MCCOURT & SON CONSTRUCTION, INC. 2790 CENTRALIA ROAD

SUTTON, WV 26601 VOICE: 304-765-5288

FAX: 304-765-5293

	fax Tr	ANSMISSION	
TO State (of WV-Auchasing	g Divison - Chuck	Bountan
FAX NUMBE	R 304-558-3970	DATE: 6/30/10	
	ommy McCourt PAGES TO FOLLOW:	_	
REMARKS:_	Sealed Bid Enclosed RFQ Number: Buyer: Bid Opening Date: Bid Opening Time:	DEP14904 CB-23 6/30/10	
	Mail To: WV PURCHASING I 2019 WASHINGTOI PO BOX 50130 CHARLESTON WV 2	N ST E	



06/29/2010 22:07

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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

DEP14904

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Becarding the Control of the Control CHUCK BOWMAN <u> 304-558-2157</u>

MCCOURT AND SON

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

TYPE NAME/ADDRESS HERE *709052008 304-765-5288 MCCOURT & SON CONSTRUCTION INC 2790 CENTRALIA ROAD SUITON WV 26601

TERMS OF BALE 9410 Ma DATE PRINTED 05/06/2010 BID OPENING DATE: 01:30PM 06/30/2010 BID OPENING TIME AMOUNT CHANTITY NO. STEM NUMBER UNITOPICE CAINE C 0001 JB 962-73 \$58**7.**929**.2**5 1 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 16-AC ABANDONED MINE PROJECT KNOWN AS THE "CROOKED RUN #5" PROJECT IN CLARKSBURG, WEST VIR-GINIA, (HARRISON CO.). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 06/01/10 a 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND TH MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL THIS WILL SERVE AS THE POTENTIAL BIDDERS TO COMPLETE. OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY FAILURE TO PROVIDE YOUR COMPANY AND 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. REEDEVERSENDERON TERMO AND CONDITIONS TELEPHONE 304-765-5288 6/30/10 SIGNATURE The second ADDRESS CHANGES TO BE NOTED ABOVE TITLE President 55-062-4849

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



Request for Quotation

MCCOURT AND SON

A PRINCIPAL DE LA CONTRACTOR DE LA CONTR CHUCK BOWMAN 304-558-215Z

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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

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Request for

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RFQ COPY TYPE NAME/ADDRESS HERE 304-765-5288 ***709052008**

MCCOURT & SON CONSTRUCTION INC 2790 CENTRALIA ROAD SUITON WV 26601

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

DATE PRINTED. TERMS OF SALE SAID VIA FOLD FOLD - PAGION'S TERMS 05/06/2010 01:30PM BID OPENING TIME 06/30/2010 BID OPENING DATE: AMOUNT LINIT REPUB QUANTITY HOP 7/3 TEM NUMBER LIME THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED UNLESS OTHERWISE SPECIFIED, THE FULLY IS RECEIVED. EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HARRISON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO UNLESS OTHERWISE SPECIFIED IN ISSUANCE OF CONTRACT. SEE MEVENUE AND FOR TERM VAND CONCINENCE ELEPHONE IGNATURE ADDRESS CHANGES TO BE NOTED ABOVE FEN HTU.

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2790 CENTRALIA ROAD



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

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CHUCK BOWMAN 304-558-215Z

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

TYPE NAME/ADDRESS HERE 304-765-5288 *709052008 MCCOURT & SON CONSTRUCTION INC

SUTTON WV 26601 SHIP VIA FACIGHT TERMS DATE PRINTED 05/06/2010 01:30PM BID OPENING TIME DID OPENING DATE: 06/30/2010 item nakaén. amount. LINT PAICE **QUANTITY** HOP LINE 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 LIEW 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 DMB #1029-0119 (EXPIRATION DATE: 01/31/2013) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML THIS IS A REQUIREMENT UNDER 30 CFR 874.16. CONTRACTOR. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE BIGNATURE TELEPHONE

ADDRESS CHANGES TO BE NOTED ABOVE TITLE.



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Request for Quotation

DEP14904

Rudullar de la comparta de la compa 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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MCCOURT & SON CONSTRUCTION INC 2790 CENTRALIA ROAD

SUTTON WV 26601

PREIGHT TEHNO SHIP YIA POB DATE PRINTED TERMS OF BACE 05/06/2010 01:30<u>PM</u> BID OPENING TIME BID OPENING DATE; 06/30/2010 AMOUNT Uniterice THM NUMBER QUANTITY SCHOP LINE 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 THE WEST VIRGINIA CONTRACTORS STATE MUST BE LICENSED. LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B 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: McCourt & son Construction Inc CONTRACTORS NAME: CONTRACTORS LICENSE #: WV.001.91.3 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIDE TO ISSUANCE OF A PURCHASE ORDER/CONTRACT. APPLICABLE 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 PROCUREMENT. SEE/REVERSE SIDE TO HITEHMS AND CONDITIONS ELEPHONE 6/30/10304-765-5288 ADDRESS CHANGES TO BE NOTED ABOVE 55-062-4840

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



TITLE

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

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CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 S7TH STREET SE CHARLESTON, WV 304-926-0499 25304

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*****709052008 304-765-5288

MCCOURT & SON CONSTRUCTION INC 2790 CENTRALIA ROAD SUTTON WV 26601

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MANAGER CONTROL OF THE PROPERTY OF THE PROPERT CHUCK BOWMAN 304-558-2157

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

RFQ COPY TYPE NAME/ADDRESS HERE

*709052008

304-765-5288

MCCOURT & SON CONSTRUCTION INC 2790 CENTRALIA ROAD SUTTON WV 26601

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Request for

DEP14904

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CHUCK BOWMAN 304-558-2157

RFQ COPY TYPE NAME/ADDRESS HERE 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

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304-926-0499

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304-765-5288

MCCOURT & SON CONSTRUCTION INC 2790 CENTRALIA ROAD

Request for Quotation

DEP14904

CHUCK BOWMAN 304-558-2157

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

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Request for Quotation

DEP14904

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CHUCK BOWMAN 304-558-2157

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

25304 304-926-0499

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*709052008	304-765-5288

MCCOURT & SON CONSTRUCTION INC 2790 CENTRALIA ROAD SUTTON WV 26601

DATE PRINTED TERMS OF SALE FOR FREIGHTVERING 05/06/2010 BID OPENING DATE: 06/30/2010 BID OPENING TIME 01:30PM (NE OUANTITY. LIOP TEMMUMBER AMOUND OPENING DATE. ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE DNLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE. REV. 11/96 EXHIBIT 10 REQUISITION NO.: .DEP14904... ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. S: 1 .X.... NO. NO. 2 NO. NO. TELEPHONE 304-765-5288 6/30/10 TITLE **ADDRESS CHANGES TO BE NOTED ABOVE**

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

RFQ COPY

2790 CENTRALIA ROAD

SUTTON WV 26601

***709052008**

TYPE NAME/ADDRESS HERE

MCCOURT & SON CONSTRUCTION INC



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

304-765-5288

Request for Quotation

DEP14904

PARTY AND PRESENTED REPRESENTED WITH THE REAL PROPERTY OF THE 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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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation DEP14904

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ENVIRONMENTAL PROTECTION

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MCCOURT & SON CONSTRUCTION INC 2790 CENTRALIA ROAD

304-765-5288

SUTTON WV 26601

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DEPARTMENT OF OFFICE OF AML&R

CHARLESTON, WV

601 57TH STREET SE

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	TO CONTACT	YOU REGARDI	NG YOUR BID:		
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Project Name

Crooked Run #5 - DEP14904

REVISED Contractor's Bid Sheet

Vendors Name McCourt & Son Construction Inc.

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

TEM NO.	· 1	DESCRIPTION	UNIT PRICE	AMOUNT
			VALUE	AWOUNI
1.0	I L.S.	Mobilization and Demobilization	Turne Cure	\$4E 000 00
····		(Cannot exceed 10% of the Total Amount Bid)	Lump Sum	\$45,000.00
2.0	1 L.S.	Construction Layout Stakes	T C	0
		(Cannot exceed 5% of the Total Amount Bid)	Lump Sun	\$22,000.00
3.0	1 L.S.	Quality Control (Caput exceed 3% of the Total Amount Bid)	Lump Sum	
4.0		Site Preparation	Lump sum	\$13,000.00
4.1	1 L.S.	Site Preparation (Cannot exceed 10% of the Total Amount Bid)	Lump Sum	6:
4.2	340 Ton	Gravel Road Rehabilitation		\$45,000.00
4.3	1 L.S.	Structure Demolition/Debris Removal	\$25,00	\$8,500.00
4.4	3,550 L.F.	Access Road Construction	-183,000.00 -1812.75	\$3,000.00 \$45,262.00
4,5	400 L.F.	Fence Replacement		
4.6	1300 L.F.	Temporary Fencing	\$20.00	\$8,000.00
4.7	3 Ea.	Gate Installation		\$26,000.00 \$ 5,400.00
5.0		Sediment Control	<u> </u>	3.400.00
5.1	3,800 L.F.	Straw Bales	\$4.25	\$16,150,00
5.2	915 L.F.	Silt Fence		\$ 1,143,75
6.0	10.5 Acres	Revegetation	01 700 00	\$18,690.00
7.0		Drainage Structures	31,780,00	10,090.00
7.1	1807 L.F.	Riprap Lined Channel - Type 1	\$29.00	\$52,403.00
7.2	1704 L.F.	Riprap Lined Channel - Type 2	\$45.00	\$76,680.00
7_3	24 L.F.	12-Inch HDPE Pipe Culvert	\$22.00	\$ 528.00
7.4	200 L.F.	24-Inch HDPE Pipe Culvert	\$25.00	\$ 5,000.00
7.5	160 L.F.	36-Inch HDPE Pipe Culvert	\$38.00	\$ 6.080.00
7.6	13 Ea.	Riprap Outlet Protection		\$ 2 535 00
8.0		Unclassified Excavation	4:	
8.1	7150 C.Y.	Unclassified Excavation	\$1.65	\$11,797.50
8.2	700 TON	Shot Rock		\$28,000.00
8.3	100 TON	Crushed Aggregate	\$25.00	\$ 2 500 00
9.0		Mine Scals		
9.1	10 Ea.	Wet Mine Seals	\$7,800,00	\$78,000.00
9.2	620 L.F.	12-Inch SDR35 PVC Conveyance Pipe		\$ 5.580_00
	230 50lb Bags		\$16.00	\$ 3 680 00
9.4	2 Ba.	Bat Gate (30" dia - 10" length)		\$ \$23,000 (
9.5	1 Ba.	Bat Gate (81" x 50" - 20' length)	1 14 non d	8 14 000 no
9.6	l Ea.	Bat Gate (112" x 75" - 20' length)	1818,000 d	0 18,000.00
10	4 Ea.	Piezometer Plugging @ Site 6	\$750.00	\$3,000.00
gall in				
		TOTAL		\$ 587,929,35

Part A: General Information

OMB #1029-0119 Expiration Date: 1/31/13

AML CONTRACTOR INFORMATION FORM

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

		Son Constru			
City: sutto	n -765-5293	State: WV E-mail addre	Zip Codo: 26601 ss:	Phone: 304	-765-528 8
Part B: Leg	al Structure	,			
(x.) Corporat () Other (pl	ion () So ease specify) _	le Proprietorship	() Partnershi	p ()LL	C
Part C: Cert Select only o	ifying and upd ne of the follow	ating information ing options, follow	in the Applicant/ the instructions fo	Violator Syste or that option, a	m (AVS). nd sign below.
I, Tommy M	CCourt (print name)	, he	ive the express aut	hority to certify	/ that:
acci	rate, complete,	e attached Entity C and up-to-date. If his form. Sign and	you select this opt	ion, you must	attach an Entity
and AV	must be updated S to this form. J	ation on the attach i. If you select this Jse Part D to provi complete Part D.	option, you must	attach an Entit	y OFT from
3Ou	r business curre vide all informat	ntly has no information required in Par	tion in AVS. If yo t D. Sign and date	ou select this op below and con	otion, you must nplete Part D.
6/30/10	· 	Tom	1 11/10	Pres	ident
Date		Si	gnature		Title

IMPORTANT! In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or from the AVS website at https://avss.osmre.gov.

06/29/2010 22:07

Date: 7-Jul-2006

Applicant Violator System Organizational Family Tree (OFT)

Time :11:44:12 Page: 1

(139788) MCCOURT & SON CONSTR INC

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Request for Quotation DEP14904

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SECOND A DOUBLE COMPANION PROPERTY OF A DOUBLE COMPANION PROPE CHUCK BOWMAN 304-558-2157

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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

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	Agency Purchasing Division REQ.P.O# DFP*14904
	BID BOND
later of MELLON TIPOS BOROTO ST	McCourt & Con Construction Inc
KNOW ALL MEN BY THESE PRESENTS, That w of 2790 Centralia Road Sutton, W	s' an minatigued'
	, a corporation organized and existing under the laws of the State of Iowa
with its principal office in the City of Urb	pandale as Surely are held and firmly bound unto the State
of West Virginia, as Obliges, in the panal sum of	pandale as Surety, are held and firmly bound unto the State cent of the Amount Bid (5%)) for the payment of which,
	selves, our heirs, administrators, executors, successors and assigns
•	whereas the Principal has submitted to the Purchasing Section of the ched hereto and made a pert hereof, to enter into a contract in writing for Mine Reclamation
,	
NOW THEREPORE,	•
agreement created by the acceptance of eaid bid, then this force and effect. It is expressly understood and agreed that exceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby sticulate.	ulted by the bid or proposal, and shall in all other respects perform the obligation shall be null and vold, officerwise this obligation shall remain in full the liability of the Surety for any and all claims hereunder shall, in no event, es and agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby
IN WITNESS WHEREOF, Principal and Surety ha	ve hereunto set their hands and seats, and such of them as are corporations
have caused their corporate seals to be affixed hereunto an	id these presents to be signed by thair proper officers, this
30th day of June 20.10	
e e	McCourt & Son Construction, Inc.
Principal Corporate Seal	(Name of Principal)
:	The state of the s
	(Must be President or
	Vice President)
	President (Title)
	Berkley Regional Insurance Company
Surety Corporate Seal	(Name of Surety)
	Attorney to Fact Karen Hutson

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

PAGE

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, James F. Oakes, Lavonne has made, constituted and appointed, and does by these presents make, constitute and appoint: Sherrod, Charles Carlisle Martin or Karen Lynn Hutson of TIS Insurance Services, Inc. of Knoxville, IN

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

___, 2009. corporate seal hereunto affixed this 17 day of March nal Insurance Company Berkley R Attest: (Seal) Robert P. Cole Ira S. Lederman Senior Vice President & Secretary Senior Vice President WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER. STATE OF CONNECTICUT) 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 304 day of

Steven Coward

(Seal)

Jan 2009



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

STATE OF WEST VIRGINIA,
COUNTY OF Braxton , TO-WIT:
I, Tommy McCourt , after being first duly sworn, depose and state as follows:
 I am an employee of McCourt & Son Construction Inc.; and, (Company Name)
2. I do hereby attest that McCourt & Son Construction Inc. (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.
The above statements are sworn to under the penalty of perjury.
McCourt & Son Construction Inc. (Company Name)
By: Drang Me S
Title: President
Date: 6/30/10
Taken, subscribed and sworn to before me this 30 day of June.
Brancissian expires aprille 2019
Official Seal Notary Public, State of West Virginia Bernadette Gaddy Rt 1 Box 30 Frametown, WV 26623 (Notary Public)
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.

REO	No. DEP14904	
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PAGE

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.

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

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

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the rnatter 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

Frametown, WV 26623 My commission expires April 6, 2019

Vendor's Name Court & Son Construction Inc.	
Authorized Signature:	
State of WV	
County of Braxton, to-wit:	
Taken, subscribed, and sworn to before me this to day of the contract of the c	
My Commission expires Opril 6. , 2019.	\L.1
AFFIX SEAL HEREOfficial Seal Notary Public, State of West Virginia Bernadette Gaddy Rt 1 80x 30	<i>mg</i>