



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  
**DEP14533**

PAGE  
**1**

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

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

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**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 |
|--------------|---------------|----------|--------|---------------|
| 06/01/2009   |               |          |        |               |

BID OPENING DATE: **06/11/2009**      BID OPENING TIME **01:30PM**

| LINE | QUANTITY  | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT       |
|------|---|-----|----------|-------------|------------|--------------|
|      | ***** ADDENDUM NO. 3 *****  |     |          |             |            |              |
|      | ADDENDUM ISSUED FOR THE RECLAMATION MAINTENANCE OF SOUTHEASTERN COAL PRODUCING COUNTIES TO DISTRIBUTE THE AGENCY RESPONSES TO THE SUBMITTED VENDOR QUESTIONS AND REQUESTS FOR CLARIFICATION. PLEASE SEE THE ATTACHED. |     |          |             |            |              |
|      | BID DATE AND OPENING TIME REMAIN AS ESTABLISHED IN ADDENDUM NO. 2 ON 06/11/2009 AT 1:30 PM.   |     |          |             |            |              |
|      | ***** NO OTHER CHANGES *****  |     |          |             |            |              |
| 0001 | 1   | JB  |          | 962-73      |            | 1,346,300.00 |
|      | RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES   |     |          |             |            |              |

RECEIVED  
 2009 JUN 11 PM 12:45  
 WV PURCHASING  
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Barbara J. Jones      TELEPHONE: 304 548-7004      DATE: 6-11-09  
 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

1. Q: What is the maximum total dollar amount allowed per work directive?

A: \$25,000 per work directive.

2. Q: What is the maximum total dollar amount allowed on the contract per year?

A: \$500,000.00 was budgeted for the reclamation/maintenance contract.

3. Q: Can the owner write more than one work directive per permit number?

A: Yes.

4. Q: Who exactly decides on what equipment is to be used?

A: DEP Office of Special Reclamation.

5. Q: Who exactly decides on how many hours for each machine will be used?

A: After discussion with the contractor, DEP decides the final estimated hours for the project. Payment will be based on actual hours worked.

6. Q: Is it possible the way this contract is written that the owner may write a work directive for example to install 1, 5 or 10 hay bales or any other small items in Wyoming County and that is all? If yes explain how a contractor could do this when the maximum amount allowed for each hay bales is \$5.00 per bale.

A: Yes. Anything is possible – but not probable. We would normally use haybale dikes for sediment control, and other materials, on construction projects that would include equipment usage and other items. However, any material that could be installed without equipment and other items may be used when and where necessary.

7. Q: Is mobilization and demobilization paid based off each work directive starting and ending at the contractors shop? If not explain how mobilization and demobilization will be paid.

A: No. May be from shop to project to project...project to shop.

8. Q: How is mobilization and demobilization paid on items 10, 51 thru 56 and 62?

A: Item 10 – From shop to project to shop or shop to project to project ...project to shop – paid at Item 10 rate per hour.

Item 51, 52, 53 – From shop to shop or shop to project to project...project to shop – paid at Item 51, 52, or 53 rate per hour.

Item 54, 55, 56 – No mob/demob – carried in back of pick-up truck

Item 62 - From shop to project to shop or shop to project to project ...project to shop – paid at Item 62 rate per hour.

9. Q: Does the contractor have to pay prevailing wage for the equipment to be put together on site?

A: Yes

10. a) Q: Is it possible that the owner may elect to use two 3” pumps instead of one 6” pump?

A: Yes

b.) Q: Who decides what pump and how many is to be used?

A: DEP Office of Special Reclamation.

c.) Q: Will the contractor be paid for one laborer for each pump that is used?

A: No – One laborer may operate one or more pumps at the same time. To utilize a laborer to operate a pump, prior approval must be obtained from the owner (DEP).

11. Q: What is your suggestion on how many of each piece of equipment large and small should be available to the owner at any one given time?

A: All listed equipment must be available when needed. The maximum would normally be two of each except Item 10 (truck, tandem axle rear dump) which we have used three.

12. Q: Is it possible to see the first ten work directives that will be done on this contract?

A: No, they have not been written. They are written as the need arises.

13. Q: Is it possible to see the last ten work directives that were done on the old contract?

A: Yes.

14. Q: Why was there no pre bid conference?

A: The RFQ is a straight forward open-end contract. A pre bid was not necessary.

15. Q: Why is there a max bid on item #11?

A: That is the maximum that DEP Office of Special Reclamation will pay under this contract.

16. Q: Is item #67 correct?

A: Item #67 should be per linear foot. Reference revised bid schedule.

17. Q: What does item #61 (Labor) cover? Please explain.

A: Requires providing a person with basic hand tools, as listed, to perform manual labor as will be outlined in a work directive.

|  |            |                             |
|--|------------|-----------------------------|
| <u>BUYER</u><br>CB-23  | PAGE<br>11 | REQ. OR PO NO.<br>DEP 14533 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/SPECIAL RECLAMATION |            |                             |

WV-36 STATE OF WEST VIRGINIA  
REV. 5-1-08 PURCHASING CONTINUATION SHEET  
VENDOR:

|      |         |   |                     |          |
|------|---------|---|---------------------|----------|
| 66.0 | 100 TON | Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.  | \$ _____<br>PER TON | \$ _____ |
| 67.0 | 100 LF  | Haybales (not to exceed a max of \$5.00 per linear foot) Haybales will be provided on-site, installed and staked per standard OSR technical specifications.   | \$ _____<br>PER LF  | \$ _____ |
| 68.0 | 2000 LF | Floating Baffle Curtain – Three (3) foot in depth<br>18 ounce rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing all seams heat sealed.<br>Two (2) foot long styrafoam block for floats in top spaced with grommets in between each block, block size based on depth.<br>¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water<br>5/16 inch chain, heat sealed into bottom, extended out each end to point of anchorage.<br>Price shall include all labor and materials for installation in pond, as required. | \$ _____<br>PER LF  | \$ _____ |
| 69.0 | 2000 LF | Floating Baffle Curtain – Five (5) foot in depth<br>18 ounce rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing all seams heat sealed.<br>Two (2) foot long styrafoam block for floats in top spaced with grommets in between each block, block size based on depth.<br>¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water<br>5/16 inch chain, heat sealed into bottom, extended out each end to point of anchorage.<br>Price shall include all labor and materials for installation in pond, as required.  | \$ _____<br>PER LF  | \$ _____ |
|      |         | <b>TOTAL</b>  |                     | \$ _____ |

NOTE:

- All items must be bid and bid in unit measure specified in the quantity column.
- Quantities are for bidding purposes only.
- All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
- 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.
- 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 all materials shall be incidental to each item.



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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 DEP14533

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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  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901                              304-465-1911

|                            |               |          |        |               |
|----------------------------|---------------|----------|--------|---------------|
| DATE PRINTED<br>05/26/2009 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|----------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: 06/11/2009                              BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|--------|
| ***** ADDENDUM NO. 2 *****  |          |     |         |             |            |        |
| ADDENDUM ISSUED TO EXTEND THE BID DATE AND OPENING TIME WHILE THE AGENCY CONCLUDES RESPONSES TO THE Q/A PERIOD. |          |     |         |             |            |        |
| BID OPENING DATE IS EXTENDED FROM 05/28/09 TO 06/11/09 AT 1:30 PM. ADDENDUM NO.3 WILL BE DISTRIBUTED SHORTLY.   |          |     |         |             |            |        |
| ***** NO OTHER CHANGES *****  |          |     |         |             |            |        |
| 0001  | 1        | JB  |         | 962-73      |            |        |
| RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES   |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Barbara J. Jones*                      TELEPHONE: 304 548-7004                      DATE: 6-11-09  
 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 |
| DEP14533   |

|      |
|------|
| PAGE |
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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| CHUCK BOWMAN<br>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 |
| 04/19/2009   |               |          |        |               |

BID OPENING DATE: 05/28/2009 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE RECLAMATION MAINTENANCE OF THE SOUTHEASTERN COAL PRODUCING COUNTIES TO POSTPONE THE BID OPENING AND ALLOW TIME FOR A VENDOR QUESTION &amp; ANSWER PERIOD.</p> <p>VENDORS WITH QUESTIONS OR REQUESTS FOR CLARIFICATION MAY SEND THOSE INQUIRES IN WRITING TO THE BUYER, CHUCK BOWMAN. QUESTIONS MUST BE SUBMITTED VIA FAX AT 304.558.4115, BY E-MAIL AT CHARLES.A.BOWMANJR@WV.GOV, OR VIA U.S. POSTAL SERVICE. ALL CORRESPONDENCE MUST BE RECEIVED BY THE BUYER BEFORE 4:30 PM ON WEDNESDAY, MAY 6, 2009.</p> <p>THE ADDENDUM WILL BE ISSUED THURSDAY, MAY 14, 2009.</p> <p>THE BID OPENING DATE AND TIME HAVE BEEN EXTENDED FROM 04/23/2009 TO 05/28/09 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                           |                                   |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Barbara J. Jones</i> | TELEPHONE<br>304 548-7004 | DATE<br>6-11-09                   |
| TITLE<br><i>President</i>            | FEIN<br>55-0773825        | ADDRESS CHANGES TO BE NOTED ABOVE |

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



|  |                    |                             |
|--|--------------------|-----------------------------|
| BUYER<br>CB-23   | PAGE<br><b>015</b> | REQ. OR PO NO.<br>DEP 14533 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/SPECIAL RECLAMATION |                    |                             |

WV-36 STATE OF WEST VIRGINIA  
REV. 5-1-08 PURCHASING CONTINUATION SHEET  
VENDOR:

**\*\*\*The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.\*\*\***

| 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  | \$ <u>90.00</u><br>PER HR  | \$ <u>18,000.00</u>  |
| 2.0      | 1,000 HRS | Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade   | \$ <u>90.00</u><br>PER HR  | \$ <u>90,000.00</u>  |
| 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  | \$ <u>85.00</u><br>PER HR  | \$ <u>17,000.00</u>  |
| 4.0      | 1,000 HRS | Crawler Dozer-Caterpillar D5G LGP or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade  | \$ <u>85.00</u><br>PER HR  | \$ <u>85,000.00</u>  |
| 5.0      | 100 HRS   | Crawler Loader - Caterpillar 931C or equiv. - 67HP w/std 1.05 yd bucket  | \$ <u>70.00</u><br>PER HR  | \$ <u>7,000.00</u>   |
| 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  | \$ <u>85.00</u><br>PER HR  | \$ <u>8,500.00</u>   |
| 7.0      | 1,000 HRS | Hydraulic Excavator-Backhoe, Caterpillar 325 or equiv. with 173 minimum flywheel horsepower, equipped with standard bucket   | \$ <u>150.00</u><br>PER HR | \$ <u>150,000.00</u> |
| 8.0      | 1,000 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.   | \$ <u>150.00</u><br>PER HR | \$ <u>150,000.00</u> |
| 9.0      | 100 HRS   | Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity  | \$ <u>90.00</u><br>PER HR  | \$ <u>9,000.00</u>   |
| 10.0     | 100 HRS   | Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower equipped with a sealed tailgate.   | \$ <u>85.00</u><br>PER HR  | \$ <u>8,500.00</u>   |
| 11.0     | 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) | \$ <u>200.00</u><br>PER HR | \$ <u>20,000.00</u>  |

WV-36 STATE OF WEST VIRGINIA  
REV. 5-1-08 PURCHASING CONTINUATION SHEET  
VENDOR:

| ITEM NO.                              | QUANTITY         | DESCRIPTION  | UNIT PRICE                            | AMOUNT              |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
|---------------------------------------|------------------|--|---------------------------------------|---------------------|--------------------------------|---------------|-----------------------------|--------------------|---------------------------|---------------|------------------------------|---------------------|---------------|---------------|--------------------------------|--------------|------------|---------------|-----------------------------|---------------|--------------------------------|----------------------|
| 12.0                                  | 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> </tr> <tr> <td>Birdsfoot Trefoil<sup>2</sup></td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Redtop<sup>4</sup></td> <td>@ 3 lbs/acre</td> </tr> <tr> <td>Ky 31 Fescue<sup>5</sup></td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Wheat or Rye<sup>4</sup></td> <td>@ 50lbs/acre</td> </tr> <tr> <td>Orchard Grass</td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Weeping Lovegrass<sup>3</sup></td> <td>@ 2 lbs/acre</td> </tr> <tr> <td>Red Clover</td> <td>@ 10 lbs/acre</td> </tr> <tr> <td>Foxtail Millet<sup>3</sup></td> <td>@ 12 lbs/acre</td> </tr> </table>         | <u>Vegetative Species</u>             | <u>Rate/Acre</u>    | Birdsfoot Trefoil <sup>2</sup> | @ 15 lbs/acre | Redtop <sup>4</sup>         | @ 3 lbs/acre       | Ky 31 Fescue <sup>5</sup> | @ 15 lbs/acre | Wheat or Rye <sup>4</sup>    | @ 50lbs/acre        | Orchard Grass | @ 15 lbs/acre | Weeping Lovegrass <sup>3</sup> | @ 2 lbs/acre | Red Clover | @ 10 lbs/acre | Foxtail Millet <sup>3</sup> | @ 12 lbs/acre | \$ <u>1,600.00</u><br>PER ACRE | \$ <u>160,000.00</u> |
| <u>Vegetative Species</u>             | <u>Rate/Acre</u> |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| Birdsfoot Trefoil <sup>2</sup>        | @ 15 lbs/acre    |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| Redtop <sup>4</sup>                   | @ 3 lbs/acre     |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| Ky 31 Fescue <sup>5</sup>             | @ 15 lbs/acre    |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| Wheat or Rye <sup>4</sup>             | @ 50lbs/acre     |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| Orchard Grass                         | @ 15 lbs/acre    |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| Weeping Lovegrass <sup>3</sup>        | @ 2 lbs/acre     |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| Red Clover                            | @ 10 lbs/acre    |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| Foxtail Millet <sup>3</sup>           | @ 12 lbs/acre    |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| 13.0                                  | 100 ACRES        | <p>*Seed mixture for Vegetation Enhancement</p> <table border="0"> <tr> <td><u>Vegetative Species<sup>1</sup></u></td> <td><u>Rate/Acre</u></td> </tr> <tr> <td>Birdsfoot Trefoil<sup>2</sup></td> <td>@5 lbs/acre</td> </tr> <tr> <td>Ky 31 Fescue<sup>5</sup></td> <td>@5 lbs/acre</td> </tr> <tr> <td>Red Clover</td> <td>@5 lbs/acre</td> </tr> </table>   | <u>Vegetative Species<sup>1</sup></u> | <u>Rate/Acre</u>    | Birdsfoot Trefoil <sup>2</sup> | @5 lbs/acre   | Ky 31 Fescue <sup>5</sup>   | @5 lbs/acre        | Red Clover                | @5 lbs/acre   | \$ <u>100.00</u><br>PER ACRE | \$ <u>10,000.00</u> |               |               |                                |              |            |               |                             |               |                                |                      |
| <u>Vegetative Species<sup>1</sup></u> | <u>Rate/Acre</u> |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| Birdsfoot Trefoil <sup>2</sup>        | @5 lbs/acre      |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| Ky 31 Fescue <sup>5</sup>             | @5 lbs/acre      |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| Red Clover                            | @5 lbs/acre      |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| 14.0                                  | 100 ACRES        | <p>*Additional seed mixture for woodland post-mining land use projects.</p> <table border="0"> <tr> <td><u>Vegetative Species<sup>1</sup></u></td> <td><u>Rate/Acre</u></td> </tr> <tr> <td>Black Locust<sup>2</sup></td> <td>@3 lbs/acre</td> </tr> </table> <p>(REFERENCE FOR ITEM NUMBERS. 14.0, 15.0 &amp; 16.0)</p> <ol style="list-style-type: none"> <li>1. Seeding rate suggested is for pure live seed (pls) in pounds per acre.</li> <li>2. Herbaceous legumes must be treated with the appropriate bacterium before seeding.</li> <li>3. Spring mix</li> <li>4. Fall mix</li> <li>5. Certified endophyte free variety</li> </ol> <p>* Quality and quantity inspection required prior to installation.</p> | <u>Vegetative Species<sup>1</sup></u> | <u>Rate/Acre</u>    | Black Locust <sup>2</sup>      | @3 lbs/acre   | \$ <u>10.00</u><br>PER ACRE | \$ <u>1,000.00</u> |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| <u>Vegetative Species<sup>1</sup></u> | <u>Rate/Acre</u> |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| Black Locust <sup>2</sup>             | @3 lbs/acre      |  |                                       |                     |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| 15.0                                  | 500 TONS         | Agriculture Lime - 85% CaCO <sub>3</sub>   | \$ <u>75.00</u><br>PER TON            | \$ <u>37,500.00</u> |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| 16.0                                  | 200 TONS         | Fertilizer, 10-20-10   | \$ <u>60.00</u><br>PER TON            | \$ <u>12,000.00</u> |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| 17.0                                  | 200 TONS         | Fertilizer, 18-46-0  | \$ <u>45.00</u><br>PER TON            | \$ <u>9,000.00</u>  |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| 18.0                                  | 200 TONS         | Mulch, Wood Fiber  | \$ <u>80.00</u><br>PER TON            | \$ <u>16,000.00</u> |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| 19.0                                  | 200 TONS         | Mulch, hay or straw  | \$ <u>30.00</u><br>PER TON            | \$ <u>6,000.00</u>  |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |
| 20.0                                  | 200 TONS         | Stone, 2" sandstone, delivered to site   | \$ <u>30.00</u><br>PER TON            | \$ <u>6,000.00</u>  |                                |               |                             |                    |                           |               |                              |                     |               |               |                                |              |            |               |                             |               |                                |                      |

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| BUYER<br>CB-23   | PAGE<br><b>017</b> | REQ. OR PO NO.<br>DEP 14533 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/SPECIAL RECLAMATION |                    |                             |

WV-36 STATE OF WEST VIRGINIA  
REV. 5-1-08 PURCHASING CONTINUATION SHEET  
VENDOR:

| ITEM NO. | QUANTITY | DESCRIPTION   | UNIT PRICE                 | AMOUNT              |
|----------|----------|---|----------------------------|---------------------|
| 21.0     | 200 TONS | Stone, Shot Sandstone, delivered to site  | \$ <u>40.00</u><br>PER TON | \$ <u>8,000.00</u>  |
| 22.0     | 200 TONS | Stone, Gabion Sandstone 4" x 8", delivered to site  | \$ <u>32.00</u><br>PER TON | \$ <u>6,400.00</u>  |
| 23.0     | 200 TONS | Stone, shot limestone, delivered to site  | \$ <u>40.00</u><br>PER TON | \$ <u>8,000.00</u>  |
| 24.0     | 200 TONS | Stone, Type 3 - Rip-Rap Limestone 36" x 6", delivered to site   | \$ <u>40.00</u><br>PER TON | \$ <u>8,000.00</u>  |
| 25.0     | 200 TONS | Stone, Type 2 - Rip-Rap Limestone 30" x 6", delivered to site   | \$ <u>40.00</u><br>PER TON | \$ <u>8,000.00</u>  |
| 26.0     | 200 TONS | Stone Type 1 - Rip-Rap Limestone 12" x 3", delivered to site  | \$ <u>40.00</u><br>PER TON | \$ <u>8,000.00</u>  |
| 27.0     | 200 TONS | Stone, Gabion Limestone 4" x 8", delivered to site  | \$ <u>32.00</u><br>PER TON | \$ <u>6,400.00</u>  |
| 28.0     | 200 TONS | Stone, Limestone 2", delivered to site  | \$ <u>32.00</u><br>PER TON | \$ <u>6,400.00</u>  |
| 29.0     | 200 TONS | Stone, No. 57 Limestone, delivered to site  | \$ <u>32.00</u><br>PER TON | \$ <u>6,400.00</u>  |
| 30.0     | 200 TONS | Limestone, crusher run, delivered to site   | \$ <u>30.00</u><br>PER TON | \$ <u>6,000.00</u>  |
| 31.0     | 200 TONS | Limestone Sand 92% CAC03 with particle size of 5% maximum retained on a #10 mesh screen, 15% maximum retained on a #20 mesh screen, 30% maximum passing a #60 screen, delivered to the site.                                      | \$ <u>40.00</u><br>PER TON | \$ <u>8,000.00</u>  |
| 32.0     | 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 | \$ <u>65.00</u><br>PER TON | \$ <u>13,000.00</u> |
| 33.0     | 100 LF   | Pipe, 12" schedule 40 P.V.C.  | \$ <u>10.00</u><br>LF      | \$ <u>1,000.00</u>  |
| 34.0     | 10 EA    | Pipe, 12" 45° Schedule 40   | \$ <u>50.00</u><br>EACH    | \$ <u>500.00</u>    |
| 35.0     | 10 EA    | Pipe, 12" 90° Schedule 40   | \$ <u>100.00</u><br>EACH   | \$ <u>1,000.00</u>  |

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WV-36 STATE OF WEST VIRGINIA  
REV. 5-1-08 PURCHASING CONTINUATION SHEET  
VENDOR:

| ITEM NO. | QUANTITY | DESCRIPTION                               | UNIT PRICE               | AMOUNT             |
|----------|----------|---|--------------------------|--------------------|
| 36.0     | 10 EA    | Pipe, 12" Cap Schedule 40                 | \$ <u>15.00</u><br>EACH  | \$ <u>150.00</u>   |
| 37.0     | 10 EA    | Pipe, Tee, 12" Schedule 40 P.V.C.         | \$ <u>90.00</u><br>EACH  | \$ <u>900.00</u>   |
| 38.0     | 100 LF   | Pipe, 6" Solid Schedule 40 Pipe           | \$ <u>2.00</u><br>PER LF | \$ <u>200.00</u>   |
| 39.0     | 100 LF   | Pipe, 6" Perforated Schedule 40 Pipe      | \$ <u>4.00</u><br>PER LF | \$ <u>400.00</u>   |
| 40.0     | 100 LBS  | Bentonite - Sealer                        | \$ <u>.50</u><br>PER LB  | \$ <u>50.00</u>    |
| 41.0     | 10 EA    | Pipe, 6" "T" Schedule 40                  | \$ <u>10.00</u><br>EACH  | \$ <u>100.00</u>   |
| 42.0     | 10 EA    | Pipe, 6" Screw on Cap Schedule 40         | \$ <u>10.00</u><br>EACH  | \$ <u>100.00</u>   |
| 43.0     | 10 EA    | Pipe, 6" solid end cap Schedule 40        | \$ <u>10.00</u><br>EACH  | \$ <u>100.00</u>   |
| 44.0     | 10 EA    | Pipe, 6" 45° Schedule 40                  | \$ <u>20.00</u><br>EACH  | \$ <u>200.00</u>   |
| 45.0     | 10 EA    | Pipe, 6" Connector Schedule 40            | \$ <u>5.00</u><br>EACH   | \$ <u>50.00</u>    |
| 46.0     | 10 EA    | Pipe, 6" 90° Schedule 40                  | \$ <u>10.00</u><br>EACH  | \$ <u>100.00</u>   |
| 47.0     | 10 EA    | Pipe, 6" 22-1/2° Schedule 40              | \$ <u>10.00</u><br>EACH  | \$ <u>100.00</u>   |
| 48.0     | 10 EA    | HI-Q Corrugated Culvert 12" - 20' section | \$ <u>175.00</u><br>EACH | \$ <u>1,750.00</u> |
| 49.0     | 10 EA    | HI-Q Corrugated Culvert 18" - 20' section | \$ <u>200.00</u><br>EACH | \$ <u>2,000.00</u> |
| 50.0     | 10 EA    | HI-Q Corrugated Culvert 24" - 20' section | \$ <u>250.00</u><br>EACH | \$ <u>2,500.00</u> |

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WV-36 STATE OF WEST VIRGINIA  
REV. 5-1-08 PURCHASING CONTINUATION SHEET  
VENDOR:

| ITEM NO. | QUANTITY      | DESCRIPTION  | UNIT PRICE                    | AMOUNT              |
|----------|---------------|--|-------------------------------|---------------------|
| 51.0     | 100 HRS       | Water Pump 6" Dia. gas a/o DSL powered with trailer mounting   | \$ <u>35.00</u><br>PER HR     | \$ <u>3,500.00</u>  |
| 52.0     | 100 HRS       | Trash Pump 6" Dia. gas a/o DSL powered with trailer mounting   | \$ <u>35.00</u><br>PER HR     | \$ <u>3,500.00</u>  |
| 53.0     | 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  | \$ <u>80.00</u><br>PER HR     | \$ <u>8,000.00</u>  |
| 54.0     | 100 HRS       | Trash Water Pump 4" Dia. gas a/o DSL powered   | \$ <u>40.00</u><br>PER HR     | \$ <u>4,000.00</u>  |
| 55.0     | 100 HRS       | Trash Water Pump 3" Dia. gas a/o DSL powered   | \$ <u>30.00</u><br>PER HR     | \$ <u>3,000.00</u>  |
| 56.0     | 100 HRS       | Trash Water Pump 2" Dia. gas a/o DSL powered   | \$ <u>25.00</u><br>PER HR     | \$ <u>2,500.00</u>  |
| 57.0     | 2,000 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 (Non-Woven)   | \$ <u>1.50</u><br>PER SQ. YD  | \$ <u>3,000.00</u>  |
| 58.0     | 2,000 SQ. YDS | Engineering Fabric for separation and stabilization – in accordance with Section 715.11.8 and 715.11.9 "Engineering Fabric" of the West Virginia Division of Highways, standard specification roads and bridges (Woven)  | \$ <u>1.50</u><br>PER SQ. YD  | \$ <u>3,000.00</u>  |
| 59.0     | 2,000 SQ. YDS | Smooth HPDE Geomemberane – Poly-Fex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant.   | \$ <u>45.00</u><br>PER SQ. YD | \$ <u>90,000.00</u> |
| 60.0     |               | Utility Relocation - At cost - No Bid Item   | NO BID ITEM                   | NO BID ITEM         |
| 61.0     | 1000 HRS      | Laborer - To include basic hand tools i.e. shovel, chainsaw, drill, etc., and pump operator as needed with prior approval  | \$ <u>85.00</u><br>PER HR     | \$ <u>85,000.00</u> |
| 62.0     | 100 HRS       | Truck with snow blade; minimum 1 ton 4 wheel drive pickup with 8-foot wide snow blade  | \$ <u>85.00</u><br>PER HR     | \$ <u>8,500.00</u>  |
| 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   | \$ <u>7.00</u><br>PER LF      | \$ <u>700.00</u>    |
| 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 | \$ <u>165.00</u><br>PER CY    | \$ <u>16,500.00</u> |
| 65.0     | 100 CY        | Concrete – Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications  | \$ <u>165.00</u><br>PER CY    | \$ <u>16,500.00</u> |

|   |                   |                                    |
|---|-------------------|------------------------------------|
| <u>BUYER</u><br>CB-23   | <u>PAGE</u><br>11 | <u>REQ. OR PO NO.</u><br>DEP 14533 |
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WV-36 STATE OF WEST VIRGINIA  
 REV. 5-1-08 PURCHASING CONTINUATION SHEET  
 VENDOR:

|              |         |   |                             |                        |
|--------------|---------|---|-----------------------------|------------------------|
| 66.0         | 100 TON | Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.  | \$ <u>100.00</u><br>PER TON | \$ <u>10,000.00</u>    |
| 67.0         | 100 LF  | Haybales (not to exceed a max of \$5.00 per linear foot) Haybales will be provided on-site, installed and staked per standard OSR technical specifications.   | \$ <u>3.00</u><br>PER LF    | \$ <u>300.00</u>       |
| 68.0         | 2000 LF | Floating Baffle Curtain – Three (3) foot in depth<br>18 ounce rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing all seams heat sealed.<br>Two (2) foot long styrafoam block for floats in top spaced with grommets in between each block, block size based on depth.<br>¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water<br>5/16 inch chain, heat sealed into bottom, extended out each end to point of anchorage.<br>Price shall include all labor and materials for installation in pond, as required. | \$ <u>38.00</u><br>PER LF   | \$ <u>76,000.00</u>    |
| 69.0         | 2000 LF | Floating Baffle Curtain – Five (5) foot in depth<br>18 ounce rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing all seams heat sealed.<br>Two (2) foot long styrafoam block for floats in top spaced with grommets in between each block, block size based on depth.<br>¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water<br>5/16 inch chain, heat sealed into bottom, extended out each end to point of anchorage.<br>Price shall include all labor and materials for installation in pond, as required.  | \$ <u>44.00</u><br>PER LF   | \$ <u>88,000.00</u>    |
| <b>TOTAL</b> |         |   |                             | \$ <u>1,346,300.00</u> |

**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.

STATE OF WEST VIRGINIA  
Purchasing Division024**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Bonnet Construction & Supplies, Inc.  
 Authorized Signature: Barbara J. Jones Date: 6-11-09  
 Purchasing Affidavit (Revised 01/01/09)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Bomont Construction & Supplies, Inc.  
of 465 Valley View Drive Clendenin WV 25045, as Principal, and Western Surety Company  
of U.S. Steel Tower, 600 Grant Street, Suite 500, Pittsburgh, PA, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Thousand (\$ 5,000) 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 DEP14533, Open end contract, reclamation maintenance in Southeastern WV. according to plans and specifications.

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 28th day of May, 2009.

Principal Corporate Seal

Bomont Construction & Supplies, Inc.  
(Name of Principal)

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

President  
(Title)

Surety Corporate Seal

Western Surety Company  
(Name of Surety)

Ross E. Johnson  
Ross E. Johnson Attorney-in-Fact

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



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Ross E Johnson, Beverly A Holstine, Kathryn K Arthur, Sheila Mc Cormick, Individually**

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of April, 2008.

WESTERN SURETY COMPANY

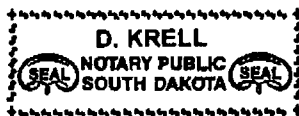


Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 25th day of April, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of May 2009.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/18/2009

PRODUCER (304)720-2000 FAX: (304)720-2002

Mountain State Insurance Agency  
1206 Kanawha Blvd. E.

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 25301

INSURED  
Bomont Construction & Supplies Inc.  
465 Valley View Drive

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Auto Insurance Company 11017

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Clendenin 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 ADD'L LTR   | INSRD | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS   |
|--|-------|--|---------------|------------------------------------|-------------------------------------|--|
| A  |       | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR   | SPP226075205  | 5/19/2009                          | 5/19/2010                           | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |       |  |               |                                    |                                     |  |
| A  |       | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | BAP212766905  | 5/19/2009                          | 5/19/2010                           | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|  |       | <b>GARAGE LIABILITY</b><br>ANY AUTO  |               |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC AGG \$   |
| A  |       | <b>EXCESS / UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION \$   | SPP226075205  | 5/19/2009                          | 5/19/2010                           | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$   |
| A  |       | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) <input type="checkbox"/> Y/N<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER | SPP226075205  | 5/19/2009                          | 5/19/2010                           | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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 *Beverly A Holstine*

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV031168

Classification:

EXCAVATION

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

Date Issued


Expiration Date

MAY 25, 2009

MAY 25, 2010

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

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



400 Quarrier Street

Charleston, WV 25301-2010

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**INFORMATION PAGE WC 00 00 01 (A)**

**RENEWAL OF POLICY NUMBER:** WC10017461-04  
**POLICY NUMBER:** WC10017461-05

**INSURER:** BRICKSTREET MUTUAL INSURANCE COMPANY

- |    |  |   |
|----|--|---|
| 1. | <b>INSURED:</b><br>BOMONT CONSTRUCTION & SUPPLIES<br>INC<br>PO BOX 9046<br>BOMONT, WV 25030-0000 | <b>PRODUCER:</b><br>MOUNTAIN STATE INSURANCE<br>AGENCY INC<br>PO BOX 4428<br>CHARLESTON, WV 25364 |
|----|--|---|

Insured is a(n) CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 10/26/2008 to 10/26/2009 12:01 A.M. at the insured's mailing address.
3. **A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:  
  
WEST VIRGINIA
- B. EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
- |                            |           |               |
|----------------------------|-----------|---------------|
| Bodily Injury by Accident: | \$100,000 | Each Accident |
| Bodily Injury by Disease:  | \$500,000 | Policy Limit  |
| Bodily Injury by Disease:  | \$100,000 | Each Employee |
- C. OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:  
  
See West Virginia Limited Other States Insurance Endorsement WC 99 03 05
- D.** This policy includes these endorsements and schedules:  
  
SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

**DATE OF ISSUE:** 11/03/2008  
**ISSUING OFFICE:** Charleston, WV  
**PRODUCER:** MOUNTAIN STATE INSURANCE AGENCY INC



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

# Request for Quotation

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|------------|
| RFQ NUMBER |
| DEP14533   |

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| PAGE |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| CHUCK BOWMAN<br>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 |
|--------------|---------------|----------|--------|---------------|
| 04/01/2009   |               |          |        |               |

BID OPENING DATE: **04/23/2009**      BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT       |
|---|----------|-----|---------|-------------|------------|--------------|
| 0001  | 1        | JB  |         | 962-73      |            | 1,346,300.00 |
| <p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p> <p>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 CONTRACTORS TO PROVIDE ALL MATERIALS, LABOR AND APPROPRIATE EQUIPMENT AND OTHER NECESSARY SERVICES TO RECLAIM IN AN EXPEDITIOUS MANNER, SURFACE MINE SITES ABADONED BY THE OPERATOR, AT LOCATIONS AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROECTION PER A SCOPE OF WORK THAT INCLUDES, BUT IS NOT LIMITED TO, BACKFILLING, DRAINAGE CONTROL, MINE SEALING AND REVEGETATION OF SITES LOCATED IN THE COALPRODUCING COUNTIES OF SOUTHEASTERN WEST WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS AND CONDITIONS, AND THE BID SCHEDULE AS ATTACHED.</p> <p>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.</p> <p>EXHIBIT 3</p> <p>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 ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY</p> |          |     |         |             |            |              |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                           |                                   |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Barbara J. Jones</i> | TELEPHONE<br>304 548-7004 | DATE<br>6-11-09                   |
| TITLE<br>President                   | 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  
**DEP14533**

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**2**

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 |
|--------------|---------------|----------|--------|---------------|
| 04/01/2009   |               |          |        |               |

BID OPENING DATE: **04/23/2009**      BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
|  |          |     |          |             |            |        |
| <p><b>REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</b></p> <p><b>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.)</b></p> <p><b>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE</b></p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                                  |                                   |
|--------------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE<br><i>Barbara J. Jones</i> | TELEPHONE<br><b>304 548-7004</b> | DATE<br><b>6-11-09</b>            |
| TITLE<br><i>President</i>            | FBI#<br><b>55-0773825</b>        | 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  
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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| CHUCK BOWMAN<br>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 |
| 04/01/2009   |               |          |        |               |

BID OPENING DATE: **04/23/2009**      BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|--------|
| <p>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<br/>           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 USED I 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, 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.</p> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                           |                                   |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Barbara J. Jones</i> | TELEPHONE<br>304 548-7004 | DATE<br>6-11-09                   |
| TITLE<br>President                   | FEIN<br>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

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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  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 04/01/2009   |               |          |        |               |

BID OPENING DATE: 04/23/2009 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>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 WAG RATES AS ESTABLISHED FOR SOUTH EASTERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ. FOR PREVAILING WAGE RATES, PLEASE VISIT: <a href="http://www.wvsos.org/adlaw/wagerates/BUILDING07.HTM">HHTP://WWW.WVSOS.ORG/ADLAW/WAGERATES/BUILDING07.HTM</a></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-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</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Barbara J. Jones* TELEPHONE: 304 548-7004 DATE: 6-11-09  
 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  
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# Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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 304-558-2157

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

**SHIP TO**  
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| 04/01/2009   |               |          |        |               |

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|--|----------|-----|--------|-------------|------------|--------|
| <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<br/> <i>Bomont Construction &amp; Supplies, Inc.</i> COMPANY<br/>           ..... 6-11-09.....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 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.O.3.11.68.....</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF</p> |          |     |        |             |            |        |

|   |                           |                                   |  |
|---|---------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |                           |                                   |  |
| SIGNATURE<br><i>Barbara J. Jones</i>      | TELEPHONE<br>304 548-7004 | DATE<br>6-11-09                   |  |
| TITLE<br><i>President</i>                 | FEIN<br>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  
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# Request for Quotation

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| RFQ NUMBER |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
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VENDOR

\*525121401      304-548-7004  
 BOMONT CONSTRUCTION SUPPLIES I  
 PO BOX 9046  
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SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
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|              |               |          |        |               |
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| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER  | UNIT PRICE | AMOUNT |
|------|----------|-----|---------|--|------------|--------|
|      |          |     |         | 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<br>PURCHASING DIVISION<br>BUILDING 15<br>2019 WASHINGTON STREET, EAST<br>CHARLESTON, WV 25305-0130  |            |        |
|      |          |     |         | THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF   |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                           |                                   |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Barbara J. Jones</i> | TELEPHONE<br>304 548-7004 | DATE<br>6-11-09                   |
| TITLE<br>President                   | FAX<br>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 |
| DEP14533   |

|      |
|------|
| PAGE |
| 10   |

|  |
|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| CHUCK BOWMAN<br>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 |
|--------------|---------------|----------|--------|---------------|
| 04/01/2009   |               |          |        |               |

BID OPENING DATE: 04/23/2009      BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:<br>SEALED BID<br>BUYER: CB-23<br>REQ. NO.: DEP14533<br>BID OPENING DATE: 04/23/2009<br>BID OPENING TIME: 1:30 PM<br>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:<br><u>304 548-7133</u><br>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:<br><u>Barbara J. Jones</u><br>***** THIS IS THE END OF RFQ DEP14533 ***** TOTAL: <u>1,346,300.00</u> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                           |                                   |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Barbara J. Jones</i> | TELEPHONE<br>304 548-7004 | DATE<br>6-11-09                   |
| TITLE<br>President                   | FAX<br>55-0773825         | ADDRESS CHANGES TO BE NOTED ABOVE |

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

|  |                    |                             |
|--|--------------------|-----------------------------|
| BUYER<br>CB-23   | PAGE<br><b>011</b> | REQ. OR PO NO.<br>DEP 14533 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/SPECIAL RECLAMATION |                    |                             |

WV-36 STATE OF WEST VIRGINIA  
REV. 5-1-08 PURCHASING CONTINUATION SHEET  
VENDOR:

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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



|  |                    |                             |
|--|--------------------|-----------------------------|
| BUYER<br>CB-23   | PAGE<br><b>012</b> | REQ. OR PO NO.<br>DEP 14533 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/SPECIAL RECLAMATION |                    |                             |

WV-36 STATE OF WEST VIRGINIA  
REV. 5-1-08 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.

|  |                    |                             |
|--|--------------------|-----------------------------|
| BUYER<br>CB-23   | PAGE<br><b>013</b> | REQ. OR PO NO.<br>DEP 14533 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/SPECIAL RECLAMATION |                    |                             |

WV-36 STATE OF WEST VIRGINIA  
REV. 5-1-08 PURCHASING CONTINUATION SHEET  
VENDOR:

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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.
- 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.
- F. All equipment used must be in good operable condition, be readily available, and must be operated by an experienced, competent operator.

|  |                    |                             |
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| BUYER<br>CB-23   | PAGE<br><b>014</b> | REQ. OR PO NO.<br>DEP 14533 |
| SPENDING UNIT<br>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL<br>PROTECTION/SPECIAL RECLAMATION |                    |                             |

WV-36 STATE OF WEST VIRGINIA  
REV. 5-1-08 PURCHASING CONTINUATION SHEET  
VENDOR:

- G. All materials must have approval from a DEP representative.
- H. Labor for operating equipment and installing materials shall be incidental to each item.
- I. 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.

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 itemized
- 2) By unit prices stated in the contract documents or subsequently agreed upon.