



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
DEP13709

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
105 S. RAILROAD STREET
PHILIPPI, WV
26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2007				

BID OPENING DATE: **10/04/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$ 603,450.00
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED AND RESPONSIBLE CONTRACTORS TO AWARD A CONTRACT TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND OTHER NECESSARY SERVICES SO AS TO RECLAIM IN AN EXPEDITIOUS MANNER SURFACE MINE SITES ABANDONED BY THE OPERATOR, AT LOCATIONS AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION. SCOPE OF WORK WILL INCLUDE, BUT WILL NOT BE LIMITED TO, BACKFILLING, DRAINAGE CONTROL, MINE SEALING, AND REVEGETATION OF SITES LOCATED IN THE COAL PRODUCING COUNTIES OF SOUTH EASTERN WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE BID SCHEDULE AS ATTACHED. PLEASE NOTE THE QUANTITIES SHOWN ON THE BID SCHEDULE ARE FOR BID EVALUATION PURPOSES ONLY AND DO NOT INDICATE ACTUAL QUANTITIES THAT MAY BE REQUIRED. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara L. Jones</i>	TELEPHONE 304-548-7004	DATE 10-3-07
TITLE President	FEIN 55-077-3825	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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3. Complete all sections of the quotation form.
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RECEIVED

2007 OCT -4 P 12:08

PURCHASING DIVISION
STATE OF WV



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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 10-3-07
TITLE <i>President</i>	FEIN 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>REV. 3/88 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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				<p>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 DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <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</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. 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 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>						

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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.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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

Request for Quotation

RFQ NUMBER
DEP13709

PAGE
6

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
105 S. RAILROAD STREET
PHILIPPI, WV
26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2007				

BID OPENING DATE: **10/04/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR SOUTH EASTERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ. FOR PREVAILING WAGE RATES, PLEASE VISIT: HHTP://WWW.WVSOS.ORG/ADLAW/WAGERATES/BUILDING07.HTM</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>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>BID BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00 PAY-</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Barbara J. Jones* TELEPHONE: **304 548-7004** DATE: **10-3-07**
 TITLE: *President* FEIN: **55-0773825** 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.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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

Request for Quotation

RFQ NUMBER
DEP13709

PAGE
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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
105 S. RAILROAD STREET
PHILIPPI, WV
26416-9998 304-457-3219

DATE PRINTED 09/06/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/04/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH THE BID. 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. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE BID BOND.</p> <p>LIQUIDATED DAMAGES: ACCORDING TO WV CODE 5A-3-4(8), THE VENDOR AGREES THAT LIQUIDATED DAMAGES SHALL BE IMPOSED AT THE RATE OF \$100.00 PER DAY, FOR FAILURE TO PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE OF THE CONTRACT. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR DEP'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR DEP MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR.</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> <p>NO. 1 <i>q</i></p> <p>NO. 2 <i>q</i></p> <p>NO. 3 <i>q</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Barbara J. Jones* TELEPHONE: **304 548-7004** DATE: **10-3-07**

TITLE: *President* FEIN: **55-0773825** 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
DEP13709

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2007				

BID OPENING DATE: **10/04/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 4		φ				
NO. 5		φ				
<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 Construction & Supplies, Inc.</i> COMPANY 10-3-07.....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 B 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:</p> <p>CONTRACTORS NAME: <i>Bomont Construction & Supplies, Inc.</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 10-3-07
TITLE <i>President</i>	FEIN 55-0773825	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
DEP13709

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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 *525121401 304-548-7004
BOMONT CONSTRUCTION SUPPLIES I
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2007				

BID OPENING DATE: **10/04/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				CONTRACTORS LICENSE NO.: ..WV.03.11.68.....		
				THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT		
				APPLICABLE LAW		
				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.		
				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.		
				BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.		
				REV. 1/2005		
				NOTICE		
				A SIGNED BID MUST BE SUBMITTED TO:		
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 10-3-07
TITLE President	FEIN 55-0773825	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
DEP13709

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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
105 S. RAILROAD STREET
PHILIPPI, WV
26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2007				

BID OPENING DATE: **10/04/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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.:				DEP13709		
BID OPENING DATE:				10/04/2007		
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>						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
<u>Barbara J. Jones</u>						
***** THIS IS THE END OF RFQ DEP13709 *****						TOTAL: <u>603,450.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 10-3-07
TITLE <i>President</i>	FAX 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

BUYER CB-23	PAGE 11	REQ. OR PO NO. DEP13709
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

CONTRACT

FOR

**DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION SITES
RECLAMATION/MAINTENANCE SERVICES
SOUTH EASTERN COUNTIES**

ISSUING OFFICE

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION
601 57th STREET, S.E.
CHARLESTON, WEST VIRGINIA 25304**

TELEPHONE 304-926-0499

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

BUYER CB-23	PAGE 012	REQ. OR PO NO. DEP13709
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

CONTRACTUAL INFORMATION & REQUIREMENTS

Article I - Statement of Work

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

Article 2 - Location of Work-South Eastern Counties

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

- | | | | |
|----|------------|----|------------|
| 1. | Greenbrier | 5. | (Nicholas) |
| 2. | Summers | 6. | (Fayette) |
| 3. | (Raleigh) | 7. | (Mercer) |
| 4. | (McDowell) | 8. | (Wyoming) |

Article 3 - Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Special Reclamation" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Special Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word "Contractor" refers to the person or company contracting with State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.
- F. The word "Director" is used to mean the Director of the Division of Land Restoration, Department of Environmental Protection, and shall be considered to be the State's authorized representative.

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

BUYER CB-23	PAGE 013	REQ. OR PO NO. DEP13709
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

Article 4 - Ordering Procedure

- A. This is an open end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the Director or his representative, for the Office of Special Reclamation, West Virginia Department of Environmental Protection by issuance of a work directive, which shall include the name of the project site, permit number, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. No work shall be performed until a notice to proceed has been issued by the State.

Article 5 - Delivery

- A. The contractor shall complete the specified reclamation/maintenance work in accordance to each work directive. The contractor shall give an invoice to the Department of Environmental Protection representative upon completion of each work directive.
- B. Inspections of each project will be made by the Director or his authorized representative as work is completed. A final inspection will be made when all work is completed. A warranty inspection will be conducted on each project during the warranty period. Consideration will be made during the warranty period for unforeseen and unanticipated conditions encountered.
- C. Acceptance criteria will be based on all work being completed as requested in the work directive.

Article 6 - General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project, if needed.
- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative. Such inspection will, among other things, ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the work directive, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, and federal environmental and occupational health and safety regulations pertinent to the work.

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

BUYER CB-23	PAGE 014	REQ. OR PO NO. DÉP13709
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

Article 7 - Costs and Payments

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

1. Unit Pricing

Item - As directed by the State in specific work directive.

Estimated Quantity - As agreed to prior to issuing a Notice to Proceed on the Work Directive. Payment is to be actual quantity used, not to exceed the estimated quantity approved in the work directive.

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

B. The contractor shall invoice on specified DEP forms to the department after completion of work specified in the work directive; final inspection has been made; and the work is accepted by the department. All invoices shall show the actual quantities used at the unit prices approved as provided by the Offeror in the proposal. Multiple invoices on projects in excess of \$25,000.00 will be accepted. Projects under \$25,000 must be invoiced only once, unless prior approval of the DEP is obtained.

Article 8 - Changes in the Contract

A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions. All such changes in the work shall be authorized by a change order. A change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:

- 1) By mutual acceptance of a lump sum properly documented (itemized)
- 2) By unit prices (negotiated)

All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

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

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

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

BUYER CB-23	PAGE 115	REQ. OR PO NO. DEP13709
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	200 HRS	Crawler Dozer-Caterpillar D-8N or equiv. with 285 minimum flywheel horsepower, equipped with a U-Type Dozer Blade	\$90.00 PER HR	\$18,000.00
2.0	200 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$80.00 PER HR	\$16,000.00
3.0	200 HRS	Crawler Dozer-Caterpillar D3G LGP or equiv. with 52 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$70.00 PER HR	\$14,000.00
4.0	200 HRS	Crawler Dozer-Caterpillar D5G LGP or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$75.00 PER HR	\$15,000.00
5.0	100 HRS	Crawler Loader - Caterpillar 931C or equiv. - 67HP w/std 1.05 yd bucket	\$65.00 PER HR	\$6,500.00
6.0	100 HRS	Backhoe Loader, Rubber-Tired-60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket size-minimum 6.0 cubic feet	\$65.00 PER HR	\$6,500.00
7.0	200 HRS	Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket	\$150.00 PER HR	\$30,000.00
8.0	200 HRS	Hydraulic Excavator - Backhoe - Long Reach, John Deere 790 ELC or equiv. with 155 minimum flywheel horsepower, maximum reach at ground level 59 feet, equipped with standard bucket.	\$150.00 PER HR	\$30,000.00
9.0	100 HRS	Wheel loader-Caterpillar 988B or equiv. with 375 minimum flywheel horsepower, 7 cubic yard minimum bucket	\$35.00 PER HR	\$3,500.00
10.0	100 HRS	Truck, Off-Highway, Caterpillar 769 or equiv. 400 H.P. with minimum 35 ton capacity	\$35.00 PER HR	\$3,500.00
11.0	100 HRS	Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$80.00 PER HR	\$8,000.00
12.0	100 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$75.00 PER HR	\$7,500.00
13.0	100 HRS	Tractor with low boy, licensed for 110,000 pounds. This item is intended for mobilization and demobilization of equipment. To include all permits and fees necessary for legal transportation of equipment. All other costs, including break-down and put-together costs of equipment, will be incidental to the other items - per hour. Hourly Rate will be paid one (1) time in and one (1) time out while the truck is loaded for each machine used on project. (Max. Bid \$200/hour)	\$150.00 PER HR	\$15,000.00

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

BUYER CB-23	PAGE 016	REQ. OR PO NO. DEP13709'
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-30 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT																																				
14.0	100 ACRES	<p>*Seed mixture to be applied after seed bed preparation:</p> <table border="0"> <tr> <td><u>Vegetative Species</u></td> <td><u>Rate/Acre</u></td> <td></td> <td></td> </tr> <tr> <td>Birdsfoot Trefoil²</td> <td>@ 15 lbs/acre</td> <td></td> <td></td> </tr> <tr> <td>Redtop⁴</td> <td>@ 3 lbs/acre</td> <td></td> <td></td> </tr> <tr> <td>Ky 31 Fescue⁵</td> <td>@ 15 lbs/acre</td> <td></td> <td></td> </tr> <tr> <td>Wheat or Rye⁴</td> <td>@ 50lbs/acre</td> <td></td> <td></td> </tr> <tr> <td>Orchard Grass</td> <td>@ 15 lbs/acre</td> <td></td> <td></td> </tr> <tr> <td>Weeping Lovegrass³</td> <td>@ 2 lbs/acre</td> <td></td> <td></td> </tr> <tr> <td>Red Clover</td> <td>@ 10 lbs/acre</td> <td></td> <td></td> </tr> <tr> <td>Foxtail Millet³</td> <td>@ 12 lbs/acre</td> <td></td> <td></td> </tr> </table>	<u>Vegetative Species</u>	<u>Rate/Acre</u>			Birdsfoot Trefoil ²	@ 15 lbs/acre			Redtop ⁴	@ 3 lbs/acre			Ky 31 Fescue ⁵	@ 15 lbs/acre			Wheat or Rye ⁴	@ 50lbs/acre			Orchard Grass	@ 15 lbs/acre			Weeping Lovegrass ³	@ 2 lbs/acre			Red Clover	@ 10 lbs/acre			Foxtail Millet ³	@ 12 lbs/acre			\$225.00 PER ACRE	\$22,500.00
<u>Vegetative Species</u>	<u>Rate/Acre</u>																																							
Birdsfoot Trefoil ²	@ 15 lbs/acre																																							
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Foxtail Millet ³	@ 12 lbs/acre																																							
15.0	100 ACRES	<p>*Seed mixture for Vegetation Enhancement</p> <table border="0"> <tr> <td><u>Vegetative Species¹</u></td> <td><u>Rate/Acre</u></td> <td></td> <td></td> </tr> <tr> <td>Birdsfoot Trefoil²</td> <td>@5 lbs/acre</td> <td></td> <td></td> </tr> <tr> <td>Ky 31 Fescue⁵</td> <td>@5 lbs/acre</td> <td></td> <td></td> </tr> <tr> <td>Red Clover</td> <td>@5 lbs/acre</td> <td></td> <td></td> </tr> </table>	<u>Vegetative Species¹</u>	<u>Rate/Acre</u>			Birdsfoot Trefoil ²	@5 lbs/acre			Ky 31 Fescue ⁵	@5 lbs/acre			Red Clover	@5 lbs/acre			\$15.00 PER ACRE	\$1,500.00																				
<u>Vegetative Species¹</u>	<u>Rate/Acre</u>																																							
Birdsfoot Trefoil ²	@5 lbs/acre																																							
Ky 31 Fescue ⁵	@5 lbs/acre																																							
Red Clover	@5 lbs/acre																																							
16.0	100 ACRES	<p>*Additional seed mixture for woodland post-mining land use projects.</p> <table border="0"> <tr> <td><u>Vegetative Species¹</u></td> <td><u>Rate/Acre</u></td> <td></td> <td></td> </tr> <tr> <td>Black Locust²</td> <td>@3 lbs/acre</td> <td></td> <td></td> </tr> </table> <p>(REFERENCE FOR ITEM NUMBERS. 14.0, 15.0 & 16.0)</p> <ol style="list-style-type: none"> 1. Seeding rate suggested is for pure live seed (pls) in pounds per acre. 2. Herbaceous legumes must be treated with the appropriate bacterium before seeding. 3. Spring mix 4. Fall mix 5. Certified endophyte free variety <p>* Quality and quantity inspection required prior to installation.</p>	<u>Vegetative Species¹</u>	<u>Rate/Acre</u>			Black Locust ²	@3 lbs/acre			\$1.00 PER ACRE	\$100.00																												
<u>Vegetative Species¹</u>	<u>Rate/Acre</u>																																							
Black Locust ²	@3 lbs/acre																																							
17.0	500 TONS	Agriculture Lime - 85% CaCO ₃	\$50.00 PER TON	\$25,000.00																																				
18.0	200 TONS	Fertilizer, 10-20-10	\$300.00 PER TON	\$60,000.00																																				
19.0	200 TONS	Fertilizer, 18-46-0	\$300.00 PER TON	\$60,000.00																																				
20.0	200 TONS	Mulch, Wood Fiber	\$350.00 PER TON	\$70,000.00																																				
21.0	200 TONS	Mulch, hay or straw	\$175.00 PER TON	\$35,000.00																																				
22.0	200 TONS	Stone, 2" sandstone, delivered to site	\$30.00 PER TON	\$6,000.00																																				
23.0	200 TONS	Stone, shot limestone, delivered to site	\$36.00 PER TON	\$7,200.00																																				

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

BUYER CB-23	PAGE 017	REQ. OR PO NO. DEP13709
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
 Rev. 02/97 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
24.0	200 TONS	Stone, Type 3 - Rip-Rap Limestone 36" x 6", delivered to site	\$ 36.00 PER TON	\$ 7,200.00
25.0	200 TONS	Stone, Type 2 - Rip-Rap Limestone 30" x 6", delivered to site	\$ 35.00 PER TON	\$ 7,000.00
26.0	200 TONS	Stone Type 1 - Rip-Rap Limestone 12" x 3", delivered to site	\$ 34.00 PER TON	\$ 6,800.00
27.0	200 TONS	Stone, Gabion Limestone 4" x 8", delivered to site	\$ 30.00 PER TON	\$ 6,000.00
28.0	200 TONS	Stone, Limestone 2", delivered to site	\$ 30.00 PER TON	\$ 6,000.00
29.0	200 TONS	Stone, No. 57 Limestone, delivered to site	\$ 30.00 PER TON	\$ 6,000.00
30.0	200 TONS	Limestone, crusher run, delivered to site	\$ 30.00 PER TON	\$ 6,000.00
31.0	200 TONS	Limestone Sand 97% CaCO3 16 Mesh (Glass Factory Limestone Sand) with particle size of 0% retained on a #12 mesh screen, 20% maximum retained on a 20 mesh screen and 20% maximum passing a #70 mesh screen, delivered to the site	\$ 40.00 PER TON	\$ 8,000.00
32.0	100 LF	Pipe, 12" schedule 40 P.V.C.	\$ 7.50 PER LF	\$ 750.00
33.0	10 EA	Pipe, 12" 45° Schedule 40	\$ 35.00 EACH	\$ 350.00
34.0	10 EA	Pipe, 12" 90° Schedule 40	\$ 10.00 EACH	\$ 100.00
35.0	10 EA	Pipe, 12" Cap Schedule 40	\$ 10.00 EACH	\$ 100.00
36.0	10 EA	Pipe, Tee, 12" Schedule 40 P.V.C.	\$ 80.00 EACH	\$ 800.00
37.0	100 LF	Pipe, 6" Solid Schedule 40 Pipe	\$ 2.00 PER LF	\$ 200.00
38.0	100 LF	Pipe, 6" Perforated Schedule 40 Pipe	\$ 2.00 PER LF	\$ 200.00

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

BUYER CB-23	PAGE 018	REQ. OR PO NO. DÉP13709
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
39.0	100 LBS	Bentonite - Sealer	\$.50 PER LB	\$ 50.00
40.0	10 EA	Pipe, 6" "T" Schedule 40	\$ 20.00 EACH	\$ 200.00
41.0	10 EA	Pipe, 6" Screw on Cap Schedule 40	\$ 10.00 EACH	\$ 100.00
42.0	10 EA	Pipe, 6" solid end cap Schedule 40	\$ 10.00 EACH	\$ 100.00
43.0	10 EA	Pipe, 6" 45° Schedule 40	\$ 20.00 EACH	\$ 200.00
44.0	10 EA	Pipe, 6" Connector Schedule 40	\$ 5.00 EACH	\$ 50.00
45.0	10 EA	Pipe, 6" 90° Schedule 40	\$ 10.00 EACH	\$ 100.00
46.0	10 EA	Pipe, 6" 22-1/2° Schedule 40	\$ 10.00 EACH	\$ 100.00
47.0	10 EA	HI-Q Corrugated Culvert 12" - 20' section	\$ 150.00 EACH	\$ 1,500.00
48.0	10 EA	HI-Q Corrugated Culvert 18" - 20' section	\$ 300.00 EACH	\$ 3,000.00
49.0	10 EA	HI-Q Corrugated Culvert 24" - 20' section	\$ 400.00 EACH	\$ 4,000.00
50.0	100 HRS	Water Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$ 25.00 PER HR	\$ 2,500.00
51.0	100 HRS	Trash Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$ 25.00 PER HR	\$ 2,500.00
52.0	100 HRS	Trash/Sludge High Head/High Volume Pump - 6" dia. Gas a/o DSL powered with trailer mounting. Godwin HL5M Dri - Prime type or equivalent	\$ 65.00 PER HR	\$ 6,500.00
53.0	100 HRS	Water Pump 4" Dia. gas a/o DSL powered	\$ 10.00 PER HR	\$ 1,000.00
54.0	100 HRS	Water Pump 3" Dia. gas a/o DSL powered	\$ 10.00 PER HR	\$ 1,000.00

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

BUYER CB-23	PAGE 019	REQ. OR PO NO. DEP13709
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WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
55.0	100 HRS	Water Pump 2" Dia. gas a/o DSL powered	\$ 10.00 PER HR	\$ 1,000.00
56.0	100 SQ. YDS	Engineering Fabric for subsurface drainage – in accordance with Section 715.11.4 "Engineering Fabric" of the West Virginia Division of Highways, Standard Specifications Roads and Bridges	\$ 1.50 PER SQ. YD	\$ 150.00
57.0	100 SQ. YDS	Smooth HPDE Geomemberane – Poly-Fex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant.	\$ 35.00 PER SQ. YD	\$ 3,500.00
58.0		Utility Relocation - At cost - No Bid Item	NO BID ITEM	NO BID ITEM
59.0	200 HRS	Laborer - To include basic hand tools i.e. shovel, chainsaw, drill, etc., and pump operator as needed with prior approval	\$ 75.00 PER HR	\$ 15,000.00
60.0	5 EA	Wooden Weir – Installed per each (8' x 2' treated 2" lumber with 4" x 4" treated supports)	\$ 1,000.00 EACH	\$ 5,000.00
61.0	10 EA	Wooden Fence – Installed per each (8' x 4' treated 2" lumber with 4" x 4" treated supports)	\$ 600.00 EACH	\$ 6,000.00
62.0	100 HRS	Truck with snow blade; minimum ¾ ton pickup with 8-foot wide snow blade	\$ 15.00 PER HR	\$ 1,500.00
63.0	100 LF	Silt fence – Provide and install to manufacturer's specifications, minimum 24" high to conform to requirements of Section 715.11.5 of the WVDOH Standard Specification	\$ 7.00 PER LF	\$ 700.00
64.0	100 CY	Grout – Provide and install grout to consist of one part Portland cement and three parts sand mixed with water to produce workable consistency. Cement to meet requirements of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of WVDOH Standard Specifications	\$ 125.00 PER CY	\$ 12,500.00
65.0	100 CY	Concrete – Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$ 125.00 PER CY	\$ 12,500.00
66.0	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ 60.00 PER TON	\$ 6,000.00
67.0	100 EACH	Haybales (not to exceed a max of \$5.00 per bale) Haybales will be provided on-site, installed and staked per standard OSR technical specifications.	\$ 4.00 PER EACH	\$ 400.00
		TOTAL		\$ 603,450.00

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

BUYER CB-23	PAGE 020	REQ. OR PO NO. DEP13709
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WV-50 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

NOTE:

1. All items must be bid and bid in unit measure specified in the quantity column.
2. Quantities are for bidding purposes only.
3. All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
4. The quantities are applied for bidding purposes only, actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
5. All equipment used must be in good operable condition and be readily available.
6. All materials must have approval from a DEP representative.
7. Labor for operating equipment and installing all materials shall be incidental to each item.
8. Labor - The contractor shall pay the West Virginia State Division of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.
9. All pipe and fitting are delivered price.
10. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item per work directive.

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 exceed five percent of the total contract amount.

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

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

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy 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: Bonmont Construction & Supplies, Inc.

Authorized Signature: Barbara J. Jones Date: 10-3-07



4700 MacCorkle Ave., S.E. Charleston, West Virginia 25304

PRODUCER:

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

CERTIFICATE HOLDER:

BOMONT CONSTRUCTION & SUPPLIES INC
PO BOX 9046
BOMONT, WEST VIRGINIA, 25030

INSURED:

BOMONT CONSTRUCTION & SUPPLIES INC
PO BOX 9046
BOMONT, WEST VIRGINIA, 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 cancelation. Failure to mail the notice shall impose no obligation or liability of any kind upon BrickStreet Mutual Insurance Company.

POLICY NUMBER: WC10017461-03

DATE CERTIFICATE ISSUED: 12/28/2006

POLICY EFFECTIVE DATE: 01/01/2007

POLICY EXPIRATION DATE: 10/26/2007

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

LIMITS / COVERAGE

WORKERS COMPENSATION - STATUTORY LIMITS

EMPLOYERS LIABILITY LIMITS:

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

**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:

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (304) 720-2000 FAX: (304) 720-2002
Mountain State Insurance Agency
 4307 MacCorkle Avenue

DATE (MM/DD/YYYY)
9/14/2007

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.

Charleston WV 25304

INSURED
Somont Construction & Supplies Inc.
 5 Valley View Drive

INSURERS AFFORDING COVERAGE

INSURER	NAIC #
INSURER A: State Auto Insurance	11017
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

Clenadin WV 25045

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	ADDL	TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A				GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC	SPP226075203	5/19/2007	5/19/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A				AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP212766903	5/19/2007	5/19/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A				EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	SPP226075203	5/19/2007	5/19/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	SPP226075203	5/19/2007	5/19/2008	JWC STATUTORY LIMITS <input type="checkbox"/> OFF-EG <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

WV Department of Administration
 Purchasing Division
 2019 Washington St., East
 P.O. Box 50130
 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

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

MAY 25, 2007

Expiration Date

MAY 25, 2008

Barbara J. Jones
Authorized Company Signature

Michael A. Carl
Chair, West Virginia Contractor
Licensing Board

**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.



Poca Valley Bank

Where you can still bank on friendly service

October 4, 2007

Department of Administration
Purchasing Division
Main Capitol Building, Room E-110
State Capitol Complex
Charleston WV 25305-0139

RE: Irrevocable Letter of Credit Not. 55601926
State Agency: Environmental Protection
Requisition Number: DEP13709
Project Description: Maintenance

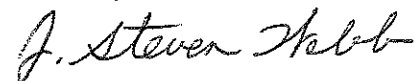
We hereby open an Irrevocable Letter of Credit known as **Letter of Credit No. 55601926**, effective October 4, 2007 in your favor for the account of Bomont Construction & Supplies, Inc. for a sum or sums not exceeding **\$50,000.00**, payable in part or in full upon demand and receipt from you of a Notice of Forfeiture.

This Letter of Credit will expire October 4, 2008. We agree to notify you by certified mail, return receipt requested, at least ninety (90) days prior to the maturity of our intention to either renew or not renew the Letter of Credit. Our failure to notify you will automatically extend the maturity for an additional period of twelve (12) months. Upon notification by you of forfeiture, the entire amount shall be confessed to judgment and be due and payable. At the time of expiration, you may either elect to obtain cash collateral by drawing your on sight draft on us for an amount not to exceed the unused balance of the Letter or elect to let the Letter of Credit expire.

We will give prompt notice to both Bomont Construction & Supplies, Inc. and you of any notice received reaction filed: (1) alleging the insolvency of bankruptcy of the bank; or (2) alleging any violation of regulatory requirements to do business. Also, we will give immediate notice to both Bomont Construction & Supplies, Inc. and you in the event the bank becomes unable to fulfill its obligation under the Letter of Credit for any reason.

This Letter of Credit is non-assignable, non-transferable and is subject to the Uniform Customs and Uniform for Documentary Credits (1993 Revisions), International Chamber of Commerce (Publications #500) and to the Uniform Commercial Code.

Sincerely,



J. Steven Webb
Vice President
Commercial Loans