



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

FAX TRANSMISSION

TO: State of WV - Purchasing Division - Chuck Bowman

FAX NUMBER: 304-558-3970 DATE: 10/19/10

FROM: Tommy McCourt

NUMBER OF PAGES TO FOLLOW: 12

REMARKS: **Sealed Bid Enclosed**

RFQ Number:	<u>DEP15187</u>
Buyer:	<u>CB-23</u>
Bid Opening Date:	<u>10/19/10</u>
Bid Opening Time:	<u>1:30</u>

Mail To:

WV PURCHASING DIVISION
2019 WASHINGTON ST E
PO BOX 50130
CHARLESTON WV 25305-0130

RECEIVED
OCT 19 12:04
PURCHASING DIVISION
STATE OF WV



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
DEP15187

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1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

*709052008 304-765-5288

MCCOURT & SON CONSTRUCTION INC
 2790 CENTRALIA ROAD
 SUTTON WV 26601

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/23/2010				

BID OPENING DATE: 10/19/2010	BID OPENING TIME: 01:30PM
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$277,585.00
NORTHERN MAINTENANCE RECLAMATION PROJECT MAINTENANCE SERVICES - NORTHERN COUNTIES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS AND RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE MAINTENANCE SERVICES FOR ABANDONED MINE LAND PROJECTS IN THE NORTHERN COUNTIES OF WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE. MAXIMUM PROJECT EXPENDITURES SHALL NOT EXCEED \$25,000.00 PER PROJECT. SERVICES SHALL INCLUDE, BUT NOT BE LIMITED TO, MINOR REGRADING AND REVEGETATION OF PROBLEM AREAS ON THE PROJECT SITE. EXHIBIT 3 LIFE OF CONTRACT: 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 WRITTEN NOTICE.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-765-5288	DATE 10/19/10
TITLE President	FEIN 55-062-4840	ADDRESS CHANGES TO BE NOTED ABOVE

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



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MCCOURT & SON CONSTRUCTION INC
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09/23/2010				

OPENING DATE	10/19/2010	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 SERVICES 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
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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State of West Virginia
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 2019 Washington Street East
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Request for Quotation

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

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

SHIP TO	ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/23/2010				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
					01:30PM		

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.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.

REV. 05/26/2009

WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED IN THE COUNTY OF THE WORK, 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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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Request for Quotation

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ADDRESS CORRESPONDENCE TO A REPRESENTATIVE OF
 CHUCK BOWMAN
 304-558-2157

VENDOR FOR

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*709052008 304-765-5288

MCCOURT & SON CONSTRUCTION INC
 2790 CENTRALIA ROAD
 SUTTON WV 26601

SPECIAL

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
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 601 57TH STREET SE
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LINE	QUANTITY	UOM	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000. (XX) BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00, PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. BID BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK OR AN IRREVOCABLE LETTER OF CREDIT. EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET. SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS. FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

FLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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**request for
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MCCOURT & SON CONSTRUCTION INC
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09/23/2010						
BID OPENING DATE: 10/19/2010		BID OPENING TIME: 01:30PM				
LINE	QUANTITY	UQP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>CONTRACTORS LICENSE</p> <p>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.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p>						

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	MCCOURT & SON CONSTRUCTION INC 2790 CENTRALIA ROAD SUTTON WV 26601

SHIP TO	ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/23/2010				

OPENING DATE	BID OPENING TIME
10/19/2010	01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Mc Court + Son Construction, Inc</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV001913</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SIGNATURE		TELEPHONE		DATE	
TILE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	

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 Department of Administration
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**Request for
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*709052008 304-765-5288
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ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
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09/23/2010				

BID OPENING DATE	BID OPENING TIME
10/19/2010	01:30PM

LINE	QUANTITY	UOP	GAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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.: DEP15187 BID OPENING DATE: 10/19/2010 BID OPENING TIME: 1:30 PM 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 H. McCourt -----						
***** THIS IS THE END OF RFQ DEP15187 ***** TOTAL:						\$277,585.00

SIGNATURE			TELEPHONE			DATE		
TITLE			FAX			ADDRESS CHANGES TO BE NOTED ABOVE		

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

McCourt & Son Construction, Inc.
2790 Centralia Road
Sutton, WV 26601

Northern Maintenance
DEP15187
Contractor's Bid Sheet

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	500	mile	Mobilization & Demobilization**	10.00	5,000.00
2	100	hour	D-3 Caterpillar Dozer or equal	110.00	11,000.00
3	100	hour	D-6 Caterpillar Dozer or equal	130.00	13,000.00
4	100	hour	John Deere 510 Backhoe/Loader or equal	110.00	11,000.00
5	100	hour	215 Caterpillar Excavator/Backhoe or equal	155.00	15,500.00
6	20	hour	Cat 303 mini excavator or equal	130.00	2,600.00
7	20	hour	Skid Steerer (Bobcat) or equal	100.00	2,000.00
8	70	hour	Tandem Dump Truck (10 cy capacity)*1	110.00	7,700.00
9	20	hour	Single Axel Dump (10 ton capacity)	100.00	2,000.00
10	50	hour	Sewer Cleaning Truck*2	175.00	8,750.00
11	70	cubic yard	Grout (1 part cement & 3 parts sand + water for consistency)	155.00	10,850.00
12	20	acre	Seed Mixture-per acre rate (15 lbs. Annual ryegrass-40 lbs. Orchard Grass-15 lbs. Birdsfoot Trefoil (Substitute 15 lbs. Crown Vetch in steep or slide prone areas)	120.00	2,400.00
13	5,000	square foot	Yard Mix Seed Mixture - .45 lb. Red Fescue - .90 lb. Kentucky Bluegrass - .70 lb. Merion Bluegrass - .20 lb. Annual Rye*(use annual rye only in mixtures seeded after August 1 and before May 15).	.50	2,500.00
14	100	ton	Agriculture Lime	100.00	10,000.00
15	20	ton	Fertilizer 10-20-10	450.00	9,000.00
16	20	ton	Straw Mulch***	120.00	2,400.00
17	500	linear foot	Straw Bales	2.50	1,250.00
18	10	ton	Wood Cellulose Fiber Mulch	300.00	3,000.00
19	200	ton	Limestone Sand***,	65.00	13,000.00
20	200	ton	18" RipRap (Sandstone or Limestone)	30.00	6,000.00
21	200	ton	#57 River Gravel/Sandstone	22.00	4,400.00
22	200	ton	1-1/2" Crusher Run Stone	22.00	4,400.00
23	200	linear foot	8" ADS Pipe (Perforated or Solid)	7.50	1,500.00
24	200	linear foot	8" SDR 35 PVC Pipe	7.50	1,500.00
25	100	linear foot	12" SDR 35 PVC Pipe	12.00	1,200.00
26	100	linear foot	15" SDR 35 PVC Pipe	15.00	1,500.00
27	500	linear foot	18" Hancor HI-Q Sur-Lok pipe or equal	11.00	5,500.00
28	500	linear foot	24" Hancor HI-Q Sur-Lok pipe or equal	16.00	8,000.00
29	500	linear foot	36" Hancor HI-Q Sur-Lok pipe or equal	27.00	13,500.00
30	200	linear foot	Temporary Pipe	6.00	1,200.00
31	200	square yard	Filter Fabric - Dupont Tyvar 3401 or equal	1.50	300.00
32	100	linear foot	Permanent Fencing	10.00	1,000.00
33	3	each	Access Gate - 16 foot heavy gauge round tubular farm gate	400.00	1,200.00
34	6	linear height	Type "A" Manhole - As per DOH Standard Detail Ref Sheet DR7-A.	150.00	900.00
35	3	each	Type "G" Drop Inlet with grate - As per DOH Standard Detail Ref Sheet DR6-G.	950.00	2,850.00
36	5	each	8" SDR 35 PVC Pipe Clean-out	50.00	250.00
37	5	each	12" SDR 35 PVC Pipe Clean-out	175.00	875.00

McCourt & Son Construction, Inc.
 2790 Centralia Road
 Sutton, WV 26601

Northern Maintenance (Cont.)
DEP15187

Contractor's Bid Sheet-Continuation

38	50	hour	Vacuum Truck*****	150.00	7,500.00
39	10	each	Gabions (3'x3'x6' zinc-coated basket)	250.00	2,500.00
40	1	each	Concrete Mine Seal Box	4500.00	4,500.00
41	10	cubic yard	3000 psi Structural Concrete	155.00	1,550.00
42	10	bag	Soda Ash Briquette 50# bags	18.00	180.00
43	20	hour	2" Water Pump	60.00	1,200.00
44	20	hour	6" Water Pump	125.00	2,500.00
45	40	hour	Small Jetter*****	120.00	4,800.00
46	20	hour	Chain Saw (20" bar)	20.00	400.00
47	20	hour	Weed Eater with Brush Blade	20.00	400.00
48	5	gallon	Roundup Vegetation Killer	50.00	250.00
49	50	square yard	Asphalt Wearing Course Material	35.00	1,750.00
50	20	hour	Hydraulic Excavator Hammer (4000#)	150.00	3,000.00
51	20	hour	Laborer I*****	60.00	1,200.00
52	20	hour	Laborer II*****	62.00	1,240.00
53	20	hour	Laborer III*****	62.00	1,240.00
			SOIL ANALYSIS TESTING****		
54A	5	each	Acid Base Count	30.00	150.00
54B	10	each	Nutrients	40.00	400.00
54C	10	each	pH (field)	40.00	400.00
54D	10	each	pH (lab)	15.00	150.00
55	100	hour	UTV/ATV 700 cc With Bed	100.00	10,000.00
56	100	hour	6" Diesel Water Pump	125.00	12,500.00
57	100	hour	Agricultural Tractor 4 x 4 w/Front Loader	130.00	13,000.00
58	100	ton	1 Ton 4 x 4 Truck	90.00	9,000.00
59	150	cy	Topsoil	25.00	3,750.00
TOTAL					4,277,585.00

Agency Purchasing Division
REQ. P.O.# DEP 15187

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, McCourt & Son Construction, Inc.
of 2790 Centralia Road Sutton, WV 26601, as Principal, and Berkley Regional Insurance Company
of 11201 Douglas, Urbandale, IA 50322 a corporation organized and existing under the laws of the State of Iowa
with its principal office in the City of Urbandale as Surety, are held and firmly bound unto the State
of West Virginia, as Obligeo, 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 bind ourselves, our heirs, administrators, executors, successors and assigns

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DEP 15187 - Northern Counties of West Virginia - Maintenance Open-End Contract

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
19th day of October, 2010.

Principal Corporate Seal

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

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

President
(Title)

Surety Corporate Seal

Berkley Regional Insurance Company
(Name of Surety)

[Signature]
Attorney-in-Fact Karen Lynn Huteon

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.

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
By Ira S. Lederman Senior Vice President & Secretary
By 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 19th day of October, 2010.

(Seal) Steven Coward

RFQ No. DEP15187

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: 10/19/10

State of WV

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 19 day of October, 2010.

My Commission expires November 27, 2016.

NOTARY PUBLIC [Signature]

AFFIX SEAL HERE

