

Solicitation Response(SR) Dept: 0310 ID: ESR0913180000001245 Ver.: 1 Function: New Phase: Final

Modified by batch , 09/13/2018

Header 1



General Information Contact Default Values Discount Document Information

<b>Procurement Folder:</b> 482710	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Contract - Fixed Amt	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> 000000204555	<b>SO Doc ID:</b> DNR190000014
<b>Legal Name:</b> MCCOURT & SON CONSTRUCTION INC	<b>Published Date:</b> 9/4/18
<b>Alias/DBA:</b>	<b>Close Date:</b> 9/13/18
<b>Total Bid:</b> \$77,800.00	<b>Close Time:</b> 13:30
<b>Response Date:</b> 09/13/2018	<b>Status:</b> Closed
<b>Response Time:</b> 11:43	<b>Solicitation Description:</b> Addendum No.1- Audra State Park Bathhouse Demolition
	<b>Total of Header Attachments:</b> 1
	<b>Total of All Attachments:</b> 1

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: McCourt & Son Construction Inc.  
Contractor's License No.: WV- WV 001913

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

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

to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21- 1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

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

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

- b. Subcontractor List Submission Form:** The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.
- c. Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i.** The subcontractor listed in the original bid has filed for bankruptcy;
  - ii.** The subcontractor in the original bid has been debarred or suspended; or
  - iii.** The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.



**ADDITIONAL TERMS AND CONDITIONS**  
**(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

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

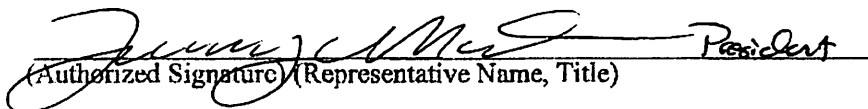


**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Tommy McCourt, President  
(Name, Title)  
Tommy McCourt, President  
(Printed Name and Title)  
5602 Centraliz Rd Sutter, W.V. 26601  
(Address)  
304-765-5288 304-765-5293  
(Phone Number) / (Fax Number)  
sboggs@lumos.net  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

McCourt & Son Construction Inc.  
(Company)

  
(Authorized Signature) (Representative Name, Title) President

Tommy McCourt, President  
(Printed Name and Title of Authorized Representative)

9/10/18  
(Date)

304-765-5288 304-765-5317  
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: DNR

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

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

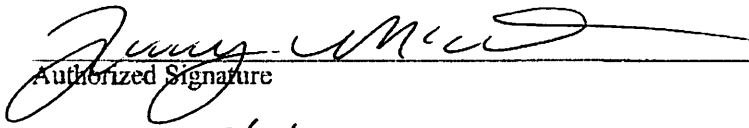
Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

McCurt & Son Construction Inc.  
Company

  
Authorized Signature

9/13/18  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

EXHIBIT A - PRICING PAGE  
WV Division of Natural Resources  
Audra State Park  
Bath House Demolition Project

Name of Vendor:

Address of Vendor:

*McCourt & Son Construction, Inc.*  
*5802 Centralia Road*  
*Sutton, WV 26601*  
*304-765-5288*

Phone Number of Vendor:

WV Contractors License No.

*WV001913*

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**Base Bid**

The Base Bid shall consist of the demolition and removal of an existing bath house; capping and preserving existing water line(s); relocating electrical service to an adjacent building; resurfacing the paved driveway; grading smoothly and to drain all disturbed areas and ruts; replacing small wooden bridge (if damaged); seeding and mulching all disturbed areas. Any property or structure damage due to construction activities will be repaired or replaced to a condition equal to, or better than, currently exists. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

*\$77,500.00*

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

*Seventy-seven thousand eight hundred dollars*

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: DNR

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

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

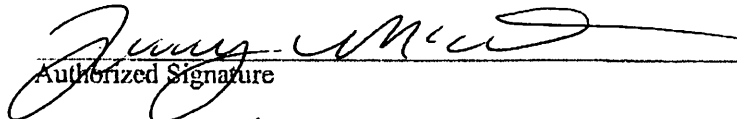
Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

McCurt & Son Construction Inc.  
Company

  
Authorized Signature

9/13/18  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**REQUEST FOR QUOTATION**  
**WV Division of Natural Resources**  
**Audra State Park**  
**Bath House Demolition Project**

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**GENERAL CONSTRUCTION SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids to establish a contract for the demolition and removal of an existing bath house, including miscellaneous incidental site work.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
  - 2.1 **"Construction Services"** means:

The project scope will include the demolition and removal of an existing bath house; capping and preserving existing water line(s); relocating electrical service to an adjacent building; resurfacing the paved driveway; grading smoothly, and to drain, all disturbed areas and ruts; replacing small wooden bridge (if damaged); seeding and mulching all disturbed areas. Any property or structure damage due to construction activities will be repaired or replaced to a condition equal to, or better than, currently exists.
  
  - 2.2 **"Pricing Page"** means the pages attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
  
  - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
  
  - 2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
  
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
  
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**REQUEST FOR QUOTATION**  
**WV Division of Natural Resources**  
**Audra State Park**  
**Bath House Demolition Project**

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- 4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least 1 project that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
- 8. PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.  
Vendors may obtain complete sets of the plans and specifications of the Bidding Documents by contacting:

WVDNR  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303  
(304) 558-2764  
Attn: Brad S. Leslie, Chief Engineer  
Email requests to: [brad.s.leslie@wv.gov](mailto:brad.s.leslie@wv.gov)

Cost of plans/specs: \$0

**REQUEST FOR QUOTATION  
WV Division of Natural Resources  
Audra State Park  
Bath House Demolition Project**

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Plans and Specifications may be examined at the following locations:

**Contractors Association of West Virginia  
2114 Kanawha Boulevard East  
Charleston, West Virginia 25311  
Phone: 304-342-1166  
Fax: 304-342-1074**

**Pittsburg Builders Exchange  
1813 N. Franklin Street  
Pittsburg, PA 15233  
Phone: 412-922-4200  
Fax: 412-928-9406**

**Kanawha Valley Builders Association  
1627 Bigley Avenue  
Charleston, WV 25302  
Phone: 304-342-7141  
Fax: 304-343-8014**

**Construction Employers Association NCWV  
2794 White Hall Blvd  
White Hall, WV 26554  
Phone: 304-367-1290  
Fax: 304-367-0126**

**Parkersburg Marietta Contractors Association  
4424 Emerson Avenue  
Parkersburg, WV 26104  
Phone: 304-485-6485  
Fax: 304-428-7622**

**Ohio Valley Construction Employers Council  
21 Armory Drive  
Wheeling, WV 26003  
Phone: 304-242-0520  
Fax: 304-242-7261**

9. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
10. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**REQUEST FOR QUOTATION**  
**WV Division of Natural Resources**  
**Audra State Park**  
**Bath House Demolition Project**

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- 10.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 10.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.5 Vendor shall inform all staff of Agency's security protocol and procedures.

**11. MISCELLANEOUS:**

- a. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Tommy McCurt

**Telephone Number:** 304-765-5288

**Fax Number:** 304-765-5293

**Email Address:** sbaags@lumas.net



Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, McCourt & Son Construction, Inc.  
of Sutton WV, as Principal, and Travelers Casualty and Surety Co. of America  
of Hartford CT, a corporation organized and existing under the laws of the State of  
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of five percent ( 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  
WV Department of Natural Resources - DNR 19000000014. Mine drainage, refuse and mine portals at Audra State Park Bathhouse.  
Unshur County

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 \_\_\_\_\_, \_\_\_\_\_.

Principal Corporate Seal

Tommy McCurt  
(Name of Principal)

By Tommy McCurt  
(Must be President or  
Vice President)

President  
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Co. of America  
(Name of Surety)

By: [Signature]  
Attorney-in-Fact

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

ACKNOWLEDGEMENTS

Acknowledgement by Principal if Individual or Partnership

- 1. STATE OF
2. County of
3. I,
4. county and state aforesaid, do hereby certify that
5. Given under my hand this
6. Notary Seal
7. (Notary Public)
8. My commission expires on the

Acknowledgement by Principal if Corporation

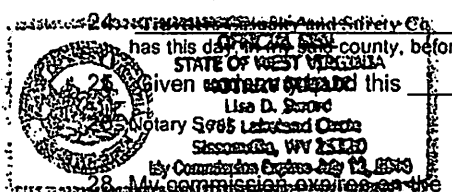
- 9. STATE OF WV
10. County of Boone
11. I, Stephanie Boggs
12. county and state aforesaid, do hereby certify that Tommy McCurt
13. who as, President
14. McCurt & Son Construction, Inc.



15. Given under my hand and seal this 13 day of September 2018
17. Stephanie Boggs (Notary Public)
26 day of April 2023

Acknowledgement by Surety

- 19. STATE OF West Virginia
20. County of Kanawha
21. I, Lisa D. Sword
22. county and state aforesaid do hereby certify that Lora Fields
23. who as, Attorney In Fact



24. ... a corporation, has this day in the county, before me, acknowledged the said writing to be the act and deed of the said corporation.
Given under my hand and seal this 11 day of September 2018
27. Lisa D. Sword (Notary Public)
12 day of July 2019

Sufficiency in Form and Manner Of Execution Approved

Attorney General

This day of

By (Assistant Attorney General)

### 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 Reclamation and Enforcement to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and is found under OSMRE's regulations at 30 CFR 874.16. When possible, please type your information onto this form to reduce errors on our end. NOTE: Signature and date this form is signed must be recent (within the last month) to be considered for a current bid.

#### Part A: General Information.

Business Name: McCourt & Son Construction Tax Payer ID No.: 55-06241840  
Address: 5802 Centraliz Rd  
City: Sutton State: WV Zip Code: 26061 Phone: 304-765-5288  
Fax No.: 304-726-5293 E-mail address: sboggs@lumos.net

#### Part B: Obtain an Organizational Family Tree (OFT) from the AVS.

If you plan to certify the existing AVS information or submit updates under part C, you must include an OFT. To obtain an OFT, you may contact the AVS Office at 800-643-9748 or from the AVS website at <https://avss.osmre.gov/>. Instructions on how to download an OFT from the AVS can be found at <http://www.osmre.gov/programs/AVS/aml-instructions.pdf>.

#### 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)

1.  Our business is in the AVS and is accurate, complete, and up-to-date. If you select this option, you must attach an Entity OFT from the AVS to this form. Sign and date below and do not complete Part D.
2.  Our business is in the AVS and needs to be updated. If you select this option, you must attach an Entity OFT from the AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
3.  Our business needs to be added in order to confirm our eligibility to receive an AML Contract. If you select this option, you must provide all information required in Part D.

9/13/18  
Date

Tommy McCourt  
Signature

President  
Title

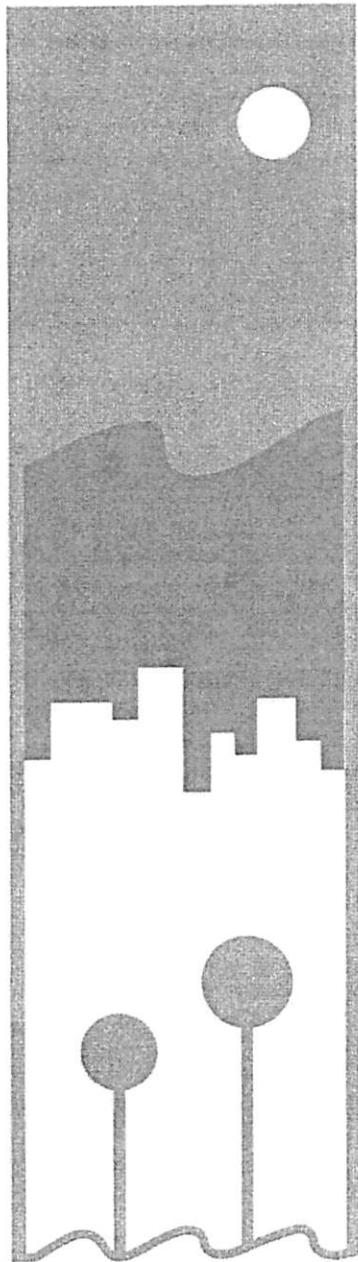


AVS OFT Report - 7/26/2012 4:05:56 PM

All OFT's where the selected entity is listed as an entity or related entity

Entity Selected (139788) Mccourt & Son Construction Inc

Parent Entity	Description	Related Entity	% Ownership	Begin Date	End Date
(139788) Mccourt & Son Construction Inc	President	(139789) Tenney H Mccourt		2/14/1982	
(139788) Mccourt & Son Construction Inc	Shareholder	(139789) Tenney H Mccourt	50%	2/14/1982	
(139788) Mccourt & Son Construction Inc	Secretary	(139790) Lydia Mccourt		2/14/1996	
(139788) Mccourt & Son Construction Inc	Shareholder	(139790) Lydia Mccourt	50%	2/14/1996	
(139788) Mccourt & Son Construction Inc	Treasurer	(139790) Lydia Mccourt		2/14/1996	
(139788) Mccourt & Son Construction Inc	Vice President	(139791) James C Mccourt		2/14/1996	



WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number: WV001913

Classification:

MULTIFAMILY  
EXCAVATION  
STEEL ERECTION

MCCOURT & SON CONSTRUCTION INC  
DBA MCCOURT & SON CONSTRUCTION INC  
5802 CENTRALIA RD  
SUTTON, WV 26601-3815

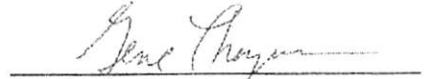
Date Issued

AUGUST 21, 2018

Expiration Date

AUGUST 21, 2019

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



State of West Virginia  
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**  
*West Virginia Code §21-1D-5*

STATE OF WEST VIRGINIA,

COUNTY OF Berkeley, TO-WIT:

I, Tommy McCart, after being first duly sworn, depose and state as follows:

1. I am an employee of McCart & Son Construction; and,  
(Company Name)
2. I do hereby attest that McCart & Son Construction  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: Tommy McCart

Signature: [Handwritten Signature]

Title: President

Company Name: McCart & Son Construction, Inc.

Date: 9/13/18

Taken, subscribed and sworn to before me this 13 day of September, 2018.

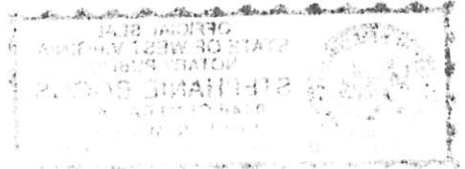
By Commission expires April 26, 2023

(Seal)

[Handwritten Signature]  
(Notary Public)



Rev. July 7, 2017



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: McCart & Son Construction Inc.

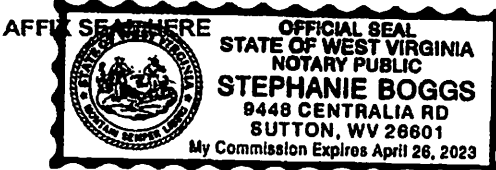
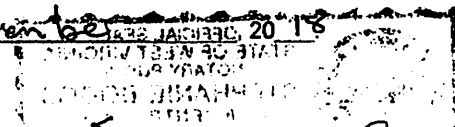
Authorized Signature: [Signature] Date: 9/31/18

State of WV

County of Rocton to-wit:

Taken, subscribed, and sworn to before me this 13 day of September, 2018

My Commission expires April 26, 2023



NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 01/19/2018)