screening test if both tests are done at the same location. Confirmation tests will always be done using an Evidential Breath Testing Device by a trained BAT. Devices approved only for screening tests will not be used for confirmation testing.

VII. Company disciplinary action if the alcohol concentration level is 0.08 or greater:

McCoy Construction will terminate any employee if the alcohol test result shows an alcohol level of 0.08 or greater.

A. Failure or refusal by any employee to submit to a request for an alcohol test, either in conjunction with an accident case or for reasonable cause will be treated the same as a test result of 0.08 or greater.

B. If an employee submits to an alcohol test, and the test shows an alcohol concentration of 0.08 or greater, the employee will be immediately removed from any duties and terminated.

DEFINITIONS

Alcohol- Means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol concentration (or content) – Means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath.

Alcohol use-Means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

Confirmation test – For alcohol testing means a second test, following a screening test with a result of 0.02 or greater, that provides alcohol concentration. For drug testing means a second procedure to identify the presence of a specific drug or metabolite independent of the screening test and which uses a different technique and chemical principle from that of the screen test. (Gas chromatography/mass spectrometry is the confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

Reasonable cause-Means a belief based on facts and inferences based primarily upon, but not limited to (1) Observable phenomena, such as direct observation of use, possession or distribution of alcohol or a controlled substance, or of the physical symptoms of being under the influence of alcohol or a controlled substance, such as, but not limited to slurred speech, dilated pupils, odor of an alcoholic beverage or a controlled substance, changes in affect or dynamic mood swings; (2) a pattern of abnormal conduct, erratic or aberrant behavior or deteriorating work performance such as frequent absenteeism, excessive tardiness or recurrent accidents, that appears to be related to the use of alcohol or a controlled substance and does not appear to be attributable to other factors; (3) the identification of an employee as the focus of a criminal investigation into unauthorized possession, use or trafficking of a controlled substance; (4) a report of use of alcohol or a controlled/substance provided by a reliable and credible source; and (5) repeated or flagrant violations of the safety or work rules of the employee's employer, that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appears to be related to the use of alcohol or a controlled substance and that does not appear attributable to other factors.

Refuse to submit (to an alcohol or drug test)- Means that an employee (1) fails to provide adequate breath for testing without valid medical explanation, (2) fails to provide adequate urine for drug testing without a valid medical explanation, or (3) engages in conduct that clearly obstructs the testing process.

Safety-sensitive duty-Means any task or duty fraught with such risks of injury to the employee or others that even a momentary lapse of attention or judgment, or both, can lead to serious bodily harm or death.

Screening test (also known as initial test)- In alcohol testing, it means an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system. In drug testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

McCoy Construction
Rt. 1, Box 1-1A
Salt Rock, WV 25559

Client#: 537041 18MCCOYCON

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/26/08

PRODUCER
EB&T-Carson Insurance Services
601 Tennessee Avenue (25302)
P.O. Box 6273
Charleston, WV 25362

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
McCoy Construction Co.
Rt 1 Box 1-1A
Salt Rock, WV 25559

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Bricksteet Mutual Insurance Company	RSDI
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1002433305	06/26/08	06/26/09	X WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$100,000
						E.L. DISEASE - EA EMPLOYEE	$100,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Verification of Insurance

CERTIFICATE HOLDER

State of West Virginia
Department of Environmental
Protection
Oak Hill, WV 25901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Sammy D. Fahy

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

CONTRACT #1 – RAGLAND WATER LINE EXTENSION
MINGO COUNTY, WEST VIRGINIA

DEP NO. 13258

Item	Quantity	Description with	Unit Price	Total Price
1	1 LS	Mobilization/Demobilization Fourty thousand Dollars zero Cents	40,000.00	40,000.00
2	1 LS	Videotaping of Project Area Eight thousand Dollars zero Cents	8000.00	8000.00
3	1 LS	Erosion and Sediment Control Eight thousand Dollars zero Cents	8000.00	8000.00
4	14,623 LF	6" PVC C-900 CL-150 Water Line Twenty Dollars zero Cents	20.00	292,460.00
5	235 LF	6" D.I.P. CL-55 Ball and Socket w/Mega Lugs and Concrete Anchors One hundred & thirty Dollars zero Cents	130.00	30,550.00
6	4,434 LF	2" PVC SDR-17 CL-250 Sixteen Dollars zero Cents	16.00	70,944.00
7	79 LF	1" SDR-9 Polyethylene Service Tubing (Open Cut) Sixteen Dollars zero Cents	16.00	1264.00
8	58 LF	1" SDR-9 Polyethylene Service Tubing (Bore & Jack) Thirty Dollars zero Cents	30.00	1740.00
9	1402 LF	3/4" SDR-9 Polyethylene Service Tubing (Open Cut) Sixteen Dollars zero Cents	16.00	22,432.00

10	278 LF	3/4" SDR-9 Polyethylene Service Tubing (Bore & Jack) Thirty Dollars zero Cents	30.00	8340.00
11	131 LF	12" Steel Casing (Bore & Jack) w/Casing Spacers One hundred & seventy Dollars ZERO Cents	170.00	22,270.00
12	74 LF	12" Steel Casing (Open Cut) w/Casing Spacers one hundred & fifty Dollars zero Cents	150.00	11,100.00
13	116 LF	4" Steel Casing (Bore & Jack) w/Casing Spacers Seventy Dollars zero Cents	70.00	8120.00
14	42 LF	2" PVC SDR-17 CL-250 Casing through Creek (Open Cut) Fourty Dollars zero Cents	40.00	1680.00
15	9 EA	6" MJ Gate Valve w/Box and Lid, Complete in Place Seven hundred & fifty Dollars zero Cents	750.00	6750.00
16	5 EA	2" MJ Gate Valve w/Box and Lid, Complete in Place Five hundred Dollars zero Cents	500.00	2500.00
17	1 EA	Tie-In to Existing Mainline, Complete in Place Five thousand Dollars zero Cents	5000.00	5000.00
18	5 EA	Fire Hydrant Assembly, Complete in Place Two thousand eight hundred Dollars zero Cents	2800.00	14,000.00
19	56 EA	Installation of New Customer Meter Setting w/HPMS, Complete in Place Six hundred & seventy Dollars zero Cents	670.00	37,520.00
20	2 EA	Leak Detection Meter Assembly, Complete in Place One thousand five hundred Dollars Cents	1500.00	3000.00

21	1 LS	25 GPM Booster Station Including Piping from Mainline to Booster Station, Complete in Place Eight-Four thousand sixhundred & twenty-four dollars Dollars zero Cents	84,627.00	84,627.00
22	5 EA	2" Hidden Flushing Hydrant Assembly, Complete in Place One thousand fivehundred Dollars zero Cents	1500.00	7500.00
23	74 LF	WVDOH Type "A" Trench Repair One hundred Dollars zero Cents	per 100.00	7400.00
24	179 LF	HLBC Driveway Repair Fifty Dollars per zero Cents	50.00	8950.00
25	1 EA	84" CMP Culvert Nine Thousand Dollars zero Cents	9000.00	9000.00
26	1 LS	Radio Controlled Telemetering Seventy-two thousand Dollars zero Cents	72,000.00	72,000.00

TOTAL BID Seven hundred eighty-five thousand one hundred fourty-seven dollars & zero cents

($ 785,147.00)

Keith McCoy

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

NOTE: The Contractor's Unit Prices shall include purchase and installation, complete in place, per Bid item in accordance with the detailed Specifications. Bids shall include 6% WV Sales tax, and all other applicable taxes and fees.

METHOD OF AWARD

If at the time this contract is to be awarded, the lowest base Bid submitted by a qualified, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the Contract, the construction Contract will be awarded. If such Bids exceed such amount, the Owner may reject all Bids. The Contract will be awarded on the lowest responsible base Bid. Alternative Bid prices given will not be considered in determination of the successful low Bid.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.