MCCOURT & SON CONSTRUCTION, INC. 2790 CENTRALIA ROAD SUTTON, WV 26601 VOICE: 304-765-5288

FAX: 304-765-5293

FAX TRANSMISSION.

TO: State of WV-f	Furchasing Divison - Chuck	Bowman
FAX NUMBER: 304-558	3-3970 DATE: 10 15 09	And the second s
FROM: Tommy M	ic Court	. 1 1 1/4
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REMARKS:		
Sealed	Bid Enclosed RFQ NoDE 14772 Buyer: Chuck Booman Bid Opening Date: 10(15)09	and and a
	Bid Opening Time: 1:30	
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	PURCHASING DIVISION 2019 WASHINGTON STREET EAST P O BOX 50130	02 &
	CHARLESTON WV 25305-0130	



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

Request for

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CHUCK BOWMAN 304-558-2157

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

SUTTON WV 26601

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

ADORESS CORSESPONDENCE TO ATTENTION OF THE

TERMS OF SALE SHIP VIA FOB. FREIGHTTERMS DATE PRINTED 09/01/2009 BID OPENING DATE: 01:30PM BID OPENING TIME 10/15/2009 AMOUNT QUANTITY ITEM NUMBER UNITPRICE UNE UOP: 962-73 0001 JB \$131,100.00 7 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES 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-ACRE ABANDONED MINE PROJECT KNOWN AS THE "CROOKED FORK HIGHWALL #2" PROJECT LOCATED NEAR WESTON, WEST VIRGINIA, (LEWIS CO.). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 10:00 AM. ALL INTERESTED PARTIES ARE 09/17/09 FAILURE TO ATTEND TH REQUIRED TO ATTEND THIS MEETING. MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF NO ONE PERSON MAY REPRESENT MORE THAN ONE THE BID. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT BIDDER. TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE DEFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY FAILURE TO PROVIDE YOUR COMPANY AND PRE-BID. REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. SEE REVERSE SIDE PORTERMS AND CONDITIONS 10/15/09 TELEPHONE 304-765-5288 ADDRESS CHANGES TO BE NOTED ABOVE 55-062-4840 President WHEN RESPONDING TO REQ, 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 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover 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 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 case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- **5. 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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TITLE

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

MCCOURT & SON CONSTRUCTION INC

304 765 5288

Request for AFONUMBERS

DEP14772

CHUCK BOWMAN 304-558-2157

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

ADDRESS CORRESPONDENCE TO ALTENTION OF THE

SUTTON WV 26601

2790 CENTRALIA ROAD

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F.O.B FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA 09/01/2009 01:30PM BID OPENING TIME BID OPENING DATE: 10/15/2009 AMOUNT UNITARICE ITEM NUMBER .. QUANTITY y suine (e) (e) .NO ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER. ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNIAL PORTION OF THE PRE-BID, WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID, WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET. DIRECTIONS TO PREBID: FROM 1-79, TAKE EXIT 91 (ROANOKE). TURN LEFT OFF THE EXIT RAMP AND TRAVEL 0.3 MILE TO THE GOOSEPEN ROAD CO. RT. 21. TURN LEFT ON GOOSEPEN ROAD AND TRAVEL 0.9 MILE BEARING RIGHT ONTO CROOKED RUN ROAD COUNTY RT. 20/9 (NOT LABELED). FOLLOW CROOKED RUN ROAD FOR 2.3 MILES TO THE SITE ON THE LEFT. THE SITE IS LOCATED TO THE LEFT OF A 2-STORY FARMHOUSE THAT SETS ACROSS THE STREAM. PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AMLER, 601 57TH ST., SE, CHARLESTON, WV 25304, PH. 304-926-0485 UPON PAYMENT OF \$10.00 NON-REFUNDABLE PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED. EXHIBIT 5 WEST VIRGINIA CODE 21-110-5 PROVIDES THAT: ANY SOLICI-TATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF SEE REVERSE SIDE FOR TERMICAND CONDITIONS TELEPHONE SIGNATURE

ADDRESS CHANGES TO BE NOTED ABOVE



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

Request for

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CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

304-926-0499 25304

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SUTTON WV 26601

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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 DEP14772

CHUCK BOWMAN

MCCOURT AND SON

304-558-2157

304 765 5288 ***709052008** MCCOURT & SON CONSTRUCTION INC 2790 CENTRALIA RUAD SUTTON WV 26601

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

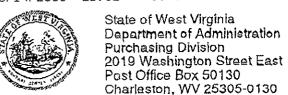
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ABBRESS CORRESPONDENCE TO ATTENTION OF

DATE PRINTED TERMS OF SALE SHIP VIA \$ 4. **6. F.O.B**&&&& 09/01/2009 BID OPENING DATE: BID OPENING TIME 01:30PM 10/15/2009 AMOUNE SEE TOLINE ÛÖP UNITPRICE ITEM NUMBER QUANTITY. (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.) BUILDER'S 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. FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF (XX) BONDS: 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 BOND WILL ONLY BE ALLOWED FOR PROJECTS PERSONAL OR BUSINESS CHECKS ARE NOT UNDER \$100,000. 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. REV. 11/00 AML CONTRACTOR INFORMATION FORM OMB #1029-0119 CEXPIRATION 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS \$\$.15110011(1.14835-\$X-350-X-\$-119-11) DATE TELEPHONE SIGNATURE

MCCOURT AND SON

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CHUCK BOWMAN	•
304-558-2157	

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

SUTTON WV 26601

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

DATE PRINTED TERMS OF SALE .. FREIGHT TEAMS \$HIP VIA (separa il 1915 filo el 1765, masti) 09/01/2009 BID OPENING DATE: 10/15/2009 BID OPENING TIME 01:30PM CAT LINE QUANTITY. UOP: ITEM NUMBER UNIT PRICE AMOUNT THIS IS A REQUIREMENT UNDER 30 CFR 874.16. CONTRACTOR. 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, 1900 KANAWHA BLVD. E, BLDG. 6, RM 749-B, CHARLESTON, WV 25305, PH. 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! McCourt & Son Construction Inc. CONTRACTORS LICENSE #: . WV001913.... THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT. APPILICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304-765-5288 70/15/09 President 55-062-4840 ADDRESS CHANGES TO BE NOTED ABOVE



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

Request for REQUIMBER

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A LOCADDRESS CORRESPONDENCE TO ATTENTION OF CHUCK BOWMAN 304-558-2157

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

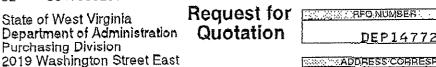
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26601 SUTTON WV

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CHUCK BOWMAN	
<u> </u>	
304-558-2157	

ADDRESS CHANGES TO BE NOTED ABOVE

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

Post Office Box 50130 Charleston, WV 25305-0130

SUTTON WV 26601

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

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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 BFONUMBER

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CHUCK BOWMAN 304-558-2157

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ADDRESS CORRESPONDENCE TO ATTENTION C	F:
CHUCK BOWMAN	
04-558-2157	·

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

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

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

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ADDRESS CORRESPONDENCE TO ATTENTION OF IT CHUCK BOWMAN 309-558-2157

*709052008 MCCOURT & SON CONSTRUCTION INC 2790 CENTRALIA ROAD SUTTON WV 26601

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

DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHT TEAMS 09/01/2009 BID OPENING DATE: 10/15/2009 BID OPENING TIME 01:30PM LINE QUANTITY · UOP : ITEM NUMBER UNITERICE AMOUNT I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. SIGNATURE McCourt & Son Construction Inc. ... COMPANY 10/15/09 ...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 TELEPHO 10/15/09 SIGNATURE 304-765-5288 ADDRESS CHANGES TO BE NOTED ABOVE 55-062-4840 President



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Quotation

MCCOURT AND SON

Request for AFONUMBER.

PAGE 17

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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

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

DEP14772

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

SUTTON WV 26601

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State of West Virginia Department of Administration
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Request for AFOINUMBER Quotation

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

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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 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover 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 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 case 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

***709052008**

SUTTON WV

2790 CENTRALIA ROAD



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

MCCOURT & SON CONSTRUCTION INC

26601

304 765 5288

Request for Quotation

. AFQ NUMBER

CHUCK BOWMAN

304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

25304 304-926-0499 EREIGHT TERMS TERMS OF SALE SHIP VIA. DATE PRINTED 09/01/2009 BID OPENING DATE: BID OPENING TIME 01:30PM 10/15/2009 GAT. NO ITEM NUMBER UNIT PAICE AMQUNT OUANTITY UOP: LINE \$434,100.00 DEP14772 ***** TOTAL: THIS IS THE END OF RFQ **** SEE REVERSE SIDE FOR TERMS AND CONDITIONS 304-765-5288 SIGNATURE 10/15/09

1

Crooked Fork Highwall #2 Requisition DEP14772 REVISED Contractor Bid Sheet

Company l	Name: McCourt & Son Construction Inc
Address:_	2790 Centralia Road
	Sutton WV, 26601

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.	Qty	Unit	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	1	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	LS	\$8,000.00
2.0	1	LS	Construction Layout (Limited to 5% of Total Bid)	LS	\$5,000.00
3,0	l	LS	Quallity Control (Limited to 3% of Total Bid)	LS	\$3,000.00
4.1	1	LS	Site Preparation (Limited to 10% of Total Bid)	LS	\$10,000.00
4.2	50	TON	Crusher Run Stone	\$35.00	\$1,750.00
5.0	1,200	LF	Sediment Control	\$3.00	\$3,600.00
6.0	1	AC	Revegetation		0 \$1,750.00
7.1	822	LF	12' Riprap Channel		\$73,980.00
7.2	40	LF	4' Riprap Channel	\$62.00	\$2,480.00
7.3	1	LS	Channel Crossing		0 \$2,000.00
7.4	60	LF	Stream Bank Protection	\$54,00	
7.5	1	LS	Temporary Stream Crossing	\$6,200.0	0 \$6,200.00
11,1	150	LF	3'x3'Underdrain (12" PVC SDR 35)		\$9,600,00
11.2	50	LF	Conveyance Pipe (12" PVC SDR 35)	\$10.00	\$500.00
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****	*****	*****	& TOTAL	*************************************	\$131,100.00

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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: Ger	neral Information	•			
Address:	NameMcCourt & So 2790 Centralia R ton Stat 4-765-5293	e: MV	Zip Code: 26601	Phone: <u>304-</u>	765-5288
Part B: Le	gal Structure		·		
(x) Corpora		orletorship	() Partnership	()LLC	
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Date	10/15/09	S	ignature	Me AL	Title Presiden
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Date: 7-Jul-2006

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(139788) MCCOURT & SON CONSTR INC

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Agéncy	Purchasing	Division
RÊQ.P	D#_DEP1	4772

स्वतान्	OND
KNOW ALL MEN BY THESE PRESENTS, That We, the un	es Principal, and Interchance continue Company
or 2100 Fleur Drive, Des Molnes, lowa 50321 a c	orporation organized and existing under the laws of the State of
lowe with its principal office in the City of Des Moine of West Virginia, as Obliges, in the penal sum of Five Percent of well and fruly to be made, we jointly and severally bind nurselves, or	as Surely, are held and firmly bound unto the State the Amount (%) (5%)
•	
The Condwon of the above obligation is such that whereas Department of Administration a certain bid or proposal, attached her DEP 14772 - Crooked Fork Highway #2	the Principal has submitted to the Purchasing Section of the rate and made a part hereof, to enter this a contract in writing for
hereto and shall furnish any other bonds and insurance required by agreement accepted by the acceptance of said bid, then this obligation and effect. It is expressly understood and agreed that the list exceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby sliphieles and a vay impaired or affected by any extension of the time within which waive notice of any such extension.	agrees that the obligations of sale Surely and its bond shall be in no the Obligations of sale Surely and its bond shall be in no the Obligations are such bid, and said Surely does hareby unlo set their hands and seats, and such of them as are corporations
have caused their corporate seals to be affixed hereuinto and these	presents to be signed by their proper officers, this
15th day of October 20 09	
Principal Corporate Seal	McCourt & Son Construction, Inc. (Name of Principal)
	(Most be President or Vice President) President (Title)
Surety Corporate Seal	Merchanis Bonding Company (Name of Surely) Charles C Martin Attorney-in-Fact Charles C Martin

IMPORTANT — Surely executing bonds must be licensed in West Virginia to transact surely insurance. Ruised corporate seats must be affixed, a power of attorney must be attached.



Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of lows, and having its principal office in the City of Des Moines, County of Polk. State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Charles C. Martin, James F. Oakes, Lavonne Sherrod, Karen Hutson

its true and lawful Attorney-In-Fact, with full power Tennessee Knoxville and State of and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION FIVE HUNDRED THOUSAND (\$2,500,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-In-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws edopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

in Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 17th day of , 2009.

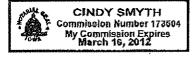


MERCHANTS BONDING COMPANY (MUTUAL)

STATE OF IOWA COUNTY OF POLK 53.

On this 17th day of July , 2009, before me appeared Larry Taylor, to me personally known, who being by me duly aworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, lows, the day and year first above written.



Notary Public, Polk County, lowe

STATE OF IOWA COUNTY OF POLK ss.

I. Willam Wamer, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked. In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 15th October, 2009,



()72



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF WEST VIRGIN	IA,
COUNTY OF Braxton	
I, <u>Tommy McCourt</u> state as follows:	, after being first duly sworn, depose and
1. I am an employee of	McCourt & Son Construction Inc. ; and,
. ,	(Company Name)
2. I do hereby attest th	at McCourt & Son Construction Inc. (Company Name)
	tten drug free workplace policy and that such ce with West Virginia Code §21-1D-5.
The above statements are s	sworn to under the penalty of perjury. McCourt & Son Consttuction Inc.
	(Company Name)
·	By: President Title:
	Date: 10/15/09
Taken, subscribed and swor	rn to before me this 15 day of October.
By Commission expires	a Ospiel 6. 2019
Official Séal Notary Public, State of West Virginia Bernadette Gaddy Rt 1 Box 30 Frametown, WV 26623 My commission expires April 6, 2019	Bernodette Haddef
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THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

P20

RFQ No.	DEP1	4	7	7	2
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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name:	McCourt	& Son	Construction	Inc.			
Authorized Signa	ture:		JOBNE 1		Date:	10/15/09	
Purchasing Affidavit (Revised 01/01/09)		,				