



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  
**DEP13919**

PAGE  
**1**

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

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/22/2007				

BID OPENING DATE: **08/14/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$193,340.00
<p><b>MAINTENANCE RECLAMATION CONTRACT</b></p> <p>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 TO AWARD AN OPEN-END MAINTENANCE SERVICES CONTRACT FOR ABANDONED MINE LAND SITES IN THE SOUTHERN COUNTIES OF WEST VIRGINIA WHERE CERTAIN MAINTENANCE REQUIREMENTS HAVE OCCURED UPON THE COMPLETION OF AN ABANDONED MINE LAND RECLAMATION PROJECT. THESE SERVICES SHALL INCLUDE, BUT NOT BE LIMITED TO, MINOR REGRADING AND REVEGETATION OF PROBLEM AREAS ON THE PROJECT SITE, PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, SCOPE OF WORK, AND TERMS &amp; CONDITIONS. MAXIMUM PROJECT EXPENDITURES SHALL NOT EXCEED \$50,000.00 PER PROJECT.</p> <p>EXHIBIT 1</p> <p>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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas McLeod</i>	TELEPHONE 304-765-5288	DATE 08/14/2007
TITLE President	FON 55-062-4840	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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RFQ NUMBER  
**DEP13919**

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**2**

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

VENDOR

\*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**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/22/2007				

BID OPENING DATE: **08/14/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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) SUCCESSIVE 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 WITH 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BID BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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**DEP13919**

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

PROPERTY

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

SHIP TO

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**DEPARTMENT OF**  
**OFFICE OF AML&R**  
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<p>PAYABLE TO THE STATE OF WEST VIRGINIA SHALL BE SUBMITTED WITH EACH BID.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR THE COUNTIES HEREIN, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL,</p>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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PURCHASING

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

SHIP TO

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<p>PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(XX) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p>						

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**SUTTON WV 26601**

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

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<p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>McCourt &amp; Son Construction, Inc.</u></p> <p>DATE: <u>08/14/2007</u></p>						

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**6**

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

VENDOR

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

SHIP TO

**ENVIRONMENTAL PROTECTION**  
**DEPARTMENT OF**  
**OFFICE OF AML&R**  
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**25304**      **304-926-0499**

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<b>07/22/2007</b>				

BID OPENING DATE: **08/14/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SIGNED: <i>[Signature]</i></p> <p>TITLE: <u>President</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</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> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP13919</p> <p>BID OPENING DATE: 08/14/2007</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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# Request for Quotation

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

VENDOR
*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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/14/2007**      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Tom McCourt						
-----						
***** THIS IS THE END OF RFQ DEP13919 ***** TOTAL:						\$193,340.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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



**CONTRACT**  
**FOR**  
**ABANDONED MINE LAND SITES**  
**MAINTENANCE SERVICES**  
**SOUTHERN COUNTIES**

**ISSUING OFFICE**

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**DIVISION OF LAND RESTORATION**  
**ABANDONED MINE LANDS & RECLAMATION**  
**601 57<sup>TH</sup> ST., SE**  
**CHARLESTON, WEST VIRGINIA 25304-2345**  
**TELEPHONE 304-926-0485**

**Maximum Project Expenditures**  
**Shall not exceed \$50,000 per project**

## CONTRACTURAL INFORMATION & REQUIREMENTS

### Article 1 – Statement of Work

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

### Article 2 – Location of Work – North

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

- |     |            |     |            |
|-----|------------|-----|------------|
| 1.  | (Webster)  | 11. | Cabell     |
| 2.  | Putnam     | 12. | (Kanawha)  |
| 3.  | (Clay)     | 13. | (Nicholas) |
| 4.  | Greenbrier | 14. | (Fayette)  |
| 5.  | Summers    | 15. | (Mercer)   |
| 6.  | (Raleigh)  | 16. | (Wyoming)  |
| 7.  | (McDowell) | 17. | (Mingo)    |
| 8.  | (Logan)    | 18. | (Boone)    |
| 9.  | Lincoln    | 19. | (Wayne)    |
| 10. | Roane      | 20. | (Mason)    |

### Article 3 – Definitions

- A. The words “Owner”, “The State”, “DEP” or “Office of Abandoned Mine Lands & Reclamation (AML&R)” are used herein to refer to the West Virginia Department of Environmental Protection, Division of Land Restoration, Office of Abandoned Mine Lands & Reclamation.
- B. The word “offeror” refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word “Contract” is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word “Contractor” refers to the person or company contracting with the State to furnish the “services” called for by the contract.
- E. The words “services” or “work” is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.

F. The word "Director" is used to mean the Assistant Director of the Office of Abandoned Mine Lands and Reclamation, Division of Land Restoration, Department of Environmental Protection and shall be considered to be the State's authorized representative.

Article 4 – Ordering Procedures

A. This is an open-end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract. Work shall be commenced within seven (7) days of issuance of the notice to proceed.

B. Work will be ordered by the Assistant Director or his representative, for the Office of Abandoned Mine Lands & Reclamation, Division of Land Restoration, Department of Environmental Protection by issuance of a notice to proceed, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate. No work shall be performed until a notice to proceed has been issued by the State.

Article 5 – Delivery

A. The contractor shall complete the specified maintenance work in accordance with each notice to proceed. The contractor shall give an invoice (form provided by AML&R) to the Director or his representative upon completion of each notice to proceed. The contractor shall provide documentation for hours worked, materials and wages paid.

B. Final inspection of each notice to proceed (project) will be made by the Director or his authorized representative and will be held approximately one (1) month after receiving the completion notification from the contractor.

C. Acceptance criteria will be based on all work being completed as requested in the notice to proceed. In addition, where revegetation is specified, a hardy stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.

Article 6 – General Conditions

A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.

B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.

C. The State shall be responsible for obtaining all rights of entry for each project.

- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative, such inspection will, among other things ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the notice to proceed, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety regulations pertinent to the work.

#### Article 7 – Costs and Payments

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

1. Unit Pricing

Item – As directed by the State in specific notice to proceed.

Quantity – As agreed to prior to issuing a Notice to Proceed.  
The quantity of hours shall be the actual hours the equipment is operated on the project.

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

- B. The contractor shall invoice the division after completion of work specified in the notice to proceed; final inspection has been made; and the work is accepted by the division. All invoices shall show the quantities and unit prices approved in the cost estimate for the notice to proceed. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate.

#### Article 8 – Changes in the Contract

- A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, all such changes in the work shall be authorized by a change order, a change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:
- 1) By mutual acceptance of a lump sum properly documented (itemized)
  - 2) By unit prices (negotiated)

## Southern Maintenance

## Bid Sheet

3/22/2007

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	500	mile	Mobilization & Demobilization**	\$ 10.00	\$ 5,000.00
2	100	hour	D-3 Catepillar Dozer or equal	\$ 110.00	\$ 11,000.00
3	100	hour	D-6 Catepillar Dozer or equal	\$ 135.00	\$ 13,500.00
4	100	hour	John Deere 510 Backhoe/Loader or equal	\$ 110.00	\$ 11,000.00
5	100	hour	215 Catepillar Excavator/Backhoe or equal	\$ 165.00	\$ 16,500.00
6	20	hour	Cat 303 mini excavator or equal	\$ 110.00	\$ 2,200.00
7	20	hour	Skid Steerer (Bobcat) or equal	\$ 60.00	\$ 1,200.00
8	70	hour	Tandum 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	\$ 100.00	\$ 5,000.00
11	70	cubic yard	Grout (1 part cement & 3 parts sand + water for consistency)	\$ 115.00	\$ 8,050.00
12	20	acre	Seed Mixture-per acre rate (15 lbs. Annual ryegrass-40 lbs. Orchard Grass-15 lbs. Birdsfoot Trefoil ( <i>Substitute 15 lbs. Crown Vetch in steep or slide prone areas</i> ))	\$ 140.00	\$ 2,800.00
13	5,000	square foot	Yard Mix Seed Mixture - .45 lb. Red Fescue - .90 lb. Kentucky Bluegrass - .70 lb. Merlon Bluegrass - .20 lb. Annual Rye*( <i>use annual rye only in mixtures seeded after August 1 and before May 15</i> ).	\$ 0.50	\$ 2,500.00
14	100	ton	Agriculture Lime	\$ 160.00	\$ 16,000.00
15	20	ton	Fertilizer 10-20-10	\$ 325.00	\$ 6,500.00
16	20	ton	Straw Mulch***	\$ 120.00	\$ 2,400.00
17	500	lineal feet	Straw Bales	\$ 2.00	\$ 1,000.00
18	10	ton	Wood Cellulose Fiber Mulch	\$ 320.00	\$ 3,200.00
19	200	ton	Limestone Sand*** <sub>1</sub>	\$ 6.00	\$ 1,200.00
20	200	ton	18" RipRap (Sandstone or Limestone)	\$ 18.00	\$ 3,600.00
21	200	ton	#57 River Gravel/Sandstone	\$ 18.00	\$ 3,600.00
22	200	ton	1-1/2" Crusher Run Stone	\$ 12.00	\$ 2,400.00
23	200	linear foot	8" ADS Pipe (Perforated or Solid)	\$ 7.25	\$ 1,450.00
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	\$ 9.00	\$ 4,500.00
28	500	linear foot	24" Hancor HI-Q Sur-Lok pipe or equal	\$ 12.00	\$ 6,000.00
29	500	linear foot	36" Hancor HI-Q Sur-Lok pipe or equal	\$ 29.00	\$ 14,500.00
30	200	square yard	Filter Fabric - Dupont Tyvar 3401 or equal	\$ 1.60	\$ 320.00
31	100	linear foot	Permanent Fencing	\$ 10.00	\$ 1,000.00
32	3	each	Access Gate - 16 foot heavy guage round tubular farm gate	\$ 250.00	\$ 750.00
33	6	linear height	Type "A" Manhole - <i>As per DOH Standard Detail Ref Sheet DR7-A.</i>	\$ 100.00	\$ 600.00
34	3	each	Type "G" Drop Inlet with grate - <i>As per DOH Standard Detail Ref Sheet DR6-G.</i>	\$ 950.00	\$ 2,850.00
35	5	each	8" SDR 35 PVC Pipe Clean-out	\$ 100.00	\$ 500.00
36	5	each	12" SDR 35 PVC Pipe Clean-out	\$ 200.00	\$ 1,000.00
37	50	hour	Vacuum Truck	\$ 60.00	\$ 3,000.00

013

**RFQ# DEP13919**  
**Southern Maintenance**  
**Bid Sheet Continuation**

38	10	each	Gabions (3'x3'x6' zinc-coated basket)	\$ 750.00	\$ 7,500.00
39	1	each	Concrete Mine Seal Box	\$5,000.00	\$ 5,000.00
40	10	cubic yard	3000 psi Structural Concrete	\$ 110.00	\$ 1,100.00
41	10	bag	Soda Ash Briquette 50# bags	\$ 15.00	\$ 150.00
42	20	hour	2" Water Pump	\$ 15.00	\$ 300.00
43	20	hour	Chain Saw (20" bar)	\$ 3.00	\$ 60.00
44	20	hour	Weed Eater with Brush Blade	\$ 3.00	\$ 60.00
45	5	gallon	Roundup Vegetation Killer	\$ 10.00	\$ 50.00
46	50	square yard	Asphalt Wearing Course Material	\$ 35.00	\$ 1,750.00
47	20	hour	Hydraulic Excavator Hammer (4000#)	\$ 195.00	\$ 3,900.00
48	20	hour	Laborer I*****	\$ 60.00	\$ 1,200.00
49	20	hour	Laborer II*****	\$ 60.00	\$ 1,200.00
50	20	hour	Laborer III*****	\$ 60.00	\$ 1,200.00
51			SOIL ANALYSIS TESTING****		
51A	5	each	Acid Base Count	\$ 30.00	\$ 150.00
51B	10	each	Nutrients	\$ 20.00	\$ 200.00
51C	10	each	pH (field)	\$ 40.00	\$ 400.00
51D	10	each	pH (lab)	\$ 10.00	\$ 100.00
			<b>TOTAL</b>		\$ 193,340.00

- \* The quantities are applied for bidding purposes only; actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
- \*<sub>1</sub> Trucks are for on site haulage only. No payment will be made for truck hours used hauling materials to the site. Delivery costs should be included in the unit cost associated with the materials.
- \*<sub>2</sub> The sewer cleaning truck shall be capable of delivering 55 GPM at 2000 PSI. The truck shall have a minimum of 500 feet of one inch I.D. hose capable of operating at 2000 PSI with a burst pressure of 5000 pounds.
- \*\* This item is intended for mobilization and demobilization of equipment only; all other costs will be incidental to the other items.
- \*\*\* Straw mulch unit rate shall also include the application of 100 gallons/acre of asphalt emulsion or equal, to anchor the mulch.
- \*\*\*<sub>1</sub> Limestone sand shall be 97% CaCO<sub>3</sub> 16 Mesh Limestone (Glass Factory Limestone) 0% shall be retained on No. 12 Mesh screen 20% maximum retained on No. 20 mesh screen and 20% maximum passing a No. 170 mesh screen. Price shall include delivery to the site.
- \*\*\*\* Soil Analysis Testing shall be performed by a qualified West Virginia Lab.
- \*\*\*\*\* Laborer item for handwork only. The minimum of \$25.00 is all that is acceptable. Note: Certified payroll submittal for each worker must reflect prevailing wage rate for that classification as per the specific county of the affected project.

An equipment list shall be submitted and approved prior to any work taking place. All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

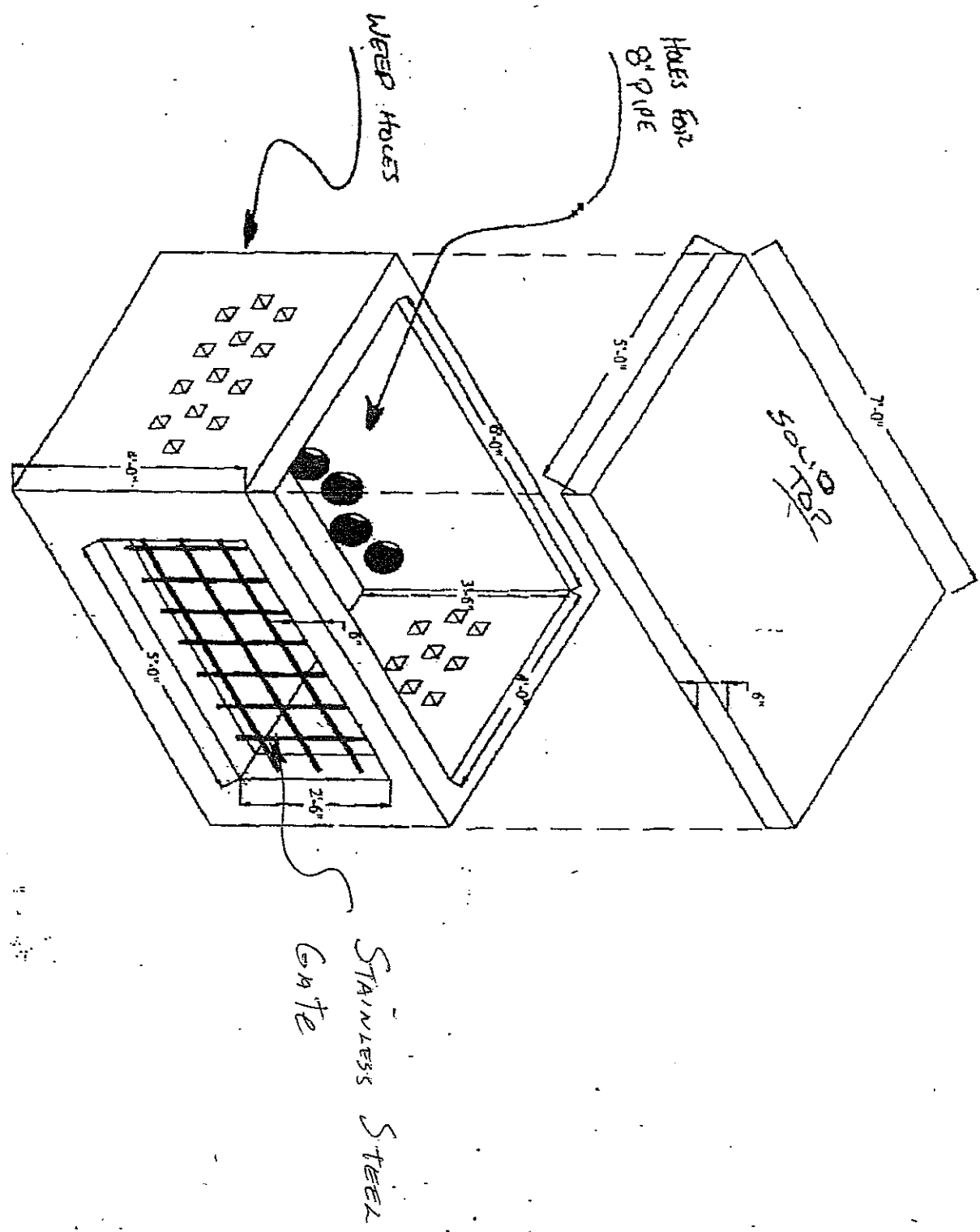
Labor for operating equipment and installing materials shall be incidental to each item.

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

Certified Payrolls will be submitted to the WVDEP on each work directive.

**GABIONS:** Gabion shall consist of double-twisted wire mesh manufactured from zinc-coated steel wire conforming to ASTM A 641 Class 3 coating, soft temper, which is zinc-coated before double twisted into mesh. Tensile strength of wire used for double twisted mesh, lacing wire and stiffeners

RFQ# DEP13919





OMB #1029-0119  
Expiration Date: 01/31/2010

**AML CONTRACTOR INFORMATION FORM**

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

**Part A: General Information**

Contractor Name McCourt & Son Construction Tax Payer ID No.: 55-062-4840  
Address: 2790 Centralia Road  
City: Sutton State: WV Zip Code: 26601 Phone: 304-765-5288  
Fax No.: 304-765-5293 E-mail address: mccourtandson@wirefire.com

**Part B: Legal Structure**

Corporation     Sole Proprietorship     Partnership     LLC  
 Other (please specify) \_\_\_\_\_

**Part C: Certifying and updating information in the Applicant/Violator System (AVS).**

Select only one of the following options, follow the instructions for that option, and sign below.

I, Tommy McCourt, have the express authority to certify that:  
(print name)

Information on the **attached** Entity OFT from AVS is accurate, complete, and up-to-date. If you select this option, you **must** attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.

\_\_\_\_\_ Part of the information on the **attached** Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you **must** attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.

\_\_\_\_\_ Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

08/14/2007  
Date

Tommy McCourt President  
Signature Title

**IMPORTANT!**

In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or request it from www.avs.osmre.gov on the Internet.

Date: 7-Jul-2006

Applicant Violator System  
Organizational Family Tree (OFT)

Time :11:44:12  
Page: 1

(139788) MCCOURT & SON CONSTR INC

Total Number: 6

Entity ID	Name	Desc Code	Begin Date	End Date	Pct. Hold	Own. Code
139789	MCCOURT, TOMMY H	PRS	14-Feb-1982			
139789	MCCOURT, TOMMY H	SH	14-Feb-1982		50%	
139790	MCCOURT, LYDIA	SEC	14-Feb-1996			
139790	MCCOURT, LYDIA	TRS	14-Feb-1996			
139790	MCCOURT, LYDIA	SH	14-Feb-1996		50%	
139791	MCCOURT, JAMES C	VP	14-Feb-1996			

Bond# 5489

Agency Purchasing  
REQ.P.O# DEP 13919

**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 Companion Property and Casualty  
Insurance Company of 18051 Jefferson Park Rd #104 Middleburg Hts OH 44130, a corporation organized and existing under the laws of the State of S Carolina with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Thousand and no/100 (\$ 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 13919 Abandoned Land Mine Sites Open End Maintenance Southern Counties

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.

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 14th day of August, 20 07.

Principal Corporate Seal

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

By *Tommy McRae*  
(Must be President or Vice President)

President  
(Title)

Surety Corporate Seal

Companion Property and Casualty Insurance Company  
(Name of Surety)

*ACF*  
Attorney-in-Fact  
Andrew C. Heaner

**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.**

**Part D.**

**Contractor Name:** \_\_\_\_\_

If the current entity and Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business affiliations. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

**PAPERWORK REDUCTION STATEMENT**

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 SIB, Constitution Ave., NW, Washington, D.C. 20240.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) 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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

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  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

02

AGENCY \_\_\_\_\_ (A)  
 RFQ/RFP# \_\_\_\_\_ (B)

**Bid Bond**

- (A) WV State Agency  
 (Stated on Page 1 "Spending Unit")  
 Request for Quotation Number (upper  
 right corner of page #1)
  - (C) Your Company Name
  - (D) City, Location of your Company
  - (E) State, Location of your Company
  - (F) Surety Corporate Name
  - (G) City, Location of Surety
  - (H) State, Location of Surety
  - (I) State of Surety Incorporation
  - (J) City of Surety Incorporation
  - (K) Minimum amount of acceptable bid  
 bond is 5% of total bid. You may state  
 "5% of bid" or a specific amount on  
 this line in words.
  - (L) Amount of bond in figures
  - (M) Brief Description of scope of work
  - (N) Day of the month
  - (O) Month
  - (P) Year
  - (Q) Name of Corporation
  - (R) Raised Corporate Seal of Principal
  - (S) Signature of President or Vice  
 President
  - (T) Title of person signing
  - (U) Raised Corporate Seal of Surety
  - (V) Corporate Name of Surety
  - (X) Signature of Attorney in Fact of the  
 Surety
- NOTE: Dated, Power of Attorney with Raised  
 Surety Seal must accompany this bid  
 bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
 \_\_\_\_\_ (C) of \_\_\_\_\_ (D) \_\_\_\_\_ (E)  
 as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G) \_\_\_\_\_,  
 \_\_\_\_\_ (H) \_\_\_\_\_, a corporation organized and existing under the laws  
 of the State of \_\_\_\_\_ (I) \_\_\_\_\_ with its principal office in the City of  
 \_\_\_\_\_ (J) \_\_\_\_\_, as Surety, are held and firmly bound unto The State  
 of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K)  
 (\$ \_\_\_\_\_ (L) \_\_\_\_\_) 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 \_\_\_\_\_ (M) \_\_\_\_\_

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 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 time within which the Obligee may accept such bid and said  
 Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their  
 hands and seals, and such of them as are corporations have caused their corporate  
 seals to be affixed hereto and these presents to be signed by their proper officers,  
 this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O) \_\_\_\_\_, 20 \_\_\_\_\_ (P) \_\_\_\_\_

Principal Corporate Seal

(R)

\_\_\_\_\_  
 (Name of Principal)  
 By \_\_\_\_\_ (S)  
 (Must be President or  
 Vice President)  
 \_\_\_\_\_ (T)  
 Title

Surety Corporate Seal

(U)

\_\_\_\_\_  
 (Name of Surety)  
 \_\_\_\_\_ (X)  
 Attorney-in-Fact

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

# COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P. O. Box 100165 (29202)  
51 Clemson Road  
Columbia, SC 29229

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Jessica B. Gardiner of Loganville, Georgia; Mary F. Holland of Chamblee, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Canton, Georgia; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; David R. Brett of Columbia, South Carolina; or Donald H. Gibbs of Atlanta, Georgia, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of **\$1,000,000 (One Million dollars)**.

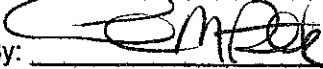
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 24<sup>th</sup> day of December 2003.

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 22<sup>nd</sup> day of December 2006.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

By:   
Charles M. Potok, President

  
Curtis C. Stewart, Vice President & CFO

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

On this 22<sup>nd</sup> day of December, 2006, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and Vice President & CFO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed; and that they signed their names thereto pursuant to due authorization.

 Notary Public, State of SC, Qualified in Richland County Commission Expires: 7/16/14

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

I, the undersigned, an Officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 14<sup>th</sup> day of August, 2007

  
Curtis C. Stewart, Vice President & CFO

*State of West Virginia*  
*Offices of the Insurance Commissioner*  
*Certificate of Authority*


*Whereas*, **COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY** domiciled in the State of South Carolina has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

*Therefore*, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ARTICLE 1, SECTION 10(c) -- FIRE  
ARTICLE 1, SECTION 10(d) -- MARINE  
ARTICLE 1, SECTION 10(e) -- CASUALTY  
ARTICLE 1, SECTION 10(f) (1) (2) & (3) -- SURETY

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31<sup>st</sup> day of May, 2008, unless this license be sooner revoked. Pursuant to W. Va. Code 33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

*In Testimony Whereof*, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1<sup>st</sup> day of June, 2007.

  
Jane L. Cline  
Insurance Commissioner



WV File #1602



**Companion Property & Casualty Insurance Company**

NAIC Company Code: 12157  
NAIC Group Code: 0661

**Statutory Financial Statement  
As of December 31, 2005**

<u>Assets</u>			<u>Liabilities</u>
Bonds:	\$ 209,225,230	Reserve for:	
Stocks:	8,841,531	a) Losses & LAE:	\$ 159,613,743
Cash & Short-term Investments:	46,011,217	b) Unearned Premiums:	70,788,900
Agents Balances or Uncollected:		c) Expenses, Taxes, Licenses & Fees:	22,108,826
Reinsured Companies:	62,466,033	Payables to Parents, Subsidiaries & Affiliates:	5,305,930
Amounts Recoverable From Reinsurers:	2,125,335	Other Liabilities:	10,501,977
Other Assets:	28,143,570		
		<b>Total Liabilities:</b>	<b>\$ 268,319,376</b>

<b>Total Admitted Assets:</b>	<b>\$ 356,812,916</b>	<b>Total Liabilities &amp; Policyholder Surplus:</b>	<b>\$ 356,812,916</b>
		<b>Policyholder Surplus</b>	
		Capital Stock:	\$ 4,200,000
		Surplus:	84,293,540
		<b>Total Policyholder Surplus:</b>	<b>\$ 88,493,540</b>

**Notes:** Bonds & Stocks are valued in accordance with the basis adopted by the NAIC.

**Certification:** The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions there from for the period ended and have been completed in accordance with the NAIC Annual Statement instructions and Accounting Practices and Procedures manual except that: 1) state law may differ; or 2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.

Charles M. Potok, President

Curtis C. Stewart, VP & CFO

**Notarized:** State of South Carolina  
County of Richland

On the 26<sup>th</sup> day of April, 2006 before me came the above named officers of Companion Property and Casualty Insurance Company who personally known to be individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company hereto by authority of their office.

Notary Public

My Commission expires: 25 MAY 2015



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 owned 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 exceed five percent of the total contract amount.

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

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

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

Authorized Signature:  Date: 08/14/2007