

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

RECEIVED
 2010 JUL 29 A 11:29
 PURCHASING DIVISION
 STATE OF WV

FAX TRANSMISSION

TO: State of WV - Purchasing Division - Chuck Bowman

FAX NUMBER: 304-558-3970 DATE: _____

FROM: Tommy McCourt

NUMBER OF PAGES TO FOLLOW: 28

REMARKS: **Sealed Bid Enclosed**

RFQ Number:	<u>DEP14397</u>
Buyer:	<u>CB-23</u>
Bid Opening Date:	<u>7/29/10</u>
Bid Opening Time:	<u>1:30</u>

Mail To:

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



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
DEP14397

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1

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

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

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	POB	FREIGHT TERMS
05/24/2010				

BID OPENING DATE: 07/14/2010	BID OPENING TIME: 01:30PM
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$628,475.00
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF PRINCESS SUSAN COAL COMPANY UNDER REVOKED PERMIT NUMBER(S) S-6-85 ON A SITE OF APPROXIMATELY 25 ACRES LOCATED NEAR CEDAR GROVE, WEST VIRGINIA, (KANAWHA CO.).</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 06/16/2010 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFOR</p>						

SIGNATURE: <i>[Signature]</i>		TELEPHONE: 304-765-5288	DATE: 7/14/10
TITLE: President	FEIN: 55-062-4840	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **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. 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/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>MATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: AT CEDAR GROVE, WV, TURN ONTO KELLY'S CREEK ROAD (COUNTY ROAD 81/12) TRAVEL ABOUT 1 MILE ON CR 81/12 AND TURN LEFT AT THE WARD CEMETERY. FOLLOW ROAD PAST CEMETERY GATES AND UP HILL TO MINE SITE. MINE SITE IS AT THE TOP OF THE HILL</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG FREE WORK PLACE AFFIDAVIT MUST BE SIGNED & SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WV CODE. FAILURE TO SUBMIT THE</p>						

SIGNATURE	TELEPHONE	DATE
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TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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<p>SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</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 KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE</p>						

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<p>MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: . McCourt. & Son. Construction. Inc.</p> <p>CONTRACTORS LICENSE NO. : WV001913.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Glenn McCourt</i>	TELEPHONE 304-765-5288	DATE 7/14/10
TITLE President	FEIN 55-062-4840	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES AS USED IN THIS CONTRACT.</p> <p>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.</p> <p>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 OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p>						

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<p>A. 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,</p> <p>B. 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.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED</p>						

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<p>FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
DEP14397

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9

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
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499.

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/24/2010				

BID OPENING DATE: 07/14/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p>						

SIGNATURE			TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE			



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25306-0130

Request for Quotation

BID NUMBER
 DEP14397

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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
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/24/2010				

BID OPENING DATE: 07/14/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1		X				
NO. 2		X				
NO. 3						
NO. 4						
NO. 5						

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

VENDOR MUST CLEARLY 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.

..... SIGNATURE

McCourt & Son Construction Inc..... COMPANY

7/14/10..... DATE

REV. 11/96

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-765-5288	7/14/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-062-484-	

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



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
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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
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/24/2010				

BID OPENING DATE: 07/14/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	QTY NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: CB-23						
REQ. NO.: DEPL4397						
BID OPENING DATE: 07/14/2010						
BID OPENING TIME: 1:30 P.M.						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
304-765-5293						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
Tommy McCourt						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tommy McCourt</i>	TELEPHONE 304-765-5288	DATE 7/14/10
TITLE President	FAX 55-062-4840	ADDRESS CHANGES TO BE NOTED ABOVE

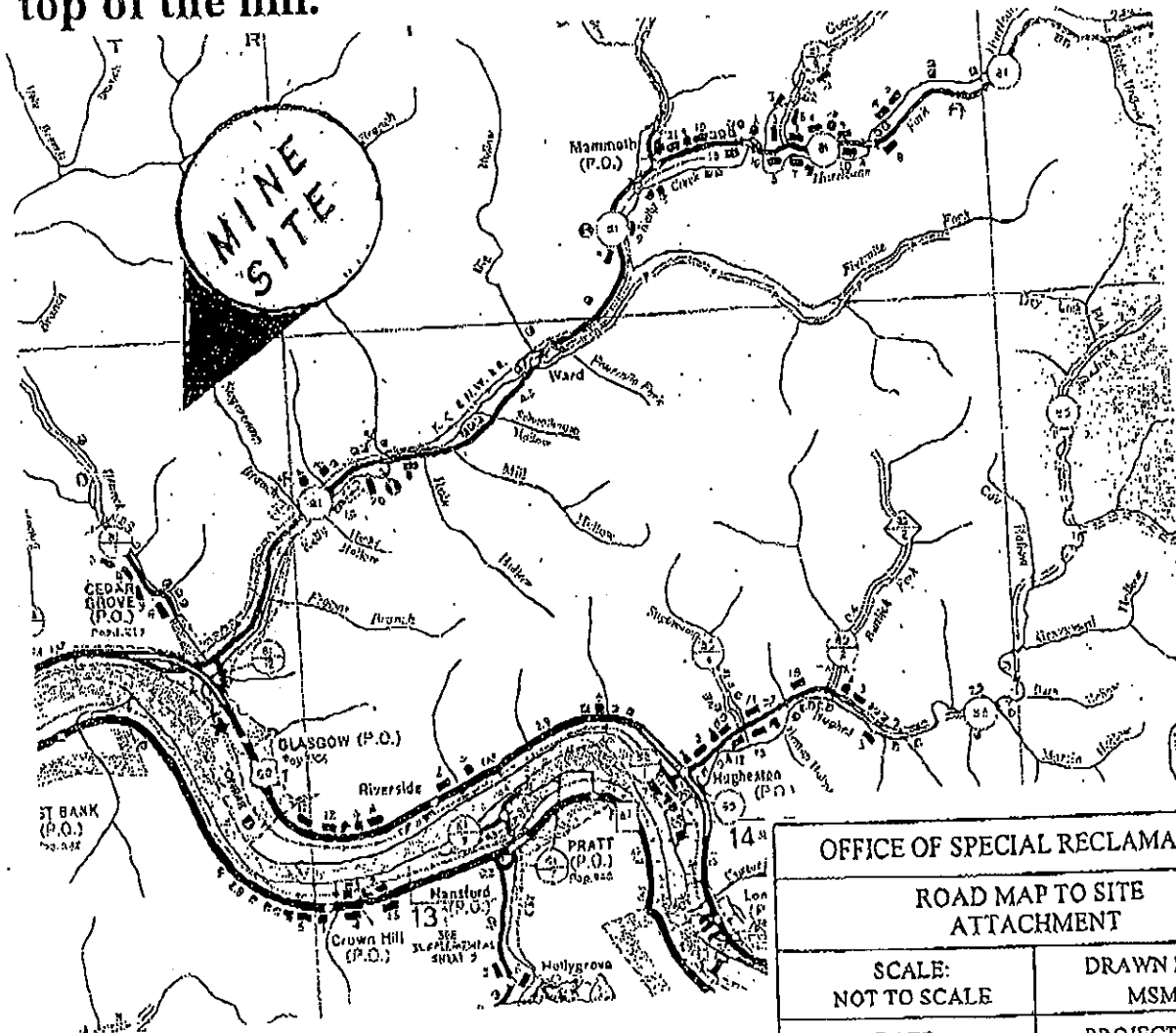
WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

BUYER CB-23	PAGE	REQ. OR PO NO DEP 14397
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

PRINCESS SUSAN COAL CO.
S-6-85

At Cedar Grove, WV, turn onto Kelly's Creek Rd.
(County Rt. 81/12). Travel @ 1 mile on County Rt 81/12
and turn left at the Ward cemetary. Follow road past
cemetary gates and up hill to mine site. Mine site is at the
top of the hill.



OFFICE OF SPECIAL RECLAMATION	
ROAD MAP TO SITE ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY: MSM
DATE: 12/5/2006	PROJECT NO: S-6-85

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REV. 5-26-09 PURCHASING CONTINUATION SHEET
VENDOR:

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Princess Susan Coal Company, Permit S-6-85, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item #3.0. If, fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management in the form as described in bid item #6.0 shall be installed at locations as directed by the DEP on-site representative.
3. Concurrent and continuous reclamation shall begin at point A as shown on the site plan and shall end at point B. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item #4.0)
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. Construct approximately three hundred linear feet (300LF) limestone rip rap channel number one A (#1A) at the toe of valley fill next to access road. Channel 1A will be lined with eighteen inches (18") of six inch to twelve inch (6"-12") limestone rip-rap choked down with one and a half inch (1 1/2") limestone crusher run. The cost of the stone and excavation will be inclusive in the cost of limestone rip rap channel (1A) (see attached specifications and/or plans).
7. Install two (2) wet mine seals at Site B points shown on site plan. The mine seal sites will be graded to a 2' horizontal to 1' vertical slope using soil capable of supporting vegetation. A grass lined one foot (1') V-ditch will be constructed from the upper mine seal discharge pipe to the lower mine seal discharge pipe. The cost of the stone, pipe, non-woven filter fabric, grass lined V-ditch, and regrading will be inclusive to the cost of the mine seal (see attached specifications and/or plans).
8. Construct approximately four hundred linear feet (400LF) of two foot (2') limestone rip-rap V-ditch number one-B (1B) beginning at mine seal discharge pipe two (2) above hollow and emptying into natural stream channel in hollow below mine seals. Two sections of V-ditch #1B will be grouted rip-rap (approximately 150' total length) with 100% penetration of all voids in rip-rap as shown on site plans. Non-grouted sections of V-ditch #1B will be constructed using standard limestone rip-rap choked down with one and a half inch (1 1/2") limestone crusher run. Grouted sections will use sandstone or limestone rip-rap and will be "keyed" in at starting and ending points. Cost of the grout, excavation and stone will be inclusive to the cost of V-ditch #1B (see attached specifications and/or plans).
9. Construct approximately sixty linear feet (60LF) of sandstone underdrain at the point designated on the western side of site B. The underdrain will discharge into two foot (2") V-ditch number one B (#1B). Underdrain is to be constructed by excavating a four foot (4') by four foot (4') trench. Placing a layer of non-woven filter fabric in

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VENDOR:

- the trench and filling trench with three inches (3") to six inches (6") sandstone rip-rap. The filter fabric will be wrapped 360° around the rip-rap and will have a one foot (1') overlap at any joints in the fabric. Underdrain will be installed as to have a positive discharge in to 2' V-ditch #1B. Cost of the stone and non-woven fabric will be inclusive to the cost of the underdrain (see attached specifications and/or plans).
10. Construct a rock check dam in the hollow immediately to the south of 2' V-ditch 1B as shown on the site C plan. The rock check dam will be constructed of three inch (3") to six inch (6") screened sandstone. Check dam will be keyed in 6" and will have a two foot (2') top width. Check dam will be formed in a v shape with the point of the v facing limestone rip rap channel number two C (#2C). Check dam will be constructed as to direct any water flowing down hollow into limestone channel 2C. The cost of the excavation and stone will be inclusive in the cost of check dam (see attached specifications and/or plans).
11. Construct approximately three hundred linear feet (300LF) of limestone rip rap channel number two C (#2C) at the toe of the rock check dam. Channel 2C will be lined with eighteen inches (18") of six inch to twelve inch (6"-12") limestone rip-rap choked down with one and a half inch (1 1/2") limestone crusher run. The cost of the stone and excavation will be inclusive in the cost of limestone rip rap channel (2C) (see attached specifications and/or plans).
12. Construct approximately three hundred fifty linear feet (350LF) of limestone rip rap channel three D (3D) at point shown on SITE D plan. A limestone rip-rap spillway with drive-thru will be constructed to receive water from existing wetland at the road berm and will discharge into limestone rip rap channel 3D. Channel 3D will be lined with eighteen inches (18") of six inch to twelve inch (6"-12") limestone rip-rap choked down with one and a half inch (1 1/2") limestone crusher run and will discharge into the natural stream channel below Channel 2C. The cost of the excavation, stone, and drive-thru will be inclusive to the cost of limestone rip rap channel 3D (see attached specifications and/or plans).
13. Construct approximately fourteen hundred linear feet (1400LF) of limestone rip-rap channel four E (4E). Channel 4E will start at the area designated as the access road fill and will discharge water into the natural stream channel in the hollow below site E as shown on SITE E plan. A thirty linear foot (30LF) long section will be constructed to receive water from the reworked rock core. A limestone check dam will be constructed in channel 4E just to the south of the first discharge point. A drive-thru will be installed at each point where channel 4E intersects the existing access road. The cost of the excavation, drive-thrus, stone and check dam will be inclusive to the cost of channel 4E (see attached specifications and/or plans).
14. Rework the existing rock core at the eastern side of SITE E by removing and burying sandstone boulders and replacing the boulders with thirty six inch (36") limestone rip-rap. The section of reworked rock core will be approximately fifty feet (50') in length as measured on the surface. The cost of the excavation and stone will be inclusive to the cost of reworking the rock core (see attached specifications and/or plans).
15. Construct a limestone fill/underdrain at point designated as SITE F on site plan. Construct approximately one hundred linear feet (100LF) of two foot by two foot (2' x 2') limestone underdrain from the inside of the access road curve to the discharge point at the out slope of the bench. The underdrain will be constructed of three inch to six inch (3"-6") limestone rip-rap which will be wrapped 360° with non-woven filter fabric. The limestone fill section will be created by filling from the inside of the curve in the existing access road to the tree line with an eighteen inch (18") layer of three inch to six inch (3"-6") limestone rip-rap. The area will be graded prior to the placement of the rip-rap, to drain to the start of the two foot by two foot (2' x 2') limestone underdrain and channel 5F. The cost of the excavation, non-woven filter fabric, grading and stone will be inclusive to the cost of limestone fill/underdrain (see attached specifications and/or plans).

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VENDOR:

16. Construct approximately one hundred linear feet (100LF) of limestone channel five F (5F) directly on top of two foot by two foot (2' x 2') limestone underdrain. Channel 5F will receive surface water from the limestone fill area and will discharge water at the out slope of the bench as shown in SITE F plans. Channel 5F will be lined with eighteen inches (18") of three inch to six inch (3"-6") limestone rip-rap. Channel 5F will have a drive-thru installed at the point where the existing access road intersects with channel 5F. The cost of the stone, excavation, and drive-thru will be inclusive to the cost of channel 5F (see attached specifications and/or plans).
17. Construct approximately three hundred twenty five linear feet (325LF) of channel six G (6G). Three hundred linear feet (300LF) of channel 6G will be constructed on top of the existing rock core as shown in SITE G site plan and will discharge into the existing sump. Channel 6G will be lined with eighteen inches (18") of six inch to twelve inch (6"-12") limestone rip-rap choked down with one and a half inch (1 1/2") limestone crusher run. The original ground on each side of channel 6G will be graded to allow surface water to enter the channel. An additional twenty five linear foot (25LF) section of channel 6G will be constructed with eighteen inches (18") of six inch to 12 inch (6" - 12") limestone rip-rap beginning at the drive-thru and will discharge into existing streambed. The cost of the excavation and stone will be inclusive to the cost of channel 6G (see attached specifications and/or plans).
18. Rework the existing sump at the end of the rock core / channel 6G by excavating out any accumulated sediment and vegetation to a depth of eighteen inches (18") below the grade of the existing culvert pipe. The sump embankment will also be removed down to the existing culvert. A new sump embankment will be constructed using standard limestone rip-rap with a drive-thru installed on top of the embankment. The drive-thru will be constructed of six inches (6") of three inch to six inch (3" - 6") limestone rip-rap choked down with three inch (3") limestone crusher run on top of the standard limestone rip-rap embankment. The sump will be lined with eighteen inches (18") of six inch (6") limestone rip-rap. Sump will discharge through existing road culvert as well as limestone underdrain. The cost of the excavation, drive thru, underdrain, and stone will be inclusive to the cost of reworking the existing sump at Site G (see attached specifications and/or plans).
19. Construct a four foot by four foot (4' x 4') sandstone underdrain as shown on SITE H site plan. Underdrain will be constructed of six inch (6") limestone rip-rap and will be wrapped with non-woven filter fabric, 360° around the sandstone rip-rap with a one foot (1') overlap of the filter fabric. Underdrain shall be covered with a minimum of six inches (6") of soil except where the underdrain intersects the access road which will be covered with road surfacing material. The underdrain will discharge any collected water into a limestone fill. The cost of the stone, excavation, and non-woven filter fabric will be inclusive to the cost of the underdrain (see attached specifications and/or plans).
20. Construct a limestone fill area at the point designated on the SITE H site plan. The limestone fill will receive water from the four foot by four foot (4' x 4') sandstone underdrain as well as surface runoff. The center of the limestone fill shall be swaled to allow high surface water flows to discharge over the bench out slope. The fill will be constructed by excavating a triangle shaped area to a depth of four feet (4') (see typical attachment). The bottom six inches (6") will be filled with three inch (3") limestone crusher run. The remaining three and one half foot (3 1/2') will be filled with standard limestone rip-rap. The cost of the excavation and stone will be inclusive to the cost of the Site H limestone fill (see attached specifications and/or plans).
21. Construct six (6) additional limestone fills at the points designated on site plan and at the direction of the on-site DEP personnel. The center of the limestone fill shall be swaled to allow high surface water flows to discharge

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VENDOR:

over the bench out slope. The fills will be constructed by excavating a triangle shaped area to a depth of three feet (3') (see typical attachment). The bottom six inches (6") will be filled with three inch (3") limestone crusher run. The remaining two and one half feet (2 ½') will be filled with standard limestone rip-rap. The cost of the excavation and stone will be inclusive to the cost of the limestone fill (see attached specifications and/or plans).

22. Construct approximately two hundred fifty linear feet (250LF) of limestone channel number seven (#7) at the point designated on the site plan. Channel will be constructed by excavating to the width and depth shown on the typical. The channel will be lined with a six inch (6") layer of three inch (3") limestone crusher run with twelve inches (12") of standard limestone rip-rap. Channel number seven (#7) will receive surface water from the existing hollow and will discharge water into the existing road ditch. A drive-thru will be installed at the intersection with the access road. The cost of the stone, drive-thru, and excavation will be inclusive to the cost of channel number seven (#7) (see attached specifications and/or plans).

23. Construct approximately four hundred fifty feet (450') of Site A access road. The access road will begin at the existing access road and will end at limestone channel 1A. A layer of woven filter fabric will be placed on the constructed roadbed prior to placing six inches (6") of three inch (3") limestone crusher run. The crusher run shall be compacted by three (3) passes with a D-6 or larger dozer. The cost of the excavation, woven filter fabric, and stone shall be inclusive to the cost of the site A access road (see attached specifications and/or plans).

24. Construct approximately six hundred feet (600') of site C access road. The access road will begin at the existing access road and will end at end of channel 2C. A layer of woven filter fabric will be placed on the constructed road bed prior to placing six inches (6") of three inch (3") limestone crusher run. The crusher run shall be compacted by three (3) passes with a D-6 or larger dozer. The cost of the excavation, woven filter fabric, and stone shall be inclusive to the cost of site C access road (see attached specifications and/or plans).

25. Construct approximately five hundred feet (500') of site E access road. The access road will begin at the existing access road and will end at end of Channel 4E. A layer of woven filter fabric will be placed on the constructed road bed prior to placing six inches (6") of three inch (3") limestone crusher run. The crusher run shall be compacted by three (3) passes with a D-6 or larger dozer. The cost of the excavation, woven filter fabric, and stone shall be inclusive to the cost of site E access road (see attached specifications and/or plans).

26. Rework approximately ten thousand six hundred feet (10,600') of existing access road to a minimum ten foot (10') width around the entire bench. Existing access road will be regraded to provide positive drainage. A layer of woven filter fabric will be placed on the roadbed followed by a six inch (6") layer of three inch (3") limestone crusher run. The crusher run shall be compacted by three (3) passes with a D-6 or larger dozer. The cost of the excavation, woven filter fabric, and stone shall be inclusive to the cost of reworking the access road (see attached specifications and/or plans).

27. Regrade and revegetate all site disturbances using standard seed and fertilizer mixture with agricultural lime applied at a rate of three (3) tons per acre (see attached specifications and/or plans).

28. Existing access roads will be graded and maintained through the life of the contract to provide all weather access to permit area.

29. Remove all junk and debris from site and dispose of properly. Receipt or record showing proper disposal required with invoice.

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 VENDOR:

30. Install approximately one thousand linear feet (1,000LF) of sediment control as shown on the site map and as directed by on-site DEP personnel.

I, Stephen R, Nestor, the undersigned, hereby certify ¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.



Stephen R. Nestor
 Registered Professional Engineer WV No. 10227

Date: March 8, 2010

¹ The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

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VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: Princess Susan Coal Company				
PERMIT NUMBER(S): S-6-85				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
<u>WATER QUALITY ABATEMENT</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMObILIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$15,000.00
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$1,000.00
3.0	10,600 LF	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$16.00 PER LF	\$169,600.00
4.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% total bid for this permit)	LUMP SUM	\$10,000.00
<u>REVEGETATION</u>				
5.1	25 ACRES	<u>AGRICULTURAL LIME</u>	\$100.00 PER ACRE	\$2,500.00
5.2	25 ACRES	<u>FERTILIZER</u>	\$550.00 PER ACRE	\$13,750.00
5.3	25 ACRES	<u>MULCH</u>	\$575.00 PER ACRE	\$14,375.00
5.4	25 ACRES	<u>VEGETATIVE SPECIES</u>	\$600.00 PER ACRE	\$15,000.00
6.0	1000 LF	<u>SEDIMENT CONTROL</u>	\$ 2.25 per LF	\$2,250.00
<u>GROUTED RIP-RAP DITCH</u>				
7.1	150 LF	<u>V-DITCH ONE B (1B)</u>	\$ 70.00 per LF	\$10,500.00
8.0		<u>OPEN LIMESTONE CHANNEL</u>		

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WV-36a STATE OF WEST VIRGINIA
REV. 5-26-09 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8.1	300 LF	<u>CHANNEL ONE A (1A)</u>	\$ 79.00 per LF	\$23,700.00
8.2	250 LF	<u>V-DITCH ONE B (1B)</u>	\$ 36.00 per LF	\$ 9,000.00
8.3	300 LF	<u>CHANNEL TWO C (2C)</u>	\$ 79.00 per LF	\$23,700.00
8.4	350 LF	<u>CHANNEL THREE D (3D)</u>	\$ 77.00 per LF	\$26,950.00
8.5	1400 LF	<u>CHANNEL FOUR E (4E)</u>	\$ 75.00 per LF	\$105,000.00
8.6	100 LF	<u>CHANNEL FIVE F (5F)</u>	\$ 90.00 per LF	\$ 9,000.00
8.7	325 LF	<u>CHANNEL SIX G (6G)</u>	\$ 78.00 per LF	\$25,350.00
8.8	250 LF	<u>CHANNEL SEVEN (7)</u>	\$ 81.00 per LF	\$20,250.00
9.0	50 LF	<u>ROCK CORE</u>	\$120.00 per LF	\$ 6,000.00
10.0	60 LF	<u>SITE B SANDSTONE UNDERDRAIN</u>	\$ 60.00 per LF	\$ 3,600.00
11.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ 1,000.00
12.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
13.0	6 EACH	<u>LIMESTONE FILLS</u>	\$3,950.00 PER EACH	\$23,700.00
14.0	2 EACH	<u>INSTALL WET MINE SEALS</u>	\$8,000.00 PER EACH	\$16,000.00
15.0	LUMP SUM	<u>ROCK CHECK DAM</u>	LUMP SUM	\$10,000.00
16.0	LUMP SUM	<u>SITE F LIMESTONE FILL/UNDERDRAIN</u>	LUMP SUM	\$15,000.00
17.0	LUMP SUM	<u>SITE H LIMESTONE FILL</u>	LUMP SUM	\$10,000.00
18.0	300 LF	<u>SITE H SANDSTONE UNDERDRAIN</u>	\$ 60.00 PER LF	\$18,000.00
19.0	LUMP SUM	<u>REWORK EXISTING SUMP AT SITE G</u>	LUMP SUM	\$ 3,000.00
20.0		<u>CONSTRUCTED ACCESS ROAD</u>		
20.1	450 LF	<u>SITE A ACCESS ROAD</u>	\$ 17.00 PER LF	\$ 7,650.00

BUYER CB-23	REQ. OR PO NO. DEP 14397
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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WV-36a STATE OF WEST VIRGINIA
 REV. 5-26-09 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
20.2	600 LF	<u>SITE C ACCESS ROAD</u>	\$ 16.00 PER LF	\$ 9,600.00
20.3	500 LF	<u>SITE E ACCESS ROAD</u>	\$ 16.00 PER LF	\$ 8,000.00
TOTAL PERMIT				\$ 628,475.00



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
DEP14397

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
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

VENDOR

BUYER

DATE PRINTED	TERMS OF SALE	SHIP VIA	P.O.#	FREIGHT TERMS
07/12/2010				

BID OPENING DATE: 07/29/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE PRINCESS COAL CO PROJECT NEAR CEDAR GROVE, KANAWHA CO, TO DELAY THE BID OPENING DATE WHILE WAITING FOR THE INFORMATIONAL ADDENDUM RESULTING FROM THE 06/16/10 MANDATORY PRE-BID MEETING. ADDENDUM NO.2 WILL BE ISSUED SHORTLY. BID OPENING DATE & TIME EXTENDED FROM 07/14/10 TO 07/29/10 AT 1:30 PM. ***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP14397 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DEP14397

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
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/19/2010				

BID OPENING DATE: **07/29/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED FOR THE PRINCESS SUSAN COAL CO. PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY 06/16/10 PRE-BID MEETING.						
BID OPENING DATE & TIME REMAIN 07/29/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB	962-73			
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP14397 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Barney A. ...* TELEPHONE: **304-765-5288** DATE: **7/14/10**

TITLE: **President** FEIN: **55-062-4840** ADDRESS CHANGES TO BE NOTED ABOVE

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

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. 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/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder of this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-8.6).

Agency Purchasing Division
REQ. P.O.# DEP 14397

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, McCourt & Son Construction, Inc.
of 2790 Centralia Road Sutton, WV 26601 as Principal, and Berkley Regional Insurance Company
of 11201 Douglas, Urbandale, IA 50322 a corporation organized and existing under the laws of the State of Iowa
with its principal office in the City of Urbandale as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, 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
DEP 14397 "Princess Sun Coal Company"

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 hereo 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 Obligees 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

14 day of July, 20 10.

Principal Corporate Seal

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

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

President
(Title)

Surety Corporate Seal

Berkley Regional Insurance Company
(Name of Surety)

[Signature]
Attorney-in-Fact Karen Hulson

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

**POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE**

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

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

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Ten Million and 00/100 Dollars (\$10,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17 day of March, 2009.

Attest:

Berkley Regional Insurance Company

(Seal)

By

Ira S. Lederman
Ira S. Lederman
Senior Vice President & Secretary

By

Robert P. Cole
Robert P. Cole
Senior Vice President

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

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

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

EILEEN KILLEEN
NOTARY PUBLIC
Eileen Killeen
MY COMMISSION EXPIRES JUNE 30, 2012 Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this 14~~th~~ day of July, 2010.

(Seal)

Steven Coward
Steven Coward

019



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,
2. I do hereby attest that McCourt & Son Construction Inc.

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.

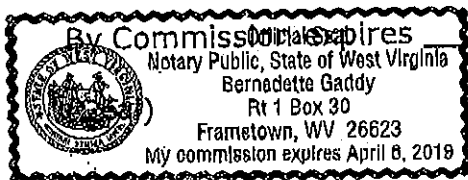
McCourt & Son Construction Inc.
(Company Name)

By: [Signature]

Title: President

Date: 7/14/10

Taken, subscribed and sworn to before me this 14 day of July 2010.



April 6, 2019

[Signature]
(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.

RFQ No. DEP14397

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: McCourt and Son Construction Inc.

Authorized Signature:  Date: 7/14/10

State of WV

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 14 day of July, 2010.

My Commission expires April 6, 2019.

NOTARY PUBLIC 