



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  
**DEP13700**

PAGE  
**1**

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

VENDOR

\*525121401      304-548-7004  
**BOMONT CONSTRUCTION SUPPLIES I  
 PO BOX 9046  
 BOMONT WV 25030**

SHIP TO

**ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901      304-465-1911**

DATE PRINTED <b>07/19/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/07/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		<u>189,312.50</u>
<p><b>RECLAMATION: RESTORATION OF LAND</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RECLAMATION OFFICE OF SPECIAL RECLAMATION, IS REQUESTING BIDS AS FOLLOWS.</p> <p><b>SPECIAL RECLAMATION/BOND FORFEITURE PROJECT</b></p> <p>THE PURPOSE OF THE CONTRACT IS TO PERFORM LAND RECLAMATION ON THE MINING OPERATION OF GREEN MOUNTAIN ENERGY NOW UNDER REVOKED PERMIT NUMBER(S) U-3053-88.</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 08/17/06 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR RHOPELL, WV, RALEIGH COUNTY AND CONSISTS OF APPROXIMATLY 24.0 ACRES.</p> <p>PROJECT CONTACT PERSON:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE <b>304-548-7004</b>	DATE <b>9-6-06</b>
TITLE <i>President</i>	FAX <b>55-0773825</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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**116 INDUSTRIAL DRIVE**  
**OAK HILL, WV**  
**25901**      **304-465-1911**

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				DAVID L. MARTIN, PE DEPT. OF ENVIRONMENTAL PROTECTION/DLR/SPECIAL REC. 116 INDUSTRIAL DRIVE OAK HILL, WV 25901 (304) 465-1911  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, PURCHASING DIVISION.  PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS  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 USED I THIS CONTRACT,  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, ROAD OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.  B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Barbara J. Jones*      TELEPHONE: **304 548-7004**      DATE: **9-6-06**  
 TITLE: *President*      FEIN: **55-0773825**      ADDRESS CHANGES TO BE NOTED ABOVE

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				HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.		
				C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.		
				2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				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,		
				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.		
				3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.		
				REV. 10/01/01		
				EXHIBIT 5		
				NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED		

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<p>WITHIN 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 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 WAGE RATES AS ESTABLISHED FOR RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ.</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 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</p>						

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TITLE President	FEIN 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 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 &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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<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> <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>CIRCUMSTANCES.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. 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</p>						

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SIGNATURE: *Barbara Jones* TELEPHONE: **304 548-7004** DATE: **9-6-06**  
 TITLE: **President** FEIN: **55-0773825** ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1      ..... <del>φ</del> .....</p> <p>NO. 2      ..... <del>φ</del> .....</p> <p>NO. 3      ..... <del>φ</del> .....</p> <p>NO. 4      ..... <del>φ</del> .....</p> <p>NO. 5      ..... <del>φ</del> .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>Barbara J. Jones</i>.....SIGNATURE  <i>Bomont Const. &amp; Supplies, Inc.</i> COMPANY            .....9-6-06.....DATE</p> <p>REV. 11/96</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 MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR</p>						

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<p>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:</p> <p>CONTRACTORS NAME: <i>Bomont Construction &amp; Supplies, Inc.</i></p> <p>CONTRACTORS LICENSE NO.: <i>.W.V.A3.1.1.6.8.....</i></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 &amp; REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, 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>FOR AGENCY USE ONLY: 9194          A SIGNED BID MUST BE SUBMITTED TO:</p>						

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TITLE <i>President</i>	FAX 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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**10**

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

VENDOR

\*525121401      304-548-7004  
**BOMONT CONSTRUCTION SUPPLIES I  
 PO BOX 9046  
 BOMONT WV 25030**

SHIP TO

**ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901      304-465-1911**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/19/2006				

BID OPENING DATE: **09/07/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:  SEALED BID  BUYER: CB-23  REQ. NO.: DEP13700 BID OPENING DATE: 09/07/2006 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>304 548-7133</u>						
***** THIS IS THE END OF RFQ    DEP13700 ***** TOTAL:						<u>189,312.50</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 9-6-06
TITLE President	FAX 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23	PAGE 043	REQ. OR PO NO. DEP13700
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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

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- 27. Topdress approximately fourteen (14) acres of prior disturbance with seed, fertilizer, and pulverized agricultural lime. All materials for topdressing shall be spread uniformly by use of a hydroseeder, due to slope and existing vegetation.
- 28. Regrade and revegetate approximately ten (10) acres of concurrent disturbance.

I David L. Martin, Sr., the undersigned, hereby certify <sup>1</sup> 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.

*David L. Martin, Sr., P.E.*  
Registered Professional Engineer WV No. 7202

Date: JUNE 29, 2006

<sup>1</sup> 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.

Bomont Const. & Supplies, Inc.  
P.O. BOX 9046  
Bomont, W.V. 25030

BUYER CB-23	PAGE <b>014</b>	REQ. OR PO NO. DEP13700
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>Green Mountain Energy, Inc.</u></b>				
<b>PERMIT NUMBER(S): <u>U-3053-88</u></b>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMObILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>5,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>500.00</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>3,000.00</u>
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>10,000.00</u>
5.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>12,000.00</u>
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>6,000.00</u>
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>4,000.00</u>
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>4,000.00</u>
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>8,000.00</u>
7.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>1,500.00</u>
8.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
8.1	LUMP SUM	<u>REGRADE SEDIMENT DITCH</u>	LUMP SUM	\$ <u>20,000.00</u>
8.2	LUMP SUM	<u>ELIMINATE POND A</u>	LUMP SUM	\$ <u>6,000.00</u>
9.0	250 LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>3.25</u> PER LF	\$ <u>812.50</u>
10.0	3 EA	<u>WET MINE SEAL</u> (Non-acid producing seams)	\$ <u>6,000.00</u> PER EA	\$ <u>18,000.00</u>

Bomont Const. & Supplies, Inc.  
P.O. Box 9046  
Bomont, W.V. 25030

BUYER.....	PAGE	REQ. OR PO NO.
CB-23.....	015	DEP13700
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11.0		<u>RIP-RAP DITCH</u>		
11.1	LUMP SUM	<u>DITCH 1</u>	LUMP SUM	\$ <u>10,000.00</u>
11.2	LUMP SUM	<u>DITCH 2</u>	LUMP SUM	\$ <u>12,000.00</u>
11.4	LUMP SUM	<u>DITCH 4</u>	LUMP SUM	\$ <u>10,000.00</u>
11.5	LUMP SUM	<u>DITCH 5</u>	LUMP SUM	\$ <u>10,000.00</u>
11.6	LUMP SUM	<u>DITCH 6</u>	LUMP SUM	\$ <u>10,000.00</u>
11.7	LUMP SUM	<u>DITCH 7</u>	LUMP SUM	\$ <u>5,000.00</u>
12.0		<u>GROUTED RIP-RAP DITCH</u>		
12.1	LUMP SUM	<u>GROUTED RIP-RAP DITCH 3</u>	LUMP SUM	\$ <u>15,000.00</u>
12.2	LUMP SUM	<u>GROUTED RIP-RAP DITCH 3-1</u>	LUMP SUM	\$ <u>13,500.00</u>
13.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>1,000.00</u>
14.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	\$ <u>0.00</u>
15.0	LUMP SUM	<u>TOP DRESSING</u>	LUMP SUM	\$ <u>1,000.00</u>
16.0	LUMP SUM	<u>SEAL BOREHOLE</u>	LUMP SUM	\$ <u>5,000.00</u>
<b>TOTAL FOR PERMIT <u>U-3053-88</u></b>				\$ <u>189,312.50</u>

BUYER CB-23	PAGE 016	REQ. OR PO NO. DEP13700
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

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

## BID ITEM TECHNICAL SPECIFICATIONS

### 1.0 MOBILIZATION/DEMobilIZATION

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site necessary to begin work on a substantial phase of the contract. It shall also include installation of a project sign according to the attached specification and all demobilization activities. No deduction will be made nor will any increase be made in the Lump Sum Mobilization/Demobilization Item Amount, regardless of decreases or increases in the final total contract amount or for any other cause. (Shall not exceed 5% of the Total Bid for this permit.)

Prior to demobilization, an inspection is required to be conducted by the Department of Environmental Protection's Specialist and the contractor to insure compliance with contract performance.

### 2.0 SPILL CONTAINMENT AREA (S.C.A.)

Spill containment measures shall be used for fuel and lubricant storage areas. All containers, barrels, buckets, cans, etc., are to be legally disposed of off site. Used lubricants are to be disposed of according to state law to minimize pollution to the local surface and ground water supplies. Spills are the responsibility of the contractor and need immediate clean up and maintained at no expense to the State. This S.C.A. shall be constructed in accordance with the typical drawing specification. (See Attachment). Alternate containment measures will be considered for approval by the Program Manager if acceptable results can be shown. Fuel tanks manufactured with secondary containment are acceptable. Minimum secondary containment is 110 percent. (Bid limited to \$1,000.00 maximum)

### 3.0 HAULROAD/ACCESS ROAD

The contractor shall maintain and/or construct haul-road/access road during the reclamation process to provide access on a well drained surface. The access road to and on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Roads which are below the project shall be guarded against rolling rock and free there from. Dust-control measures may be necessary if hauling creates airborne material. Snow removal to be included in this item.

### 4.0 BACKFILLING

Areas of this project subject to backfilling to achieve the post-mining land-use shall: be accomplished in a continuous concurrent manner on all surface disturbances within the original permit and associated disturbed areas as existing at bid showing; be filled by mechanical methods to eliminate high-wall and rock outcropping, to produce slopes of consistent lines and of the approximate original contour; be free of protruding rock and debris; be compacted in a progressive backfilling manner with mechanical equipment to ensure stability of backfill material. The maximum acceptable slope of any backfill face shall not exceed two (2) horizontal to one (1) vertical, unless otherwise stated. Backfilling shall cease during periods of adverse site conditions. (For example: excessive soil moisture)

### 5.0 REGRAIDING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall: distribute topsoil or the best available material to support vegetation as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner; include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Topsoil presently stockpiled on site shall be preserved and spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture fines, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

**A F F I D A V I T****West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

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

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

Vendor's Name: Boment Construction & Supplies, Inc.

Authorized Signature: Barbara J. Jones Date: 9-6-06



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV031168

**Classification:**

EXCAVATION

BOMONT CONSTRUCTION & SUPPLIES INC  
PO BOX 9046  
BOMONT, WV 25030

**Date Issued**

**Expiration Date**

MAY 25, 2006

MAY 25, 2007



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

*Barbara J. Jones*  
Authorized Company Signature

*Michael A. Carl*  
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 license. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



**PRODUCER:**

BrickStreet Mutual Insurance Company  
4700 MacCorkle Ave., S.E.  
Charleston, WV 25304

**CERTIFICATE HOLDER:**

BOMONT CONSTRUCTION & SUPPLIES INC  
PO BOX 9046  
BOMONT WV 25030

**INSURED:**

BOMONT CONSTRUCTION & SUPPLIES INC  
PO BOX 9046  
BOMONT WV 25030

**CERTIFICATE OF INSURANCE**

The policy of insurance listed below has been issued to the insured named above for the policy period and coverage indicated. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below. Coverage is contingent on the insured's compliance with policy conditions and premium payment.

If the policy is canceled before the expiration date, BrickStreet Mutual Insurance Company will endeavor to mail a written notice to the certificate holder within 30 days of cancellation. Failure to mail the notice shall impose no obligation or liability of any kind upon BrickStreet Mutual Insurance Company.

**POLICY NUMBER: WC10017461-02**

**DATE CERTIFICATE ISSUED: 06/26/2006**

**POLICY EFFECTIVE DATE: 07/01/2006**

**POLICY EXPIRATION DATE: 01/01/2007**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

**LIMITS / COVERAGE**

**WORKERS COMPENSATION - STATUTORY LIMITS**

**EMPLOYERS LIABILITY LIMITS:**

<b>BODILY INJURY BY ACCIDENT:</b>	<b>\$100,000.00</b>	<b>EACH ACCIDENT</b>
<b>BODILY INJURY BY DISEASE:</b>	<b>\$500,000.00</b>	<b>POLICY LIMIT</b>
<b>BODILY INJURY BY DISEASE:</b>	<b>\$100,000.00</b>	<b>EACH EMPLOYEE</b>

**WV BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT -  
COVERAGE FOR WV CODE 23-4-2(d)(2)(ii)**

**FEDERAL COAL MINE HEALTH AND SAFETY ACT COVERAGE ENDORSEMENT -  
COVERAGE FOR WV CODE 23-4b-1 - FEDERAL BLACK LUNG COVERAGE**

**SPECIAL PROVISIONS IF ANY:**

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>8/22/2006</b>
PRODUCER (304) 720-2000 FAX (304) 720-2002 Mountain State Insurance Agency 4307 MacCorkle Avenue  Charleston WV 25304		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Bomont Construction & Supplies Inc. 5 Valley View Drive  Clendenin WV 25045		
		<b>INSURERS AFFORDING COVERAGE</b>
		<b>NAIC #</b>
		INSURER A: <b>State Auto Insurance</b> 11017
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b>	SFP226075200	5/19/2006	5/19/2007	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PER SUBJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPIOP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b>	BAP2127669	5/19/2006	5/19/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
		<b>GARAGE LIABILITY</b>				
		<input type="checkbox"/> ANY AUTO				
A		<b>EXCESS/UMBRELLA LIABILITY</b>	SFP226075200	5/19/2006	5/19/2007	EACH OCCURRENCE \$ 1000000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1000000
		<input type="checkbox"/> DEDUCTIBLE				\$
		RETENTION \$				\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	SFP226075200	5/19/2006	5/19/2007	WC STATUTORY LIMITS OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Verification of coverage

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Beverly Holstine/BEV

*Beverly Holstine*

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Bomont Construction & Supplies, Inc.  
of Bomont, West Virginia, as Principal, and Companion Property and Casualty Insurance  
Company of Columbia, South Carolina, a corporation organized and existing under the laws of the State of South Carolina  
with its principal office in the City of Columbia, SC, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \*\* (\$ \*\*\*) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Restoration of Land - RFQ #DEP13700

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  
7th day of September, 2006.

Principal Corporate Seal

Bomont Construction & Supplies, Inc.

(Name of Principal)

By Barbara J. Jones  
(Must be President or Vice President)

(Title)

Companion Property and Casualty Insurance Company

(Name of Surety)

Surety Corporate Seal

Andrew C. Heaner  
Andrew C. Heaner, Attorney-in-Fact

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.

**\*\* Five Percent of the Amount Bid - Penal Sum Not To Exceed Ten Thousand and no/100 Dollars**

**\*\*\* 5% of the Amount Bid - Penal Sum Not To Exceed 10,000.00**

# COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

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

## GENERAL POWER OF ATTORNEY

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

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

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

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

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 10<sup>th</sup> day of August 2006.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

By: \_\_\_\_\_

Charles M. Potok, President

\_\_\_\_\_  
Curtis C. Stewart, Vice President & CFO

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

On this 10<sup>th</sup> day of August, 2006, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and Vice President & CFO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know the seal of the said corporation; that the seal affixed to the said instrument is such copy of the seal that it was so affixed and that they signed their names thereto pursuant to due authorization.

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Notary Public, State of SC, Qualified in Richland County Commission Expires: 25 MAY 2007

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

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

Signed and sealed at the City of Columbia, Dated the 7<sup>th</sup> day of September, 2006

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Curtis C. Stewart, Vice President & CFO

Revised: 8/10/2006