

MCCOURT & SON CONSTRUCTION, INC. 2790 CENTRALIA ROAD

SUTTON, WV 26601

VOICE: 304-765-5288

FAX: 304-765-5293

FAX TRANSMISSION		interpretation
TO: State of WU-Purchasing Divison		
fax number: 304-558-3970 date: 5/18/10		_
FROM: Tommy McCourt NUMBER OF PAGES TO FOLLOW: 22		•
REMARKS Sealed Bid Enclosed		
RFQ Number: Dep 14959 Buyer: CB-23 Bid Opening Date: 5/18/10 Bid Opening Time: 1:30		
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WV PURCHASING DIVISION 2019 WASHINGTON ST E PO BOX 50130 CHARLESTON WV 25305-0130		



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

Request for DEP14959

DEP14959

1

ADDRESS CORRESPONDENCE O A FIENTION OF CHUCK BOWMAN 304-558-2157

MCCOURT AND SON

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

RFQ COPY TYPE NAME/ADDRESS HERE McCourt & Son Construction, Inc. 2790 Centralia Road Sutton, WV 26601 304-926-0499 25304

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05/17/2010 21:45

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

3047655293

Request for Request for Quotation

DEP14959

PAGE 2

ADDRESS:CORRESPONDENCE TO ATTENTION OF SECOND dhuck bowman 304-558-2157

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

RFQ COPY TYPE NAME/ADDRESS HERE McCourt & Son Construction, like 2790 Centralia Road Setton, WV 26601

DATE PRINTED TERMS GESALE SHIP VIA F.O.B.	FREIGHT TERMS
03/03/2010	
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TOTAL MAN DE COURT THE PROM MYDER	
FLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST., SE, CHARLESTON, WV 25304,	
FH. 304-926-0485 UPON FAYMENT OF \$10.00 NON-REFUNDABLE	
FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER.	
NO CASH WILL BE ACCEPTED.	
EXHIBIT 5	
WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICI-	
TATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT	
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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for REQUIRED NUMBER Quotation

DEP14959

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CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AMLER AND THE PROOF 601 57TH STREET SE CHARLESTON WV 304 926-0499

ADDRESS CORRESPONDENCE TO ATTENUOR OF

RFQ COPY TYPE NAME/ADDRESS HERE Melouri & Son Construction, the 2790 Centralia Road Sutton, WV 26601

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

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Request for RESINUMBER

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ADDRESS CORRESPONDENCE 10 A HENHOMORESSESSES CHUCK BOWMAN 304 - 558 - 2157

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

RFQ COPY TYPE NAME/ADDRESS HERE McCourt & Son Consulay.

2790 Centralia Road Sutton, WV 26601

DATE PRINTED. TER	Misofsale Shipvia	F.O.B	FAEIGHTTERMS
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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

3047655293

Request for Quotation DEP14959

CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE 601 5/11 WV 304-926-0499

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

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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Request for Quotation

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ADDRESS CORRESPONDENCE TO A LENTION OF

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CHUCK BOWMAN 304-558-2157

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

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

TYPE NAME/ADDRESS HERE

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

REQUEST TOT BEQUUMBER DEP14959

PAGE

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

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

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

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Quotation

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ADDRÉSS CORRESPONDENCE TO ATTENHON OF CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION S DEPARTMENT OF POFFICE OF AML&R CHARLESTON, WV

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

TYPE NAME/ADDRESS HERE McCourt & Son Construction, Inc. 2790 Centralia Road Sutton, WV 26601 25304 3'04-926-0499

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CHUCK BOWMAN 304-558-2157

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

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TYPE NAME/ADDRESS HERE McCourt & Son Construction, Inc.

Sutton WV 26601

2790 Centralia Road

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

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DEP14959

PAGE 11

MADDRESS CORRESPONDENCE TO A CLENTION OF CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION ADEPARTMENT OF OFFICE OF AML&R 翠601 57TH STREET SE CHARLESTON, WY 3:04-926-0499 25304

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

Request for
Quotation
DEP14959

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CHUCK BOWMAN

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PAGE 12

304-558-2157

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

TYPE NAME/ADDRESS HERE McCourt & Son Construction, Inc.

2790 Centralia Road Sutton, WV 26601

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

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REQUEST TO REPORT NUMBER Quotation

DEP14959

13

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

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

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

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Request for REGINUMBER Quotation

DEP14959

14

address:correspondence fo anienmonio e CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF 601 57TH STREET SE CHARLESTON, WV

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

MCCOURT & SON CONSTRUCTION INC.

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Request for BEONUMBER

DEP14959

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CHUCK BOWMAN 304-558-2157

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

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Part A: General Information

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OMB \(\pm\)1029-0119 Expiration Date: 1/31/13

AML CONTRACTOR INFORMATION FORM

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

•		•	m m. m. II) No no	1040
Business Namemo	Court &	Son Constru	uctioTax Payer II	7 No.:55-06	2-4040
Address: <u>2790</u>	Centra	lia Road	7in Code	Phone:	
City: Sutton		_ State: WV	Zip Code: 26601	_ 1 10110.304	-765-528 8
ax No.:304-76	5-5293	E-mail addre	ess:		
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Part B: Legal St	ructure		•		
X) Corporation Other (please	() Sol	e Proprietorship	· () Partnership) ()LL	Ċ
Part C: Certifyin Select only one o	ng and upda f the followi	ating information ng options, follov	in the Applicant/ v the instructions for	Violator Syste that option, a	m (AVS). nd sign below.
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IMPORTANT! In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or from the AVS website at https://avss.osmre.gov.

Date: 7-Jul-2006

Applicant Violator System Organizational Family Tree (OFT)

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(139788) MCCOURT & SON CONSTR INC

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Harvey Highwall Requisition # DEP14959

Contractor's Bid Sheet

Company	Name <u>McC</u>	ourt	&	Son	Con	ıstru	iction	Inc.
					~		************	

Addross:	2790	Cen	tra	lia	Road	<u>-</u>
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The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

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2.0	1	ĽS	Construction Layout (Limited to 5% of Total Bid)	· LS	\$ 7,000.00
3.0	1	LS	Qua lity Control (Limited to 3% of Total Bid)	LS	\$ 500.00
4.0	l	LS	Site Preparation (Limited to 10% of Total Bid)	LS	\$14,000.00
4.1	180	ΤN	Gravel Driveway Rehabilitation	\$25.00	\$ 4,500.00
5.0	4,940	LF	Scdiment and Erosion Control	\$ 2.75	\$13,585.00
6.0	2.5	AC	Revegetation	***************************************	\$ 4,625.00
7.0	420	LF	6' Grouted Riprap Channel		\$24.780.00
7.1	285	LF	8' Grouted Riprap Channel	\$70.00	\$19,950.00
7.2	75.	LF	18" HDPE Pipe	\$40.00	\$ 3,000.00
7.3	1	EΑ	Type "A" Manhole	\$3,200.00	\$ 3,200.00
8.1	15,000	CY	Unclassified Excavation		\$60,000.00
9.1	1	EA	Wer/Modified Mine Seal		\$ 7,800.00
9.2	30	LF	Mine Conveyance Pipe		\$ 1.200.00
9.3	15	EA	Soda Ash Briquettes (50 LB Bags)	\$20.00	\$ 300.00
11.1	140	LF	4' x 8' Underdrain (12" PVC SDR 35)	\$62.00	\$ 8,680.00
11.2	20	LF	Underdrain Conveyance Pipe (12" PVC SDR 35)	\$14.00	\$ 280.00
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MCCOURT AND SON

PAGE 20

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		A	Purchasing Division
			EQ.P.O# DEP 14959
•	SID BOND		
KNOW ALL MEN BY THESE PRESENTS, That V	m the understaned.	McCourt & Son Co	nstruction, Inc.
	est Virginia 26601	as Principal, and _	Berkley Regional Insurance Compar
of 11201 Douglas, Urbandale, IA 50322	a corporation		under the laws of the State of DE
the part of the pa	Irbandale	ماهور محمد المحمد المحم	mud firmly bound unto the State
West Virginia, as Obligee, in the penal suit die Percen			for the payment of which,
land truly to be made, we jointly and severally bind out	ochos, our heirs, ac	ministrators, executors	, Successors and applying.
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INCORTANT - Surely executing bonds must be licensed in West Virginia to transact curety incurance. Raised corporate sexts

must be officed, a power of attorney must be attached.

865-694-4847

POWER OF ATTORNEY BERKLEY REGIONAL INSURANCE COMPANY WILMINGTON, DELAWARE

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

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

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceen Ten Million and 00/100 Dollars (\$10,000,000.08), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

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

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

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

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by factimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNE IS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate scal hereunto affixed this 17 day of Mance 2009.

> nal Insurance Company Berkley R Ira S. Lederman Senior Vice President & Secretary Senior Vice President

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

STATE OF CONNECTICUT) CCUNTY OF FAIRFIELD

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

EILEEN KILLEEN Ciacon Freeze NOTARY PUBLIC LIN COMMISSION EGARGS JUNE 30, 2012 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is harde, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Poweriof Attorney is attached, is in full force and effect as of this date. 2010

Company, this 21 day of

Steven Coward

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

(Scal)



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, <u>Tommy McCourt</u> , 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 <u>McCourt & Son Construction Inc.</u> (Company Name)				
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.				
The above statements are sworn to under the penalty of perjury. McCourt & Son Construction Inc.				
(Company Name)				
By: Dingfledo				
Title: President				
Date: 5/18/10 00 00 00 00 00 00 00 00 00 00 00 00 0				
Taken, subscribed and sworn to before me this 18 day of May 2010.				
Notary Public, State of West Virginia Bernadette Gaddy Rt 1 Box 30 Frametown, WV 26623 Second State of West Virginia Frametown, WV 26623				
My commission expires April 6, 2019 (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. Jan 2009

My commission expires April 6, 2019

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RFQ No. DEP14959

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE Vendor's Name McCourt & Son Constructi State of County of ___Braxton Taken, subscribed, and sworn to before me this 18 day of My Commission expires Official Seal Notary Public, State of West Virginia Bernadette Gaddy Rt 1 Box 30 Frametown, WV 26623