



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 32 - Reclamation

Proc Folder: 31909

Doc Description: Addendum 02 Anderson Coal Company

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
2015-06-23	2015-07-14 13:30:00	CRFQ 0313 DEP1500000079	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

McCourt + Son Construction, Inc.

5802 Centralia Rd.

Sutton, WV 26601

304-765-5288

Total Bid: \$ 371,460.00

07/14/15 12:15:15
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Beth Collins

(304) 558-2157

beth.a.collins@wv.gov

Signature X

FEIN # 55-062 4840

DATE 7/14/15

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization/Demobilization/ Project Sign	1.00000	LS	15,000. ⁰⁰	15,000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Mobilization/Demobilization/ Project Sign (Limited to 5% total bid maximum for this permit)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Site Preparation (Limited to 10% total bid maximum)	1.00000	LS	27,500. ⁰⁰	27,500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Site Preparation
(Limited to 10% total bid maximum for this permit)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Construction Stakeout (Limited to 2% total bid maximum)	1.00000	LS	6,000. ⁰⁰	6,000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Construction Stakeout
(Limited to 2% total bid maximum for this permit)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV25901 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Utilities- No Bid Item	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

No Bid Item

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Storm Water Management - Silt fence	1000.00000	LF	2.50	2,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Storm Water Management - Silt fence

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Regrading and Topsoiling	1.50000	ACRE	5,000. ⁰⁰	7,500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Regrading and Topsoiling

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Revegetation	1.00000	ACRE	2,900. ⁰⁰	2,900. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Revegetation

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Backfilling	1.00000	LS	80,000. ⁰⁰	80,000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Backfilling

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Incidental Stone	500.00000	TON	47. ⁰⁰	23,500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Incidental Stone

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Sumps	10.00000	EA	750. ⁰⁰	7,500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Sumps

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Pipe Gate (18-foot)	1.00000	EA	8,500. ⁰⁰	8,500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Pipe Gate (18-foot)

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Tree Plantings	1700.00000	EA	35. ⁰⁰	59,500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Tree Plantings

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Prefabricated Wildlife Entrance Assembly	4.00000	EA	12,500. ⁰⁰	50,000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
 Prefabricated Wildlife Entrance Assembly

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	HDPE Culvert (18-inch)	200.00000	LF	31. ⁰⁰	6,200. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
 HDPE Culvert (18-inch)

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Riprap Channel	205.00000	LF	36. ⁰⁰	7,380. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
 Riprap Channel

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR	
OAK HILL	WV25901	OAK HILL	WV 25901
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Trapezoidal Channel Road Crossing	1.00000	EA	9,400. ⁰⁰	9,400. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Trapezoidal Channel Road Crossing

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 254 INDUSTRIAL DR	
OAK HILL	WV25901	OAK HILL	WV 25901
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Excelsior Matting	7260.00000	SY	8. ⁰⁰	58,080. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :
Excelsior Matting

DEP1500000079	Document Phase Final	Document Description Addendum 02 Anderson Coal Comp any U-3049-86 OSR Project	Page 9 of 9
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 365 days.

- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$2,000,000.00 _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

\$2,000,000.00 Aggregate

\$2,000,000.00 Automobile

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \$250.00 for each day of delay. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- 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 heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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

- d. 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.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: McCourt + Son Construction, Inc.

Contractor's License No. WV001913

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

a. Required Information. The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable

b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

McCourt + Son Construction, Inc.
(Company)

 Tommy McCourt, President
(Authorized Signature) (Representative Name, Title)

304-765-5288 304-765-5293 7/14/15
(Phone Number) (Fax Number) (Date)

SOLICITATION NUMBER: CRFQ DEP1500000079

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the following and the attached documentation:

1. To provide a copy of answers to vendor submitted questions.
2. To provide a copy of the mandatory pre-bid sign-in sheet.
3. To change the bid opening date to July 14, 2015 at 1:30PM, EST.
4. To provide an updated copy of the bid schedule and commodity lines.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Addendum #1 – Questions asked during the Pre-Bid Conference for:

DEP150000079

ANDERSON COAL COMPANY REVOKED PERMIT U-3049- 86

The following questions were identified at the Pre-Bid Conference conducted on-site on May 28, 2015. The answers and clarifications provided herein take precedence over verbal answers at the Pre-Bid Conference and previously provided specifications and descriptions provided in the Solicitations should there be any conflicts between the two.

- Q1. Are you going to have sediment control along the entire access road?
A1. No, we are not going to have sediment control along the entire length of access road. If there are areas along the road that have concentrated flow or erosion, we will require you to install sediment control as necessary. We will require sediment control at the Mine Site Areas and Refuse Disposal Area.
- Q2. Will the access roads be graded to sheet flow?
A2. Some areas of the access roads will sheet flow off of roadway. Some areas will be directed into ditchlines and culverts. Contractor may have to install sumps or install culverts as directed by the WVDEP agent.
- Q3. Will contractor pay sales tax for materials bought for this project?
A3. Contact the West Virginia State Tax Department for an answer to this question.
- Q4. Is Channels 1 or 2 grouted?
A4. No
- Q5. Is Incidental Stone to be used on Access Road 1 only?
A5. WVDEP anticipates using Incidental Stone on Access Road 1 only. However, if WVDEP deems that incidental stone is necessary on Access Road 2, incidental stone shall also be placed on Access Road 2.
- Q6. What is the total number of culverts that are to be installed along the access roads?
A6. Approximately ten (10) culverts (lengths varying on site conditions) were estimated for this project. However, culverts will be installed where culverts are needed to be replaced and/or installed as directed by WVDEP. Therefore, the entire estimated quantity of culverts may not be used.

Addendum #1 – Questions asked during the Pre-Bid Conference for:

DEP150000079

ANDERSON COAL COMPANY

REVOKED PERMIT U-3049- 86

- Q7. How much upgrading will WVDEP require to Access Road 1 and Access Road 2?**
A7. Prior to demobilization, the access roads shall be in as good condition as they are the day of the pre-bid conference. Contractor may wait until the end of the project to install all of the water bars to aid in travel to and from the mine site providing roadway is maintained in a well-drained and passable condition, as directed by the WVDEP, through the duration of project. Contractor will not be required to re-establish the ditch line along the entire length of access roads. However, portions of the ditchlines shall be re-established if re-establishment of ditchline is necessary as directed by the WVDEP agent. Where possible, contractor will direct water flow off the road and into culverts or daylight over the hill slope.
- Q8. Will contractor be able to spoil material from ditches and roadways over the hill slope?**
A8. Excess spoil material shall be piled along the berm where roadway width allows and in a manner that will not cause drainage problems. Contractor shall keep disturbance to a minimum. Some spoil loss is expected over the hill slope, but contractor will not be permitted to intentionally place material over slope unless it is necessary to widen roadway were authorized by the WVDEP.
- Q9. Do you want a grader or dozer quality of Access Road?**
A9. We want the road to remain passable with a pick-up truck; similar to its current state.
- Q10. Do all of the trees have to be chipped?**
A10. No. See specification 6.0 Regrading and Topsoiling.
- Q11. Is the fill material going to come from the mine bench areas?**
A11. Yes, material to be used for backfilling will come from the mine bench areas. Test pits were excavated and the material found was suitable for use as backfill.
- Q12. Where are the tree chips to be disposed?**
A12. The tree chips are to be broadcast within the permitted area. They are not to be left in a pile nor on areas that excelsior matting will be placed. Chips can be cast over the bank or on the hill slope within the permit area.
- Q13. Will there be seeding (Revegetation) at the Mine Areas?**
A13. No, there will be no Revegetation at the Mine or Refuse Areas. Excelsior Matting will be used for disturbances at the Mine Sites and the Refuse Disposal Area as directed by the WVDEP. Revegetation will only be required on non-government land where disturbance has been excessive and deemed necessary by WVDEP.

Addendum #1 – Questions asked during the Pre-Bid Conference for:

DEP150000079

ANDERSON COAL COMPANY REVOKED PERMIT U-3049- 86

Q14. Is the access road at Mine Area 1 on pit floor?

A14. The material underlying the access road in front of the Southern Portal is rock with very little soil cover. Area was dug to refusal using a 312D excavator. Contractor will have to use a hoe ram to obtain the required elevation for positive drainage away from the portals as blasting will **NOT** be permitted. See attached photos and schematics of test pits.

Q15. When the trees are cut down, can the trees block the road?

A15. The trees can remain in the road only at Refuse Disposal Area, Mine Site 1, and Mine Site 2. However, the remainder of the access roads must remain open.

Q16. Is the culvert and riser pipe near the Northern Portal remaining or is it apart of debris removal?

A16. The culvert and riser pipe are debris to be removed and the sump area regraded to sheet flow away from the highwall area.

Q17. Is each Prefabricated Wildlife Entrance Assembly two box culverts bolted together for a total width of sixteen feet and slid in front of the portals?

A17. Each Prefabricated Wildlife Entrance Assembly is two four (4) foot wide concrete sections bolted together for a total width of eight (8) feet. Each precast portal extension has one gate, therefore each Prefabricated Wildlife Entrance Assembly has two gates. See specification and drawings.

Q18. For the purpose of coming onto site from November 15th through March 31st, for tree cutting, can the site be accessed with a pickup truck?

A18. Yes. Also for this project, the Park Service has allowed the contractor to use ATVs to access the project along the access roads. The only upgrade and maintenance to the road during the fall tree cutting season will be for maintaining access to the mine site with a pickup as WVDEP will be accessing the site via pickup trucks.

Q19. Is the material in front of portal in Mine Area 2 to be graded to drain away from portal?

A19. Yes.

Q20. Will WVDEP enter into an agreement with the railroad to be that close to the rail?

A20. Proposed work is outside the railroad right of way and within permitted area. Contractor may pull the material up the slope from the bench where hopper is located and keep equipment outside the railroad right of way. Do **NOT** place equipment below bench area.

Addendum #1 – Questions asked during the Pre-Bid Conference for:

DEP150000079

ANDERSON COAL COMPANY REVOKED PERMIT U-3049- 86

Q21. Can tree disposal areas be located on bench South of Mine Area 2?

A21. No, the bonded area for this permit does not extend southerly beyond the portal of Mine Area 2. The bench area between access road and top of slope directly in front of Mine Area 2 portal is the southernmost extent of tree disposal.

CLARIFICATIONS:

1. Even though gas company has located gas lines along access road. Contractor is responsible to contact utility companies, including gas company to ensure all utilities are located.
2. Trees shall **NOT** be removed from the project but addressed as described in the specifications.
3. Wood chips cannot be placed under or on excelsior matting, but shall be spread on permit area.
4. All concrete structures on mine bench, including shack near Southern Portal and structure at Northern Portal, are to be demolished and concrete rubble may be used as backfill material.
5. Grading of Access Roads will not be considered as a part of the Regrading pay quantity.
6. The use of hay or straw bales **IS PROHIBBITED** on this project. Hay and straw bales and hay bale dikes are mentioned in the attached standard specifications however they shall **NOT** be used on this project.

CORRECTIONS:

1. Bid item# 14 on the bid schedule should be item# 14.1.
2. Bid item# 17 Excelsior Matting quantity shall change from 4,840 SY (square yards) to 7,260 SY (square yards).

REQUEST FOR QUOTATION NO. DEP150000079
 Anderson Coal Company - Permit Number: U-3049-86

SIGN IN SHEET

PLEASE PRINT

Date: May 28, 2015

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Aspen Coal</u> Rep: <u>Brian Knight</u> Email Address: <u>BK.NIGHT@Aspen-coal.com</u>	<u>2400 RITTER DRIVE</u> <u>DANIELS WV 25832</u>	PHONE <u>304-763-9573</u> TOLL FREE FAX <u>304-763-4591</u>
Company: <u>M'Court & Son Const.</u> Rep: <u>Greg Long</u> Email Address: <u>glong@Dainich.com</u>	<u>5802 Centralia Rd</u> <u>Sumter WV 26601</u>	PHONE <u>304 765-5288</u> TOLL FREE FAX <u>304 765-5297</u>
Company: <u>GREEN Mountain Cement</u> Rep: <u>David H. Bowman</u> Email Address: <u>DOB 722c@yahool.com</u>	<u>511 50th ST</u> <u>Charleston WV</u> <u>25304</u>	PHONE <u>304-925-0253</u> TOLL FREE FAX <u>304-925-9230</u>
Company: <u>Pinnacle Paving & Excavating Inc.</u> Rep: <u>Tommy Brockhoff</u> Email Address: <u>Tommy@pinnacle.com</u>	<u>P.O. Box 1070</u> <u>Pinnacle WV 24874</u>	PHONE <u>304-732-8583</u> TOLL FREE FAX <u>304 732-7855</u>
Company: <u>Dalhousie Construction Co.</u> Rep: <u>James Earl Cooper</u> Email Address: <u>Zied.Cooper@gnm.com</u>	<u>PO Box 665</u> <u>Couley Bridge WV</u> <u>250</u>	PHONE <u>304 662-6017</u> TOLL FREE FAX <u>304 632-1801</u>

REQUEST FOR QUOTATION NO. DEP150000078
Anderson Coal Company - Permit Number: U-3049-86

SIGN IN SHEET

Page 2 of 2

PLEASE PRINT

Date: May 28, 2015

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Eastern Arrow</u>	<u>PO Box 4108</u>	PHONE <u>304-414-0255</u>
Rep: <u>Ann W. Howell</u>	<u>CHAS. WV 25314</u>	TOLL FREE
Email Address: <u>eastemarrow@hotmail.com</u>		FAX <u>025</u>
Company: <u>Main Street Builders</u>	<u>PO Box 309</u>	PHONE <u>304-920-2669</u>
Rep: <u>Rusty Sarver</u>	<u>Princeton WV 24740</u>	TOLL FREE
Email Address: <u>Rusty.Sarver@gmail.com</u>		FAX <u>304-425-2171</u>
Company: <u>National Park Service</u>	<u>PO Box 246</u>	PHONE <u>304-465-6542</u>
Rep: <u>Mark Graham</u>	<u>Glen Jean, WV 25846</u>	TOLL FREE
Email Address: <u>mark_graham@nps.gov</u>		FAX
Company: <u>National Park Service</u>		PHONE <u>304-465-6537</u>
Rep: <u>John Perez</u>	<u>11</u>	TOLL FREE
Email Address: <u>john_perez@nps.gov</u>		FAX
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____

SOLICITATION NUMBER: CRFQ DEP1500000079

Addendum Number: 02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the following at the attached documentation:

1. To include a copy of the mandatory pre-bid sign-in sheet.
2. To provide a copy of the revised plans, specs, and drawings.
3. To provide an updated bid schedule and revised commodity lines.
4. To provide answers to vendor submitted questions.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Addendum #1 – Questions asked during the Pre-Bid Conference for:

DEP150000079

ANDERSON COAL COMPANY REVOKED PERMIT U-3049- 86

The following questions were identified at the Pre-Bid Conference conducted on-site on May 28, 2015. The answers and clarifications provided herein take precedence over verbal answers at the Pre-Bid Conference and previously provided specifications and descriptions provided in the Solicitations should there be any conflicts between the two.

Q1. Are you going to have sediment control along the entire access road?

A1. No, we are not going to have sediment control along the entire length of access road. If there are areas along the road that have concentrated flow or erosion, we will require you to install sediment control as necessary. We will require sediment control at the Mine Site Areas and Refuse Disposal Area.

Q2. Will the access roads be graded to sheet flow?

A2. Some areas of the access roads will sheet flow off of roadway. Some areas will be directed into ditchlines and culverts. Contractor may have to install sumps or install culverts as directed by the WVDEP agent.

Q3. Will contractor pay sales tax for materials bought for this project?

A3. Contact the West Virginia State Tax Department for an answer to this question.

Q4. Is Channels 1 or 2 grouted?

A4. No

Q5. Is Incidental Stone to be used on Access Road 1 only?

A5. WVDEP anticipates using Incidental Stone on Access Road 1 only. However, if WVDEP deems that incidental stone is necessary on Access Road 2, incidental stone shall also be placed on Access Road 2.

Q6. What is the total number of culverts that are to be installed along the access roads?

A6. Approximately ten (10) culverts (lengths varying on site conditions) were estimated for this project. However, culverts will be installed where culverts are needed to be replaced and/or installed as directed by WVDEP. Therefore, the entire estimated quantity of culverts may not be used.

Addendum #1 – Questions asked during the Pre-Bid Conference for:

DEP1500000079

ANDERSON COAL COMPANY REVOKED PERMIT U-3049- 86

Q7. How much upgrading will WVDEP require to Access Road 1 and Access Road 2?

A7. Prior to demobilization, the access roads shall be in as good condition as they are the day of the pre-bid conference. Contractor may wait until the end of the project to install all of the water bars to aid in travel to and from the mine site providing roadway is maintained in a well-drained and passable condition, as directed by the WVDEP, through the duration of project. Contractor will not be required to re-establish the ditch line along the entire length of access roads. However, portions of the ditchlines shall be re-established if re-establishment of ditchline is necessary as directed by the WVDEP agent. Where possible, contractor will direct water flow off the road and into culverts or daylight over the hill slope.

Q8. Will contractor be able to spoil material from ditches and roadways over the hill slope?

A8. Excess spoil material shall be piled along the berm where roadway width allows and in a manner that will not cause drainage problems. Contractor shall keep disturbance to a minimum. Some spoil loss is expected over the hill slope, but contractor will not be permitted to intentionally place material over slope unless it is necessary to widen roadway were authorized by the WVDEP.

Q9. Do you want a grader or dozer quality of Access Road?

A9. We want the road to remain passable with a pick-up truck; similar to its current state.

Q10. Do all of the trees have to be chipped?

A10. No. See specification 6.0 Regrading and Topsoiling.

Q11. Is the fill material going to come from the mine bench areas?

A11. Yes, material to be used for backfilling will come from the mine bench areas. Test pits were excavated and the material found was suitable for use as backfill.

Q12. Where are the tree chips to be disposed?

A12. The tree chips are to be broadcast within the permitted area. They are not to be left in a pile nor on areas that excelsior matting will be placed. Chips can be cast over the bank or on the hill slope within the permit area.

Q13. Will there be seeding (Revegetation) at the Mine Areas?

A13. No, there will be no Revegetation at the Mine or Refuse Areas. Excelsior Matting will be used for disturbances at the Mine Sites and the Refuse Disposal Area as directed by the WVDEP. Revegetation will only be required on non-government land where disturbance has been excessive and deemed necessary by WVDEP.

Addendum #1 – Questions asked during the Pre-Bid Conference for:

DEP150000079

ANDERSON COAL COMPANY REVOKED PERMIT U-3049- 86

- Q14. Is the access road at Mine Area 1 on pit floor?
- A14. The material underlying the access road in front of the Southern Portal is rock with very little soil cover. Area was dug to refusal using a 312D excavator. Contractor will have to use a hoe ram to obtain the required elevation for positive drainage away from the portals as blasting will **NOT** be permitted. See attached photos and schematics of test pits.
- Q15. When the trees are cut down, can the trees block the road?
- A15. The trees can remain in the road only at Refuse Disposal Area, Mine Site 1, and Mine Site 2. However, the remainder of the access roads must remain open.
- Q16. Is the culvert and riser pipe near the Northern Portal remaining or is it apart of debris removal?
- A16. The culvert and riser pipe are debris to be removed and the sump area regraded to sheet flow away from the highwall area.
- Q17. Is each Prefabricated Wildlife Entrance Assembly two box culverts bolted together for a total width of sixteen feet and slid in front of the portals?
- A17. Each Prefabricated Wildlife Entrance Assembly is two four (4) foot wide concrete sections bolted together for a total width of eight (8) feet. Each precast portal extension has one gate, therefore each Prefabricated Wildlife Entrance Assembly has two gates. See specification and drawings.
- Q18. For the purpose of coming onto site from November 15th through March 31st, for tree cutting, can the site be accessed with a pickup truck?
- A18. Yes. Also for this project, the Park Service has allowed the contractor to use ATVs to access the project along the access roads. The only upgrade and maintenance to the road during the fall tree cutting season will be for maintaining access to the mine site with a pickup as WVDEP will be accessing the site via pickup trucks.
- Q19. Is the material in front of portal in Mine Area 2 to be graded to drain away from portal?
- A19. Yes.
- Q20. Will WVDEP enter into an agreement with the railroad to be that close to the rail?
- A20. Proposed work is outside the railroad right of way and within permitted area. Contractor may pull the material up the slope from the bench where hopper is located and keep equipment outside the railroad right of way. Do **NOT** place equipment below bench area.

Addendum #1 – Questions asked during the Pre-Bid Conference for:

DEP1500000079

ANDERSON COAL COMPANY REVOKED PERMIT U-3049- 86

Q21. Can tree disposal areas be located on bench South of Mine Area 2?

A21. No, the bonded area for this permit does not extend southerly beyond the portal of Mine Area 2. The bench area between access road and top of slope directly in front of Mine Area 2 portal is the southernmost extent of tree disposal.

CLARIFICATIONS:

1. Even though gas company has located gas lines along access road. Contractor is responsible to contact utility companies, including gas company to ensure all utilities are located.
2. Trees shall **NOT** be removed from the project but addressed as described in the specifications.
3. Wood chips cannot be placed under or on excelsior matting, but shall be spread on permit area.
4. All concrete structures on mine bench, including shack near Southern Portal and structure at Northern Portal, are to be demolished and concrete rubble may be used as backfill material.
5. Grading of Access Roads will not be considered as a part of the Regrading pay quantity.
6. The use of hay or straw bales **IS PROHIBBITED** on this project. Hay and straw bales and hay bale dikes are mentioned in the attached standard specifications however they shall **NOT** be used on this project.

CORRECTIONS:

1. Bid item# 14 on the bid schedule should be item# 14.1.
2. Bid item# 17 Excelsior Matting quantity shall change from 4,840 SY (square yards) to 7,260 SY (square yards).

ANDERSON COAL COMPANY

U-3049-86

BID SCHEDULE REVISED FOR ADDENDUM 1

VENDOR NAME: McCourt + Son Construction, Inc.

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.0	Mobilization/Demobilization/Project Sign (Limited to 5% total bid maximum for this permit)	Lump Sum	LS	\$ 15,000. ⁰⁰	\$ 15,000. ⁰⁰
2.0	Site Preparation (Limited to 10% total bid maximum for this permit)	Lump Sum	LS	\$ 27,500. ⁰⁰	\$ 27,500. ⁰⁰
3.0	Construction Stakeout (Limited to 2% total bid maximum for this permit)	Lump Sum	LS	\$ 6,000. ⁰⁰	\$ 6,000. ⁰⁰
4.0	Utilities	No Bid Item		No Bid Item	No Bid Item
5.0	Storm Water Management - Silt fence	1000	LF	\$ 2.50	\$ 2,500. ⁰⁰
6.0	Regrading and Topsoiling	1.5	AC	\$ 5,000. ⁰⁰	\$ 7,500. ⁰⁰
7.0	Revegetation	1	AC	\$ 2,900. ⁰⁰	\$ 2,900. ⁰⁰
8.0	Backfilling	Lump Sum	LS	\$ 80,000. ⁰⁰	\$ 80,000. ⁰⁰
9.0	Incidental Stone	500	Per Ton	\$ 47. ⁰⁰	\$ 23,500. ⁰⁰
10.1	Sumps	10	EA	\$ 750. ⁰⁰	\$ 7,500. ⁰⁰
11.0	Pipe Gate (18-foot)	1	EA	\$ 8,500. ⁰⁰	\$ 8,500. ⁰⁰
12.0	Tree Plantings	1700	EA	\$ 35. ⁰⁰	\$ 59,500. ⁰⁰
13.0	Prefabricated Wildlife Entrance Assembly	4	EA	\$ 12,500. ⁰⁰	\$ 50,000. ⁰⁰
14.1	HDPE Culvert (18-inch)	200	LF	\$ 31. ⁰⁰	\$ 6,200. ⁰⁰
15.0	Riprap Channel	205	LF	\$ 36. ⁰⁰	\$ 7,380. ⁰⁰
16.0	Trapezoidal Channel Road Crossing	1	EA	\$ 9,400. ⁰⁰	\$ 9,400. ⁰⁰
17.0	Excelsior Matting	7260	SY	\$ 8. ⁰⁰	\$ 58,080. ⁰⁰
TOTAL BID					\$ 371,460.⁰⁰

Authorized buyer signature:  Date: 7/14/15

REQUEST FOR QUOTATION NO. DEP150000079
 Anderson Coal Company - Permit Number: U-3049-86

SIGN IN SHEET

PLEASE PRINT

Date: May 28, 2015

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>ASPEN CORPORATION</u> Rep: <u>BRIAN KNIGHT</u> Email Address: <u>BKNIGHT@ASPEN-GOLF.COM</u>	<u>2400 BITTER DRIVE</u> <u>DANIELS WV 25832</u>	PHONE <u>304-763-9573</u> TOLL FREE FAX <u>304-763-4591</u>
Company: <u>McCurt & Son Const.</u> Rep: <u>Gray Long</u> Email Address: <u>glong@darvire.com</u>	<u>5802 Centralia Rd</u> <u>Jetton WV 26601</u>	PHONE <u>304 765-5288</u> TOLL FREE FAX <u>304 765-5293</u>
Company: <u>GREEN MOUNTAIN COMPANY</u> Rep: <u>DAVID H. BOWMAN</u> Email Address: <u>DHB722@yahoo.com</u>	<u>511 50th ST</u> <u>Charleston WV</u> <u>25304</u>	PHONE <u>304-925-0253</u> TOLL FREE FAX <u>304-925-9230</u>
Company: <u>Pineville Paving & Excavating Inc</u> Rep: <u>Tony Bradford</u> Email Address: <u>Tony.p@pvc.com</u>	<u>P.O. Box 1290</u> <u>Pineville WV 24574</u>	PHONE <u>304-752-8503</u> TOLL FREE FAX <u>304-732-7855</u>
Company: <u>Danhill Construction Co.</u> Rep: <u>James Zird Cooper</u> Email Address: <u>ZirdCooper@gmail.com</u>	<u>PO Box 665</u> <u>Boulter Bridge WV</u> <u>250</u>	PHONE <u>304 662-6017</u> TOLL FREE FAX <u>304 632-1801</u>

SIGN IN SHEET

PLEASE PRINT

Date: May 28, 2015

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>FAST TEAM Arrow</u> Rep: <u>Ann Warrick</u> Email Address: <u>eastmorrow@hotmail.com</u>	<u>PO Box 408</u> <u>CHAS. WV 25264</u>	PHONE <u>304-414-0255</u> TOLL FREE FAX <u>0254</u>
Company: <u>Main Street Builders</u> Rep: <u>Rusty Sarver</u> Email Address: <u>rusty.sarver@gmail.com</u>	<u>PO Box 309</u> <u>Princeton WV 24740</u>	PHONE <u>304-920-2669</u> TOLL FREE FAX <u>304-425-2171</u>
Company: <u>National Park Service</u> Rep: <u>Mark Graham</u> Email Address: <u>mark-graham@nps.gov</u>	<u>PO Box 246</u> <u>Glen Jean, WV 25846</u>	PHONE <u>304-465-6542</u> TOLL FREE FAX
Company: <u>National Park Service</u> Rep: <u>John Perez</u> Email Address: <u>john-perez@nps.gov</u>	<u>11</u>	PHONE <u>304-465-6537</u> TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____	PHONE TOLL FREE FAX

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP1506000079

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

McCourt + Son Construction, Inc.
Company


Authorized Signature

7/14/15
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: McCourt & Son Construction, Inc.

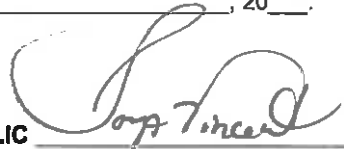
Authorized Signature:  Date: 07/14/15

State of WV

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 14 day of July, 2015.

My Commission expires November 27, 2016.



AFFIX SEAL HERE

NOTARY PUBLIC





**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:

1. 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.**

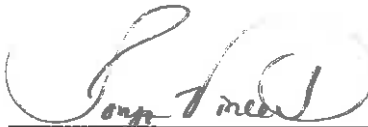
The above statements are sworn to under the penalty of perjury.

By: 
 Title: President
 Company Name: McCourt & Son Construction, Inc.
 Date: 07/14/15

Taken, subscribed and sworn to before me this 14 day of July, 2015.
 By Commission expires November 27, 2016

(Seal)




 (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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, McCourt & Son Construction, Inc.
of 5802 Centralia Road Sutton, WV 26601, as Principal, and Granite Re, Inc.
of 14001 Quailbrook Drive Oklahoma City, OK 73134, a corporation organized and existing under the laws of the State of Oklahoma
with its principal office in the City of Oklahoma City, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the Amount Bid (5%) for the payment of which,
well and truly to be made; we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DEP150000079 - Fayette County, WV

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 18th day of June, 2015

Principal Seal

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

By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

President
(Title)



Surety Seal

Granite Re, Inc.
(Name of Surety)

Karen Baker
Karen Baker, Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

CHARLES C. MARTIN; JAMES F. OAKES; KAREN BAKER; LAVONNE SHERROD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

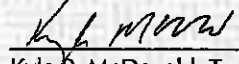
CHARLES C. MARTIN; JAMES F. OAKES; KAREN BAKER; LAVONNE SHERROD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





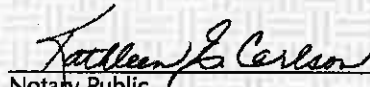
Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

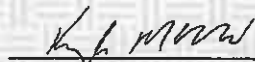
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

18th day of June, 2013.





Kyle P. McDonald, Secretary/Treasurer