



MCCOURT & SON CONSTRUCTION, INC.  
 2790 CENTRALIA ROAD  
 SUTTON, WV 26601  
 VOICE: 304-765-5288  
 FAX: 304-765-5293

RECEIVED  
 2010 JUN -2 P 12:08  
 PURCHASING DIVISION  
 STATE OF WV

FAX TRANSMISSION

TO: State of WV - Purchasing Division - Chuck Bowman

FAX NUMBER 304-558-3970 DATE: \_\_\_\_\_

FROM: Tommy McCourt

NUMBER OF PAGES TO FOLLOW: 24

REMARKS: \_\_\_\_\_

**Scaled Bid Enclosed**

RFQ Number: \_\_\_\_\_

DEP14890

Buyer: \_\_\_\_\_

CB-23

Bid Opening Date: \_\_\_\_\_

6/2/10

Bid Opening Time: \_\_\_\_\_

1:30

**Mail To:**

WV PURCHASING DIVISION

2019 WASHINGTON ST E

PO BOX 50130

CHARLESTON WV 25305-0130



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

### Request for Quotation

RFQ NUMBER
DEP14890

PAGE
1

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

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

SUTTON WV 26601

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304      304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/09/2010				
BID OPENING DATE: 06/02/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$1,014,340.00
<b>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</b>  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION / OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO ENTER INTO AN OPEN-END RECLAMATION MAINTENANCE CONTRACT WITH THE AGENCY, TO PROVIDE ALL MATERIALS, LABOR, APPROPRIATE EQUIPMENT, AND OTHER NECESSARY SERVICES TO RECLAIM IN AN EXPEDITIOUS MANNER, SURFACE MINE SITES ABANDONED BY THE OPERATOR, AT LOCATIONS AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PER A SCOPE OF WORK THAT INCLUDES, BUT IS NOT LIMITED TO, BACKFILLING, DRAINAGE CONTROL, MINE SEALING, AND REVEGETATION OF SITES LOCATED IN THE COAL PRODUCING COUNTIES OF SOUTHWESTERN WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS AND CONDITIONS, AND BID SCHEDULE.  <b>EXHIBIT 3</b>  <b>LIFE OF CONTRACT:</b> THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-765-5288	6/2/10
TITLE	PEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-062-4840	

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. 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.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **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.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
  14. **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>.
  15. **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, and the West Virginia Insurance Commission. 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.
  16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

RFQ NUMBER
DEP14890

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

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

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/09/2010				
BID OPENING DATE:	06/02/2010	BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE

2

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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**Request for Quotation**

PROJECT NUMBER	PAGE
DEP16890	3
BIDDER'S CONTACT PERSON AND TELEPHONE NUMBER	
CHUCK BOWMAN 304-558-2157	

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**McCourt & Son Construction, Inc.**  
 2790 Centralia Road  
 Sutton, WV 26601

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	FORM NO. OF SALE	SHIP VIA	EST.	FRIGHT TERMS
05/09/2010				
BID OPENING DATE: 06/02/2010		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>REV. 3/88                      PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, 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.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE,</p>				

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**Request for Quotation**

RFQ NUMBER
DEP14890

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

PROPERTY

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

PROPERTY

ENVIRONMENTAL PROTECTION  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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,		
				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.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM, GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p>						
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'





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**Request for Quotation**

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

BIDDING

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

BIDDING

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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR SOUTH WESTERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ. FOR PREVAILING WAGE RATES, PLEASE VISIT: <a href="http://www.sos.wv.gov/administrative-law/wagerates">HTTP://WWW.SOS.WV.GOV/ADMINISTRATIVE-LAW/WAGERATES</a></p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>BID BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH THE BID. 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. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE BID BOND.</p> <p>LIQUIDATED DAMAGES: ACCORDING TO WV CODE 5A-3-4(8), THE VENDOR AGREES THAT LIQUIDATED DAMAGES SHALL BE IMPOSED AT THE RATE OF \$100.00 PER DAY, FOR FAILURE TO PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE OF THE CONTRACT. THIS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR DEP'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR DEP MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR.  EXHIBIT 10  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 NOS.: NO. 1 ..... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.  .....SIGNATURE .....COMPANY .....DATE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-765-5288	6/2/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-062-4840	

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



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REV. 11/96		
				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. TELEPHONE: (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 NO.: WV001913.....		
				THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT		
				APPLICABLE LAW		
				THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, 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		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-765-5288	6/2/10
TITLE	FED	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-062-4840	

WHEN RESPONDING TO REQ 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
DEP14890

PAGE
9

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

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

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/09/2010				

BID OPENING DATE: 06/02/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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.  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.  REV. 1/2005  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:  SEALED BID  BUYER: CB-23 REQ. NO.: DEP14890 BID OPENING DATE: 06/02/2010 BID OPENING TIME: 1:30 PM						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED "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  
**DEP14890**

PAGE  
**10**

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

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

ENVIRONMENTAL PROTECTION  
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 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/09/2010				
BID OPENING DATE: 06/02/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: --304-765-5293--						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: --Tommy McCourt--						
***** THIS IS THE END OF RFQ DEP14890 *****						TOTAL: \$1,014,340.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tommy McCourt</i>	TELEPHONE 304-765-5288	DATE 6/2/10
TITLE President	FEIN 55-062-4840	ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23	REQ. OR PO NO. DEP 1489011
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36 STATE OF WEST VIRGINIA  
 Rev. 02/97 PURCHASING CONTINUATION SHEET  
 VENDOR:

CONTRACT

FOR

DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION SITES  
 RECLAMATION/MAINTENANCE SERVICES  
 SOUTH WESTERN COUNTIES

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION  
 601 57<sup>th</sup> Street, SE  
 CHARLESTON, WEST VIRGINIA 25304  
 TELEPHONE 304-926-0499

Maximum Annual Expenditures  
 This contract shall not exceed \$500,000.00

Maximum Project Expenditures  
 This contract shall not exceed \$25,000.00 per project

BUYER CB-23	REQ. OR PO NO. DEP 14890	12
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
 Rev. 02/97 PURCHASING CONTINUATION SHEET  
 VENDOR:

CONTRACTUAL INFORMATION & REQUIREMENTS

Article I - Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services for all the scope of work required in this contract.

Article 2 - Location of Work-South Western Counties

The area of work shall include the South Western Counties of West Virginia. The counties listed below are the coal producing counties in the area of work and those in parenthesis represent where most of the work required in this contract is located.

- |            |              |
|------------|--------------|
| 1. Putnam  | 6. (Kanawha) |
| 2. (Clay)  | 7. (Logan)   |
| 3. (Boone) | 8. Lincoln   |
| 4. (Mingo) | 9. (Mason)   |
| 5. Cabell  | 10. (Wayne)  |

Article 3 - Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Special Reclamation" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Special Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word "Contractor" refers to the person or company contracting with State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.
- F. The word "Director" is used to mean the Director of the Division of Land Restoration, Department of Environmental Protection, and shall be considered to be the State's authorized representative.

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BUYER CB-23	REQ. OR PO NO. DEP 14890
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

#### Article 4 - Ordering Procedure

- A. This is an open end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the Director or his representative, for the Office of Special Reclamation, West Virginia Department of Environmental Protection by issuance of a work directive, which shall include the name of the project site, permit number, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. No work shall be performed until a notice to proceed has been issued by the State.

#### Article 5 - Delivery

- A. The contractor shall complete the specified reclamation/maintenance work in accordance to each work directive. The contractor shall give an invoice to the Department of Environmental Protection representative upon completion of each work directive.
- B. Inspections of each project will be made by the Director or his authorized representative as work is completed. A final inspection will be made when all work is completed. A warranty inspection will be conducted on each project during the warranty period. Consideration will be made during the warranty period for unforeseen and unanticipated conditions encountered.
- C. Acceptance criteria will be based on all work being completed as requested in the work directive.

#### Article 6 - General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project, if needed.
- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative.
- E. In accomplishment of services to fulfill the requirements of the work directive, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, and federal environmental and occupational health and safety regulations pertinent to the work.
- F. The contractor shall provide written work reports on any / all projects at the request of the Director or the Office of Special Reclamation (OSR) authorized representative. Work reports will provide information necessary to



BUYER CE-23	REQ. OR PO NO. 14 DEP 14890
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

evaluate the overall project and may include (but not be limited to): type of equipment on site, equipment hourly use readings, man hours utilized, details of specific work performed at the site, specific problems encountered at the site, start and end times and date(s) of service. Report forms will be provided by OSR or approved for use by OSR prior to use and submittal. Work reports will be constructed to illustrate day-by-day activity on the project and provide all required criteria.

#### Article 7 - Costs and Payments

A. Payment to the contractor will be made on the following basis:

1. Unit Pricing

Item - As directed by the State in specific work directive.

Estimated Quantity - As agreed to prior to issuing a Notice to Proceed on the Work Directive. Payment is to be actual quantity used, not to exceed the estimated quantity approved in the work directive.

Unit Price - As provided by the Offeror in the proposal.

B. The contractor shall invoice on specified DEP forms to the department after completion of work specified in the work directive; final inspection has been made; and the work is accepted by the department. All invoices shall show the actual quantities used at the unit prices approved as provided by the Offeror in the proposal. Projects must be invoiced only once, unless prior approval of the DEP is obtained.

#### Article 8 - Changes in the Contract

A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions. All such changes in the work shall be authorized by a change order. A change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:

- 1) By mutual acceptance of a lump sum properly itemized.
- 2) By unit prices stated in the contract documents or subsequently agreed upon.

All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

Labor for operating equipment and installing materials shall be incidental to each item.

Labor - The contractor shall pay the West Virginia State Department of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.

BUYER CB-23	REQ. OR PO NO. DEP 14890
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT																		
1.0	200 HRS	Crawler Dozer-Caterpillar D-8N or equiv. with 285 minimum flywheel horsepower, equipped with a U-Type Dozer Blade	\$145.00 PER HR	\$29,000.00																		
2.0	200 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$135.00 PER HR	\$27,000.00																		
3.0	200 HRS	Crawler Dozer-John Deere 450D or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$110.00 PER HR	\$22,000.00																		
4.0	100 HRS	Crawler Loader - Caterpillar 931C or equiv. - 67HP w/std 1.05 yd bucket	\$115.00 PER HR	\$11,500.00																		
5.0	100 HRS	Backhoe Loader, Rubber-Tired-60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket size-minimum 6.0 cubic feet	\$110.00 PER HR	\$11,000.00																		
6.0	200 HRS	Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket	\$165.00 PER HR	\$33,000.00																		
7.0	200 HRS	Hydraulic Excavator - Backhoe - Long Reach, John Deere 790 BLC or equiv. with 155 minimum flywheel horsepower, maximum reach at ground level 59 feet, equipped with standard bucket.	\$185.00 PER HR	\$37,000.00																		
8.0	100 HRS	Wheel loader-Caterpillar 988B or equiv. with 375 minimum flywheel horsepower, 7 cubic yard minimum bucket	\$100.00 PER HR	\$10,000.00																		
9.0	200 HRS	Truck, Off-Highway, Caterpillar 769 or equiv. 400 H.P. with minimum 35 ton capacity	\$110.00 PER HR	\$22,000.00																		
10.0	100 HRS	Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$105.00 PER HR	\$10,500.00																		
11.0	200 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$110.00 PER HR	\$22,000.00																		
12.0	100 HRS	Mini excavator - John Deere 35D or equivalent, Rubber tracked, minimum 25 horsepower with a standard 24 inch wide / 4.0 cubic foot capacity bucket and six foot wide blade.	\$130.00 PER HR	\$13,000.00																		
13.0	100 HRS	Tractor with low boy, licensed for 110,000 pounds. This item is intended for mobilization and demobilization of equipment. To include all permits and fees necessary for legal transportation of equipment. All other costs, including break-down and put-together costs of equipment, will be incidental to the other items - per hour. Hourly Rate will be paid one (1) time in and one (1) time out while the truck is loaded for each machine used on project. (Max. Bid \$200/hour)	\$99.00 PER HR	\$9,900.00																		
14.0	100 ACRES	*Seed mixture to be applied after seed bed preparation: <table border="0" style="margin-left: 20px;"> <tr> <td style="text-align: left;"><u>Vegetative Species</u></td> <td style="text-align: left;"><u>Rate/Acre</u></td> </tr> <tr> <td>Birdsfoot Trefoil<sup>2</sup></td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Redtop<sup>4</sup></td> <td>@ 3 lbs/acre</td> </tr> <tr> <td>Ky 31 Fescue<sup>5</sup></td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Wheat or Rye<sup>4</sup></td> <td>@ 50lbs/acre</td> </tr> <tr> <td>Orchard Grass</td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Weeping Lovegrass<sup>3</sup></td> <td>@ 2 lbs/acre</td> </tr> <tr> <td>Red Clover</td> <td>@ 10 lbs/acre</td> </tr> <tr> <td>Foxtail Millet<sup>3</sup></td> <td>@ 12 lbs/acre</td> </tr> </table>	<u>Vegetative Species</u>	<u>Rate/Acre</u>	Birdsfoot Trefoil <sup>2</sup>	@ 15 lbs/acre	Redtop <sup>4</sup>	@ 3 lbs/acre	Ky 31 Fescue <sup>5</sup>	@ 15 lbs/acre	Wheat or Rye <sup>4</sup>	@ 50lbs/acre	Orchard Grass	@ 15 lbs/acre	Weeping Lovegrass <sup>3</sup>	@ 2 lbs/acre	Red Clover	@ 10 lbs/acre	Foxtail Millet <sup>3</sup>	@ 12 lbs/acre	\$600.00 PER ACRE	\$60,000.00
<u>Vegetative Species</u>	<u>Rate/Acre</u>																					
Birdsfoot Trefoil <sup>2</sup>	@ 15 lbs/acre																					
Redtop <sup>4</sup>	@ 3 lbs/acre																					
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Red Clover	@ 10 lbs/acre																					
Foxtail Millet <sup>3</sup>	@ 12 lbs/acre																					

BUYER CB-23	REQ. OR PO NO. DEP 14890	16
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15.0	100 ACRES	*Seed mixture for Vegetation Enhancement <u>Vegetative Species<sup>1</sup></u> <u>Rate/Acre</u> Birdsfoot Trefoil <sup>2</sup> @5 lbs/acre Ky 31 Fescue <sup>5</sup> @5 lbs/acre Red Clover      @5 lbs/acre	\$85.00 PER ACRE	\$8,500.00
16.0	100 ACRES	*Additional seed mixture for woodland post-mining land use projects. <u>Vegetative Species<sup>1</sup></u> <u>Rate/Acre</u> Black Locust <sup>2</sup> @3 lbs/acre  (REFERENCE FOR ITEM NUMBERS. 14.0, 15.0, & 16.0)  1. Seeding rate suggested is for pure live seed (pls) in pounds per acre. 2. Herbaceous legumes must be treated with the appropriate bacterium before seeding. 3. Spring mix 4. Fall mix 5. Certified endophyte free variety * Quality and quantity inspection required prior to installation.	\$10.00 PER ACRE	\$1,000.00
17.0	500 TONS	Agriculture Lime - 85% CaCO <sub>3</sub> /Acre	\$35.00 PER TON	\$17,500.00
18.0	200 TONS	Fertilizer, 10-20-10	\$620.00 PER TON	\$124,000.00
19.0	200 TONS	Fertilizer, 18-46-0	\$650.00 PER TON	\$130,000.00
20.0	200 TONS	Mulch, Wood Fiber	\$330.00 PER TON	\$66,000.00
21.0	200 TONS	Mulch, hay or straw	\$45.00 PER TON	\$9,000.00
22.0	200 TONS	Stone, 2" limestone, delivered to site	\$30.00 PER TON	\$6,000.00
23.0	200 TONS	Stone, No. 57 limestone, delivered to site	\$30.00 PER TON	\$6,000.00
24.0	200 TONS	Stone, shot limestone, delivered to site	\$36.00 PER TON	\$7,200.00
25.0	200 TONS	Crusher Run limestone, delivered to site	\$30.00 PER TON	\$6,000.00
26.0	200 TONS	4" x 8" Limestone, delivered to site	\$32.00 PER TON	\$6,400.00
29.0	200 Tons	6" x 30" riprap limestone, delivered to site	\$35.00 PER TON	\$7,000.00
27.0	200 Tons	4" x 8" sandstone, delivered to site	\$40.00 PER TON	\$8,000.00
28.0	200 Tons	6" x 30" riprap sandstone, delivered to site	\$45.00 PER TON	\$9,000.00
30.0	200 TON	Stone, 2" sandstone, delivered to site	\$35.00 PER TON	\$7,000.00
31.0	200 TON	Stone, Shot sandstone, delivered to site	\$45.00 PER TON	\$9,000.00

BUYER CB-23	REQ. OR PO NO. DEP 14890	17
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
32.0	100 LF	Pipe, 12" schedule 40 P.V.C.	\$ 9.00 PER LF	\$900.00
33.0	10	Pipe, 12" 45° Schedule 40	\$ 75.00 EACH	\$750.00
34.0	10	Pipe, 12" 90° Schedule 40	\$150.00 EACH	\$1,500.00
35.0	10	Pipe, 12" Cap Schedule 40	\$40.00 EACH	\$400.00
36.0	10	Pipe, Tee, 12" Schedule 40 P.V.C.	\$120.00 EACH	\$1,200.00
37.0	100 LF	Pipe, 6" Solid Schedule 40 Pipe	\$ 6.00 PER LF	\$600.00
38.0	100 LF	Pipe, 6" Perforated Schedule 40 Pipe	\$ 9.00 PER LF	\$900.00
39.0	100 LBS	Bentonite - Sealer	\$ 1.75 PER LB	\$175.00
40.0	10	Pipe, 6" "T" Schedule 40	\$25.00 EACH	\$250.00
41.0	10	Pipe, 6" Screw on Cap Schedule 40	\$ 8.50 EACH	\$85.00
42.0	10	Pipe, 6" solid end cap Schedule 40	\$12.00 EACH	\$120.00
43.0	10	Pipe, 6" 45° Schedule 40	\$20.00 EACH	\$200.00
44.0	10	Pipe, 6" Connector Schedule 40	\$ 7.00 EACH	\$70.00
45.0	10	Pipe, 6" 90° Schedule 40	\$16.00 EACH	\$160.00
46.0	10	Pipe, 6" 22-1/2° Schedule 40	\$20.00 EACH	\$200.00
47.0	100 LF	Pipe, 6" solid flexible pipe	\$ 6.00 PER LF	\$600.00
48.0	100 LF	Pipe, 12" solid flexible pipe	\$12.00 PER LF	\$1,200.00
49.0	100 LF	12 inch HI-Q corrugated culvert - 20 foot section	\$150.00 EACH	\$15,000.00
50.0	100 LF	18 inch HI-Q corrugated culvert - 20 foot section	\$300.00 EACH	\$30,000.00
51.0	100 LF	24 inch HI-Q corrugated culvert - 20 foot section	\$450.00 EACH	\$45,000.00
52.0	100 HRS	Water Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$125.00 PER HR	\$12,500.00
53.0	100 HRS	Trash Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$125.00 PER HR	\$12,500.00
54.0	100 HRS	Trash/Sludge high head / high volume pump. 6" dia gas a/o DSL powered with trailer mounting. Godwin HL5M Dri-Prime type or equivalent	\$125.00 PER HR	\$12,500.00

BUYER CB-23	REQ. OR PO NO. DEP 14890
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
55.0	100 HRS	Water Pump 4" Dia. gas a/o DSL powered	\$60.00 PER HR	\$6,000.00
56.0	100 HRS	Water Pump 3" Dia. gas a/o DSL powered	\$60.00 PER HR	\$6,000.00
57.0	100 HRS	Water Pump 2" Dia. gas a/o DSL powered	\$60.00 PER HR	\$6,000.00
58.0	100 SQ. YDS	Engineering Fabric for subsurface drainage - in accordance with Section 715.11.4 "Engineering Fabric" of the West Virginia Division of Highways, Standard Specifications Roads and Bridges	\$1.60 PER SQ. YD	\$1,600.00
59.0	100 sq yds	Smooth HPDE Geomembrane - poly-flex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant	\$11.00 PER SQ YD	\$1,100.00
60.0		Utility Relocation - At cost - No Bid Item	NO BID ITEM	NO BID ITEM
61.0	100 HRS	Laborer - To include basic hand tools i.e. shovel, chainsaw, drill, etc., and pump operator as needed with prior approval	\$60.00 PER HR	\$6,000.00
62.0	5 EA	Wooden Weir - Installed per each (8' x 2' treated 2" lumber with 4" x 4" treated supports)	\$300.00 EACH	\$1,500.00
63.0	10 EA	Wooden Fence - Installed per each (8' x 4' treated 2" lumber with 4" x 4" treated supports)	\$400.00 EACH	\$4,000.00
64.0	100 HRS	Truck with snow blade; minimum ¼ ton pickup with 8-foot wide snow blade	\$85.00 PER HR	\$8,500.00
65.0	100 LF	Silt fence - Provide and install to manufacturer's specifications, minimum 24" high to conform to requirements of Section 715.11.5 of the WVDOH Standard Specification	\$ .70 PER LF	\$ 70.00
66.0	100 LF	HAYBALES (not to exceed a max \$5.0 per lf) Haybales will be provided on-site, installed and staked per standard OSR technical specifications.	\$4.00 PER LF	\$400.00
67.0	100 CY	Grout - Provide and install grout to consist of one part Portland cement and three parts sand mixed with water to produce workable consistency. Cement to meet requirements of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of WVDOH Standard Specifications	\$130.00 PER CY	\$13,000.00
68.0	100 CY	Concrete - Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$115.00 PER CY	\$11,500.00
69.0	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$28.00 PER TON	\$2,800.00
70.0	500 SQ YD	Floating baffle curtain - 18 oz rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing- all seams heat sealed. Two (2) minimum 6" x 48" RPS foam float blocks installed per 20 LF (or less) of curtain. Float blocks will be installed in top of curtains and spaced with grommets in between each block. ¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from the edge of water. 5/16 inch stainless chain, heat sealed into bottom of curtain and extended out to each end to point of anchorage. Price will include all labor and materials for installation in pond as required.	\$45.00 PER SQ YD	\$22,500.00

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BUYER CB-23	REQ. OR PO NO. DEP 14890
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
71.0	2,000 LF	Wire mesh fencing - zinc coated (galvanized) iron or steel farm-field (woven wire) fencing. Fencing shall meet the requirements of ASTM A 116, Desing No. 1047-6-9, Zinc Coating Class 1. Where fencing is joined onto existing fence, Type FE-4-5 Oval Sleeve Wire Splices or equivalent splices will be used. Where fencing is attached to posts, 1 1/2 inch galvanized fence staples will be used. Price will include all labor and materials for installation on site, as required.	\$12.00 PER LF	\$24,000.00
72.0	2,000 LF	Fence posts / Bracing posts - all posts will be extreme/severe (minimum AWWA Use Category UC4B or CCA rating of 40 weather treated wood. Square posts will be a minimum of 4 inch x 4 inch. Round posts may be used provided that a minimum of 6 inch diameter is used. Where installed in the ground, posts will be installed a minimum depth of 3 feet with all fill compacted and extended above ground as directed. Price will include all labor and materials for installation on site, as required.	\$6.00 PER LF	\$12,000.00
73.0	4 EACH	Welded steel pipe gate. Gate will be constructed as per the attached specifications. Price will include all materials and labor for installation on-site in variable field conditions.	\$1,800.00 PER EACH	\$7,200.00
		TOTAL		\$43,200.00

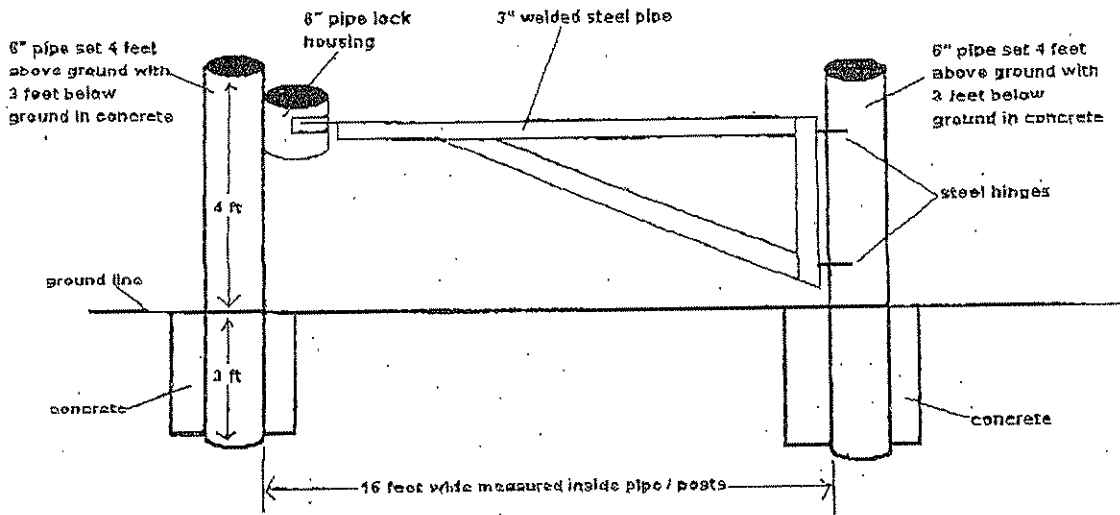
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

## NOTE:

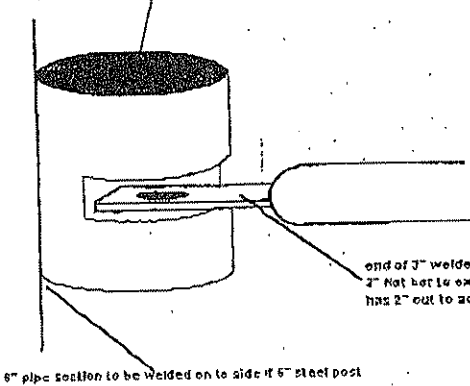
- All items must be bid and bid in unit measure specified in the quantity column.
- Quantities are for bidding purposes only.
- All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
- The quantities are applied for bidding purposes only, actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
- All equipment used must be in good operable condition and be readily available.
- All materials must have approval from a DEP representative.
- Labor for operating equipment and installing materials shall be incidental to each item.
- Labor - The contractor shall pay the West Virginia State Division of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.
- All pipe and fittings are delivered price.
- A warranty period of one (1) year shall commence upon completion and payment of the revegetation item per work directive.

WV-35a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

BUYER CB-23	REQ. OR PO NO DEP 4890	20
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

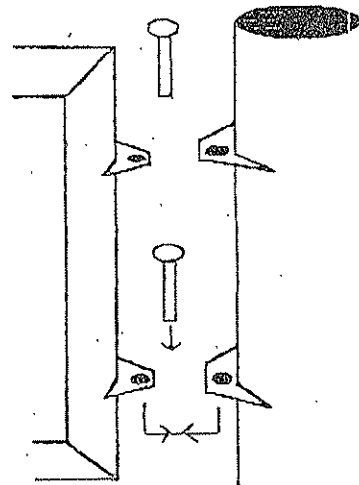


4" dia. x 6" long pipe section for lock housing. top of housing is welded on steel cap



end of 3" welded steel gate with welded on 12" X 2" flat bar to extend into gate housing. 1/2" flat bar has 2" out to accept lock inside housing.

6" pipe section to be welded on to side of 6" steel post



welded 1/2" steel flanges to overlap with 1" hole to align for 1" steel pin to insert. pin will be secured to prevent removal after installation but allow free movement of gate.

Steel pipe will be 1/4" wall thickness for all applications. Posts and housing will be capped with 1/4" welded on plates. Gates will be painted with rust prohibiting primer and finished with 2 full coats of heavy duty latex suitable for exterior metal applications.

OFFICE OF SPECIAL RECLAMATION	
STEEL PIPE GATE DESIGN	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:



Agency Purchasing Division  
REQ # 05 DEPT 1488D

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, McCourt & Son Construction, Inc.  
of 2790 Centrala Road Sutton, WV 26801 as Principal, and Berkley Regional Insurance Company  
of 2100 Fleur Drive, Des Moines, Iowa 50321 a corporation organized and existing under the laws of the State of Iowa  
with its principal office in the city of Des Moines as Surety, are held and duly bound unto the State  
of West Virginia, as Obligor, in the penal sum of Five Thousand and 00/100 Dollars \$5,000.00 for the payment of which,  
well and truly to be made, we jointly and severally for 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, affected hereto and made a part hereof, to enter into a contract in writing for  
DEP 1488D

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 or shall furnish any other bonds and sureties 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 Obligor 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 hereto and these presents to be signed by their proper officers, this  
2nd day of June, 2010.

Principal Corporate Seal

McCourt & Son Construction, Inc.  
\_\_\_\_\_  
(Name of Principal)  
[Signature]  
\_\_\_\_\_  
(Must be President or  
Vice President)  
President

\_\_\_\_\_  
(Title)  
Berkley Regional Insurance Company  
\_\_\_\_\_  
(Name of Surety)  
[Signature]  
\_\_\_\_\_  
Attorney-in-Fact Karen Huison

Surety Corporate Seal

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

**POWER OF ATTORNEY  
 BERKLEY REGIONAL INSURANCE COMPANY  
 WILMINGTON, DELAWARE**

**NOTICE:** The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint James F. Oakes, Lavonne Sherrod, Charles Carlisle Martin or Karen Lynn Hutson of TIS Insurance Services, Inc. of Knoxville, TN

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Ten Million and 00/100 Dollars (\$10,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17 day of March, 2009.

Attest \_\_\_\_\_ Berkley Regional Insurance Company

(Seal)

By Ira S. Lederman  
 Ira S. Lederman  
 Senior Vice President & Secretary

By Robert P. Cole  
 Robert P. Cole  
 Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )  
 ) ss:  
 COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 17 day of March, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

**EILEEN KILLEEN**  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES JUNE 30, 2012 Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 2nd day of June, 2010

(Seal)

Steven Coward  
 Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

RFQ No. DEP14890

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds 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.

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: McCourt & Son Construction Inc.

Authorized Signature: *[Signature]* Date: 6/2/10

State of WV

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 2 day of June, 2010.

My Commission expires April 6, 2019, 20  .

NOTARY PUBLIC

*[Signature]*

