



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

# Request for Quotation

RFO NUMBER  
**DEP14586**

PAGE  
**1**

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

FQ COPY  
 E NAME/ADDRESS HERE

Bomont Const. & Supplies, Inc.  
 P.O. Box 10  
 Procious, WV 25164

SHIP TO

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

TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09			

11/05/2009

BID OPENING TIME 01:30PM

QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
1	JB		962-73		
<p>RESTORATION: RESTORATION OF LAND</p> <p>WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATIONS OF GARY WALKER, NOW UNDER REVOKED PERMIT NUMBER U-58-84, OF APPROXIMATELY 18.0 ACRES LOCATED NEAR OAK HILL, WV, MCDOWELL CO., PER THE FOLLOWING SPECIFICATIONS, DRAWINGS, BID REQUIREMENTS, SCOPE OF WORK, CONDITIONS, AND THE ATTACHED BID SCHEDULE.</p> <p>WORK SHALL BE PERFORMED UNDER THE GUIDANCE AND SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT BY THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A PREBID CONFERENCE SHALL BE HELD AT 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN DISQUALIFICATION OF THE BIDDER. THE BIDDER MAY REPRESENT MORE THAN ONE COMPANY.</p> <p>THE BIDDING WILL BE MADE AVAILABLE FOR ALL INTERESTED PARTIES. THIS WILL SERVE AS THE MANDATORY ATTENDANCE AT THE MANDATORY PREBID CONFERENCE AND REPRESENTATIVE WILL RESULT IN DISQUALIFICATION OF THE BIDDER. THE BIDDER WILL NOT ACCEPT THE BIDDING.</p>					

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 2009 NOV 12 AM 8:21  
 WV DEPT OF ENVIRONMENTAL PROTECTION

CONDITIONS  
 DATE 11-10-09  
 ADDRESS CHANGES TO BE NOTED ABOVE





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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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<p>ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME OF THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER THE CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO THE PRE-BID: FROM THE GARY POST OFFICE, TAKE ST. RT. 103 EAST TOWARD ANAWALT &amp; PAGETON. TRAVEL 2.6 MILES; TURN LEFT ONTO HARMON BRANCH RD. (COUNTY RT. 15/8). GO BY THORPE POST OFFICE, CROSS TRACKS, TRAVEL 0.5 MILE TO THE MINE SITE.</p> <p>ALL WORK MUST BE DONE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Debra J. Jones</i>	TELEPHONE 304 548-7004	DATE 11-10-09
TITLE President	FEIN 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MCDOWELL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT</p>						

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09/02/2009				

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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:            CONTRACTORS NAME: <i>B. Bomont Construction &amp; Supplies, Inc.</i>            CONTRACTORS LICENSE NO.: <i>.W.V.O.3.116.8.....</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE <i>304 548-7004</i>	DATE <i>11-10-09</i>
TITLE <i>President</i>	FEIN <i>55-0773825</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304548-7004	DATE 11-10-09
TITLE President	FAX 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NOS.: NO. 1 .. 10/25/09. NO. 2 .. 11/09/09. NO. 3 ..... NO. 4 ..... NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.  VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
.. Barbara J. Jones .. SIGNATURE .. Bomont Construction & Supplies, COMPANY ..... 11-10-09 ..... DATE						
REV. 11/96						
NOTICE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 11-10-09
TITLE President	FEIN 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP14586</p> <p>BID OPENING DATE: 11/05/2009</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            -----304 548-7133-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:            -----Barbara J. Jones-----</p>						

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WV-36a

STATE OF WEST VIRGINIA

REV. 1/29/02

PURCHASING CONTINUATION SHEET

VENDOR:

BUYER		P12
CB-23		REQ. OR PO NO. DEP14586
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

**DIRECTIONS**  
**GARY COAL SALES, INC.**  
**PERMIT NUMBER: U-58-84**

From the Gary Post Office, take State Route 103 east toward the towns of Anawalt and Pageton.

Travel 2.6 miles and turn left onto Harmon Branch Road (County Route 15/8).

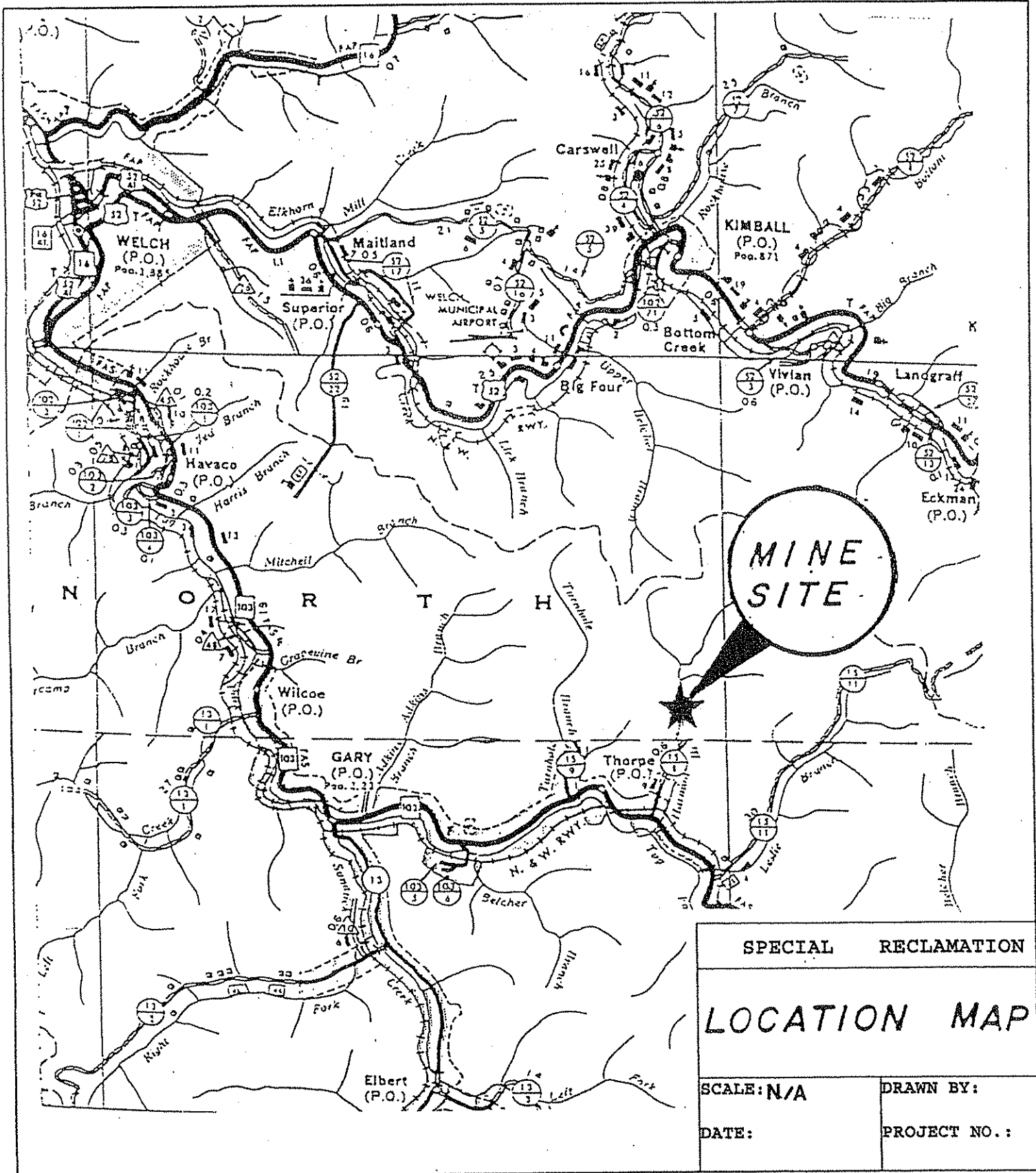
Pass by the Thorpe Post Office.

Cross railroad tracks.

Travel 0.5 mile to the mine site.

BUYER	REQ. OR PO. NO.
CB-23	DEP14586
SPENDING UNIT	
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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



SPECIAL RECLAMATION	
LOCATION MAP	
SCALE: N/A	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23		P14 REQ. OR PO NO. DEP14586
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Gary Coal Sales, Inc., Permit U-58-84, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management, as necessary, in the form as described, in the attached National Pollutant Discharge Elimination System, Water Pollution Control Permit Number WV0115924, existing sediment control ponds and in additional bid item # 10.0 & 19.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling are required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 8.0 )
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. Remove any and all debris from site which includes but not limited to railroad track(s), power poles, mine belt, tires, junked cars, junk trucks, tanks, remaining items from former water tank site, all metal and lumber debris, all transformers and casings. **NOTE: The contractor is responsible for proper handling of all items and must provide documentation of proper disposal of all items.**
7. All asbestos containing material must be removed from the permit site. All asbestos containing material will be pointed out and identified at the Pre-bid Conference. The contractor will be responsible for obtaining all permits and plans for proper cleanup and disposal of identified materials. The contractor shall provide documentation of the proper disposal of these materials

### **AREA 1 – LOADOUT EAST OF TRACKS**

8. Demolish concrete wall and pedestals and properly dispose of by breaking it into sections no larger than four (4) feet in any direction and burying it on site. **NOTE: Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial.**
9. Remove approximately Two Thousand (2,000) Linear Feet of dual sets of railroad tracks.

P15

WV-36a

STATE OF WEST VIRGINIA

REV. 1/29/02

PURCHASING CONTINUATION SHEET

VENDOR:

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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

10. Eliminate Pond Seven (7) by dewatering with pumps and backfilling with all available spoil material and regrade to establish a sheet flow drainage pattern.

### Area 2 – Raw Coal Stockpile

11. Demolish concrete from bin area and pumphouse and properly dispose of by breaking it into sections no larger than four (4) feet in any direction and burying it on site. **NOTE: Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial.**
12. Seal borehole/well near pumphouse in accordance with the attached specifications.
13. Eliminate Pond Four (4) by backfilling with all available spoil material and regrade to establish a sheet flow drainage pattern.
14. Install V-Ditch Four (4). This Rip-Rap v-ditch will run approximately three hundred and fifty (350) feet from the bench of this area to the County Route culvert. (See Specifications)
15. Backfill, by using all available spoil material, and eliminate approximately 200 linear feet of highwall.

### Area 3 - Raw Coal Stockpile and Loadout

16. Demolish all concrete pads, walls, and block structures and properly dispose of by breaking it into sections no larger than four (4) feet in any direction and burying it on site. **NOTE: Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial.**
17. Eliminate Pond Six (6) by dewatering with pumps and backfilling with all available spoil material and regrade to establish a sheet flow drainage pattern.
18. Install V-Ditch Six (6). This Rip-Rap V-Ditch will be approximately 150 feet long. V-Ditch Six (6) will "Y" to collect the red seepage area and the drainage from above and will extend through the regarded pond Six (6) area will discharge into the existing channel below Pond Six (6).
19. Eliminate Pond Eight (8) by dewatering with pumps and backfilling with all available spoil material and regrade to establish a sheet flow drainage pattern.
20. Install V-Ditch Five (5). This Rip-Rap v-ditch will run approximately One Hundred Fifty (150) feet from natural drainage entrance of Pond 8 and terminate into the existing stream channel of Harmon Branch. (See Specifications)
21. Backfill, by using all available spoil material, and eliminate approximately 200 linear feet of highwall.

### Area 4 – Refuse Area A & B

22. Cover the bare refuse areas with a minimum of one (1) foot of the best soil type material available. **NOTE: Special care shall be taken not to damage existing vegetation. NOTE: A gas line is located near the toe of the refuse and may require re-location.**
23. Regrade and revegetate water tank area.



BUYER CB-23		P16 REQ. OR PO NO. DEP14586
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

### Area 5 – Refuse Area C

24. Eliminate Pond One (1) by dewatering with pumps and backfilling with all available spoil material and regrade to establish a sheet flow drainage pattern.
25. Install Trapezoidal-Ditch One (1). This Rip-Rap Trapezoidal Ditch will run approximately two hundred and fifty-five (255) feet from the previous entrance of the Pond One (1) to its former discharge point into the existing stream channel. (See Specifications)
26. Eliminate Pond Two (2) by dewatering with pumps and backfilling with all available spoil material and regrade to establish a sheet flow drainage pattern. **NOTE: Re-location of gas line may be required.**
27. Install grouted V-Ditch Two (2). This grouted Rip-Rap V-Ditch will run approximately two hundred (200) feet from the previous entrance of the Pond Two (2) to its former discharge point into the existing stream channel. (See Specifications)
28. Cover the bare refuse areas with a minimum of one (1) foot of the best soil type material available. **NOTE: Special care shall be taken not to damage existing vegetation. NOTE: A gas line is located near the toe of the refuse and may require re-location.**

### Area 6 – Mine Entry Area

29. Eliminate Pond three (3) by dewatering with pumps and backfilling with all available spoil material and regrade to establish a sheet flow drainage pattern.
30. Install V-Ditch Three (3). This Rip-Rap v-ditch will run approximately one hundred and fifty (150) feet from the natural drainage to the sump below the pond.
31. Demolish concrete pads and structures and properly dispose of by breaking it into sections no larger than four (4) feet in any direction and burying it on site. **NOTE: Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial.**
32. Excavate all entries on highwall and install six (6) wet mine seals. (See Specifications) **NOTE: Re-location of gas line may be required.**
33. Eliminate three (3) bench clarification ponds and backfill the area to a minimum distance of four (4) feet over the coal seam. **NOTE: Cost for elimination of the clarification ponds will be included in the backfilling bid item.**

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

BUYER CB-23	REQ. OR PO NO. DEP14586
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

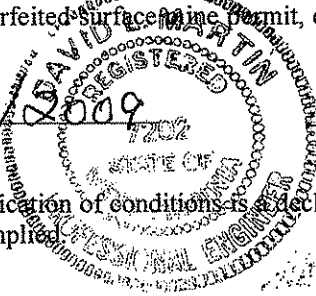
### All Areas

- 34. Regrade and revegetate approximately eighteen (18) acres of disturbance.
- 35. Install approximately forty-four hundred (4,400) linear feet of silt fencing throughout project to control sedimentation.
- 36. Install approximately 500 linear feet of haybale dikes for sediment control.

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

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

Date: 7/09/2009



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

Bomont Const. & Supplies, Inc.  
P.O. Box 10  
Prociou, WV 25164

BUYER CB-23	REQ. OR PO NO. DEP14586	P18
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

WV-36a NIA  
REV. 1/29/02 PURCHASING CONTINUATION SHEET  
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
PERMIT NAME: <u>Gary Coal Sales, Inc.</u>				
PERMIT NUMBER(S): <u>U-58-84</u>				
<b>The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.</b>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>7,734.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000.00</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>3,500.00</u>
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>10,000.00</u>
5.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>20,000.00</u>
6.0	LUMP SUM	<u>SOIL MATERIAL</u>	LUMP SUM	\$ <u>25,000.00</u>
7.0		<u>REVEGETATION</u>		
7.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>4,050.00</u>
7.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>6,300.00</u>
7.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>6,840.00</u>
7.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>850.00</u>
8.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>1,000.00</u>
9.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
<u>ELIMINATE THE FOLLOWING:</u>				
9.1	LUMP SUM	<u>POND NUMBER ONE (1)</u>	LUMP SUM	\$ <u>6,960.00</u>
9.2	LUMP SUM	<u>POND NUMBER TWO (2)</u>	LUMP SUM	\$ <u>9,280.00</u>

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Bomont Const. & Supplies, Inc.  
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 Prociuous, WV 25164

WV-36a

REV. 1/29/0:

VENDOR:

N SHEET

BUYER CB-23	REQ. OR PO NO. DEP14586
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
9.3	LUMP SUM	<u>POND NUMBER THREE (3)</u>	LUMP SUM	\$ <u>2,440.00</u>
9.4	LUMP SUM	<u>POND NUMBER FOUR (4)</u>	LUMP SUM	\$ <u>2,320.00</u>
9.5	LUMP SUM	<u>POND NUMBER SIX (6)</u>	LUMP SUM	\$ <u>7,200.00</u>
9.6	LUMP SUM	<u>POND NUMBER SEVEN (7)</u>	LUMP SUM	\$ <u>16,720.00</u>
9.7	LUMP SUM	<u>POND NUMBER EIGHT (8)</u>	LUMP SUM	\$ <u>9,320.00</u>
10.0	500 LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>2.25</u> PER LF	\$ <u>1,125.00</u>
11.0	6 EA	<u>WET MINE SEAL</u> (Non-acid producing seams)	\$ <u>6,900.00</u> PER EA	\$ <u>41,400.00</u>
12.0		<u>RIP-RAP DITCH</u>		
12.1	LUMP SUM	<u>V-DITCH NUMBER THREE (3)</u>	LUMP SUM	\$ <u>7,800.00</u>
12.2	LUMP SUM	<u>V-DITCH NUMBER FOUR (4)</u>	LUMP SUM	\$ <u>17,290.00</u>
12.3	LUMP SUM	<u>V-DITCH NUMBER FIVE (5)</u>	LUMP SUM	\$ <u>8,080.00</u>
12.4	LUMP SUM	<u>V-DITCH NUMBER SIX (6)</u>	LUMP SUM	\$ <u>5,120.00</u>
12.5	LUMP SUM	<u>TRAPEZOIDAL DITCH NUMBER ONE (1)</u>	LUMP SUM	\$ <u>19,150.00</u>
13.0		<u>GROUTED RIP-RAP</u>		
13.1	LUMP SUM	<u>GROUTED V-DITCH NUMBER TWO (2)</u>	LUMP SUM	\$ <u>20,840.00</u>
14.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>20,000.00</u>
15.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
16.0	2 EA	<u>TRANSFORMERS</u>	\$ <u>3,000.00</u> PER EA	\$ <u>6,000.00</u>
17.0	LUMP SUM	<u>ASBESTOS REMOVAL</u>	LUMP SUM	\$ <u>2,500.00</u>

Bomont Const. & Supplies, Inc.

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WV-36a

MINIA

REV. 1/29/02 PURCHASING CONTINUATION SHEET

VENDOR:

BUYER CB-23	REQ. OR PO NO. DEP14586
SPENDING UNIT	
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
18.0	<u>1</u> EA	<u>BOREHOLE</u>	<u>\$ 1,000.00</u> PER EA	<u>\$ 1,000.00</u>
19.0	<u>4,400</u> LF	<u>SILT FENCE</u>	<u>\$ 7.00</u> PER LF	<u>\$ 30,800.00</u>
		<b>TOTAL FOR PERMIT <u>U-58-84</u></b>		<u>\$ 321,619.00</u>

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

BUYER CB-23	REQ. OR PO NO. DEP14586
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

## BID ITEM TECHNICAL SPECIFICATIONS

### 1.0 MOBILIZATION/DEMobilIZATION

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

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

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

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

### 3.0 HAULROAD/ACCESS ROAD

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

### 4.0 BACKFILLING

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

### 5.0 REGRAIDING AND TOPSOILING

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



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
DEP14586

PAGE
1

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

VENDOR

\*525121401      304-548-7004  
 BOMONT CONSTRUCTION SUPPLIES I  
 PO BOX 10

PROCIOSUS WV 25164-0010

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
10/25/2009				

BID OPENING DATE: **11/12/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE GARY COAL SALES PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE REVISED SCOPE OF WORK, REVISED DRAWING, AND THE Q/A RESULTING FROM THE 10/06/09 MANDATORY PRE-BID MEETING.						
BID OPENING DATE & TIME ARE EXTENDED FROM 11/05/09 TO 11/10/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP14586 *****						TOTAL: <u>321,619.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 11-10-09
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."

---

**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



**Addendum Number One (1)**  
**Gary Coal Sales, Inc. (DEP14586)**  
**Permit Number: U-58-84**  
**Pre-Bid Conference**  
**October 6, 2009**  
**Revised October 15, 2009**

The scope of work for Gary Coal Sales, Inc. U-58-84 Now Reads – 9. Remove approximately Two Thousand (2,000) Linear Feet of dual sets of railroad tracks.

The scope of work for Gary Coal Sales, Inc. U-58-84 Shall Read – 9. The dual railroad track within the project area shall be removed by others. Upon its removal, the successful contractor shall regrade and revegetate the portion of the railroad grade within the project area.

The scope of work for Gary Coal Sales, Inc. U-58-84 Now Reads –10. Eliminate Pond Seven (7) by dewatering with pumps and backfilling with all available spoil material and regrade to sheetflow drainage pattern.

The scope of work for Gary Coal Sales, Inc. U-58-84 Shall Read –10. Eliminate Pond Seven (7) by dewatering with pumps, backfilling with all available spoil material, and constructing approximately One hundred and Eighty (180) linear feet of Ditch 7 though the Pond Seven (7) area to convey drainage to the existing concrete pipe beneath the railroad grade. Note: The cost of Ditch Seven (7) shall be incidental to and included in Bid Item 9.6 Pond Number Seven.

Scope of Work - Replaced pages 14, 15, 16, and 17. Only number 9 and 10 scope items are newly revised as of October 15, 2009.

In the attached drawings: Page number P58 shall be removed and replaced with the enclosed Page number P58, labeled "Revised 10/15/09"

## Questions and Answers

Q1. Is the Railroad responsible for removing the rails and ties?

A1. Yes.

Q2. What should we do with the brush? Wind-row it or bury it?

A2. Either method is acceptable.

Q3. Is concrete treated the same in all areas?

A3. Yes, all concrete must be broken down to a minimum of four foot by four foot sections with rebar cut flush with the concrete.

Q4. How many feet long is the beltline structure?

A4. The belt structure clean up will go from the coal stockpile area to the gas well site. Some of it goes above the gas well site but we will not do anything with it.

Q5. How wide is the ditch in this area and how thick is the stone? (Reference to Ditch 7)

A5. This is a one foot ditch with eighteen inch thick stone with two-to-one side slopes. We typically require one foot of freeboard on our ditches.



Q6. Can you burn any of the creosote ties on-site?

A6. Creosote ties have to be disposed of off-site.

Q7. What about the telephone poles, can they be buried?

A7. Telephone poles have to be disposed of off-site as well and we require documentation of disposal of materials.

Q8. Have you checked any of the contents of the tanks on-site? (Reference to Area 3)

A8. We have not determined any of the contents of the tanks, it is up to the contractor to verify that.

Q9. How much of the highwall are we responsible for? (Reference to Area 6)

A9. The highwall in this area is all pre-law and you will only be required to backfill four feet over the coal seam.

Q10. Do we have to take the concrete out around mine entrance? (Reference to Area 6)

A10. There is no concrete around mine entries. There are canopies that need to be removed and disposed of.

Q11. Are the power poles included in clean-up. (Reference to Area 6)

A11. Yes.

Q12. Where are we responsible to the line coming off the poles? (Reference to Area 6)

A12. Wherever they fall.

Q13. Where are we to backfill four feet over the coal seam? (Reference to Area 6)

A13. Just in the mine portal area.

Q14. Is the ditch from pond two rip-rap or grouted rip-rap? (Reference to Area 5)

A14. It is grouted rip-rap.



WV-36a STATE OF WEST VIRGINIA  
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BUYER CB-23		REQ. OR PO NO. DEP14586
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

**SCOPE OF WORK**  
**REVISED OCTOBER 15, 2009**

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Gary Coal Sales, Inc., Permit U-58-84, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

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

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management, as necessary, in the form as described, in the attached National Pollutant Discharge Elimination System, Water Pollution Control Permit Number WV0115924, existing sediment control ponds and in additional bid item # 10.0 & 19.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling are required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 8.0 )
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. Remove any and all debris from site which includes but not limited to railroad track(s), power poles, mine belt, tires, junked cars, junk trucks, tanks, remaining items from former water tank site, all metal and lumber debris, all transformers and casings. **NOTE: The contractor is responsible for proper handling of all items and must provide documentation of proper disposal of all items.**
7. All asbestos containing material must be removed from the permit site. All asbestos containing material will be pointed out and identified at the Pre-bid Conference. The contractor will be responsible for obtaining all permits and plans for proper cleanup and disposal of identified materials. The contractor shall provide documentation of the proper disposal of these materials

**AREA 1 – LOADOUT EAST OF TRACKS**

8. Demolish concrete wall and pedestals and properly dispose of by breaking it into sections no larger than four (4) feet in any direction and burying it on site. **NOTE: Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial.**



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STATE OF WEST VIRGINIA

REV. 1/29/02

PURCHASING CONTINUATION SHEET

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9. **The dual railroad track within the project area shall be removed by others. Upon its removal, the successful contractor shall regrade and revegetate the portion of the railroad grade within the project area.**
10. **Eliminate Pond Seven (7) by dewatering with pumps, backfilling with all available spoil material, and constructing approximately One Hundred and Eighty (180) linear feet of Ditch Seven (7) through the Pond Seven (7) area to convey drainage to the existing concrete pipe beneath the railroad grade. Note: The cost of Ditch Seven (7) shall be incidental to and included in Bid Item 9.6 Pond Number Seven.**

### Area 2 – Raw Coal Stockpile

11. Demolish concrete from bin area and pumphouse and properly dispose of by breaking it into sections no larger than four (4) feet in any direction and burying it on site. **NOTE: Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial.**
12. Seal borehole/well near pumphouse in accordance with the attached specifications.
13. Eliminate Pond Four (4) by backfilling with all available spoil material and regrade to establish a sheet flow drainage pattern.
14. Install V-Ditch Four (4). This Rip-Rap v-ditch will run approximately three hundred and fifty (350) feet from the bench of this area to the County Route culvert. (See Specifications)
15. Backfill, by using all available spoil material, and eliminate approximately 200 linear feet of highwall.

### Area 3 - Raw Coal Stockpile and Loadout

16. Demolish all concrete pads, walls, and block structures and properly dispose of by breaking it into sections no larger than four (4) feet in any direction and burying it on site. **NOTE: Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial.**
17. Eliminate Pond Six (6) by dewatering with pumps and backfilling with all available spoil material and regrade to establish a sheet flow drainage pattern.
18. Install V-Ditch Six (6). This Rip-Rap V-Ditch will be approximately 150 feet long. V-Ditch Six (6) will "Y" to collect the red seepage area and the drainage from above and will extend through the regarded pond Six (6) area will discharge into the existing channel below Pond Six (6).
19. Eliminate Pond Eight (8) by dewatering with pumps and backfilling with all available spoil material and regrade to establish a sheet flow drainage pattern.
20. Install V-Ditch Five (5). This Rip-Rap v-ditch will run approximately One Hundred Fifty (150) feet from natural drainage entrance of Pond 8 and terminate into the existing stream channel of Harmon Branch. (See Specifications)
21. Backfill, by using all available spoil material, and eliminate approximately 200 linear feet of highwall.





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BUYER CB-23	REQ. OR PO NO. DEP14586
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**Area 4 – Refuse Area A & B**

- 22. Cover the bare refuse areas with a minimum of one (1) foot of the best soil type material available. **NOTE: Special care shall be taken not to damage existing vegetation. NOTE: A gas line is located near the toe of the refuse and may require re-location.**
- 23. Regrade and revegetate water tank area.

**Area 5 – Refuse Area C**

- 24. Eliminate Pond One (1) by dewatering with pumps and backfilling with all available spoil material and regrade to establish a sheet flow drainage pattern.
- 25. Install Trapezoidal-Ditch One (1). This Rip-Rap Trapezoidal Ditch will run approximately two hundred and fifty-five (255) feet from the previous entrance of the Pond One (1) to its former discharge point into the existing stream channel. (See Specifications)
- 26. Eliminate Pond Two (2) by dewatering with pumps and backfilling with all available spoil material and regrade to establish a sheet flow drainage pattern. **NOTE: Re-location of gas line may be required.**
- 27. Install grouted V-Ditch Two (2). This grouted Rip-Rap V-Ditch will run approximately two hundred (200) feet from the previous entrance of the Pond Two (2) to its former discharge point into the existing stream channel. (See Specifications)
- 28. Cover the bare refuse areas with a minimum of one (1) foot of the best soil type material available. **NOTE: Special care shall be taken not to damage existing vegetation. NOTE: A gas line is located near the toe of the refuse and may require re-location.**

**Area 6 – Mine Entry Area**

- 29. Eliminate Pond three (3) by dewatering with pumps and backfilling with all available spoil material and regrade to establish a sheet flow drainage pattern.
- 30. Install V-Ditch Three (3). This Rip-Rap v-ditch will run approximately one hundred and fifty (150) feet from the natural drainage to the sump below the pond.
- 31. Demolish concrete pads and structures and properly dispose of by breaking it into sections no larger than four (4) feet in any direction and burying it on site. **NOTE: Any rebar or reinforcing steel shall be removed to be flush with the surface of the concrete prior to burial.**
- 32. Excavate all entries on highwall and install six (6) wet mine seals. (See Specifications) **NOTE: Re-location of gas line may be required.**
- 33. Eliminate three (3) bench clarification ponds and backfill the area to a minimum distance of four (4) feet over the coal seam. **NOTE: Cost for elimination of the clarification ponds will be included in the backfilling bid item.**



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

BUYER CB-23	REQ. OR PO NO. DEP14586
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	

### All Areas

34. Regrade and revegetate approximately eighteen (18) acres of disturbance.
35. Install approximately forty-four hundred (4,400) linear feet of silt fencing throughout project to control sedimentation.
36. Install approximately 500 linear feet of haybale dikes for sediment control.

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

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

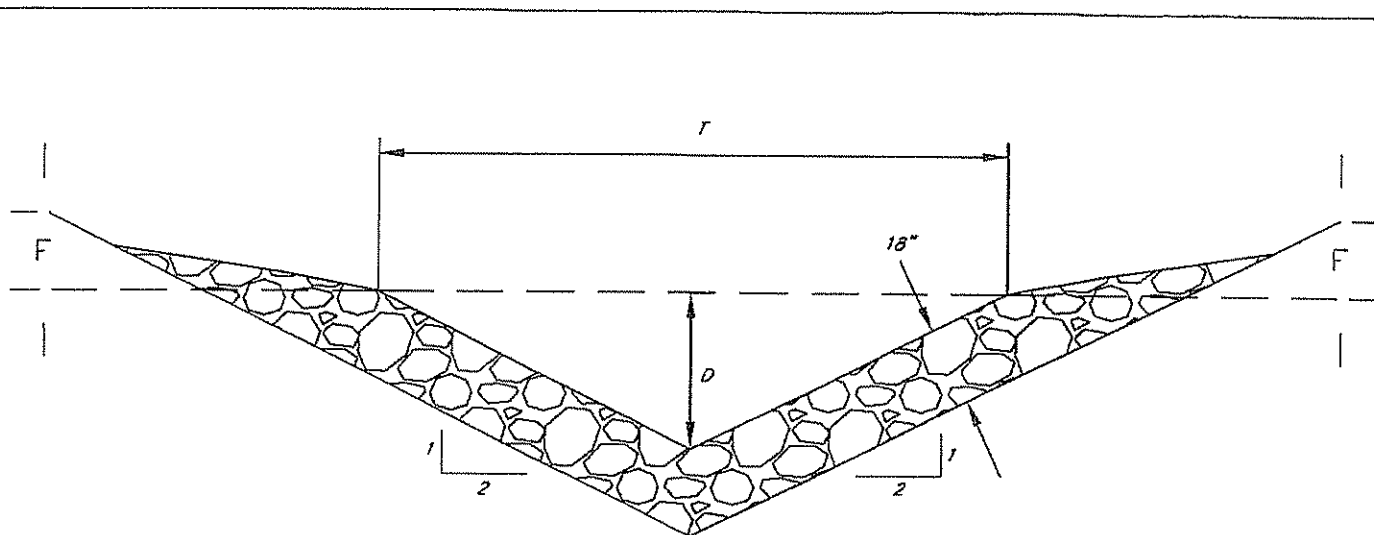
Date: OCTOBER 15, 2009

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



BUYER CB-23	REQ. or P.O. No. DEP14586
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION SPECIAL RECLAMATION	

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



Ditch Number	Ditch Depth (Ft.)	Top Width (Ft.)	Length (Ft.)	Freeboard Depth (Ft.)	Lining
	D	T		F	
2	2	8	200	1	Grouted Limestone Rip-Rap
3	3	12	150	1	Limestone Rip-Rap
4	3	12	350	1	Limestone Rip-Rap
5	3	12	150	1	Limestone Rip-Rap
6	1	4	150	1	Limestone Rip-Rap
7	1	4	180	1	Limestone Rip-Rap

REVISED 10/15/09

SPECIAL RECLAMATION	
RIP-RAP V-DITCH TYPICAL	
SCALE: Not To Scale	DRAWN BY:
DATE:	PROJECT NO.:



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 14586  
 Project: GARY COAL SALES

Bid Date: NOVEMBER 05, 2009  
 Pre-Bid Date: OCTOBER 06, 2009

Name : Kevin Bradford  
 Company: Pineville Paving & Excavating, Inc.  
 Address: P.O. Box 1290  
Pineville WV 24874

Phone #: 304-732-8303  
 Fax #: 304-732-7855  
 Email : KDBPPI@AOL.COM

Name : Robert Barnes  
 Company: Barnes Exc. Inc.  
 Address: P.O. Box 13384  
Sissonville W.V. 25360

Phone #: 304-984-1725  
 Fax #: 304-984-0074  
 Email : Barnes Exc. @ AOL.COM

Name : David H. Bowman  
 Company: Green Mountain Co  
 Address: 511 50th Street  
Chas WV  
25304

Phone #: 304 925 0253  
 Fax #: 1 925 9230  
 Email : Jody Mayer AOL.COM

Name : Wes Addair  
 Company: A-A ENERGY INC  
 Address: 151 STEWART  
ST WELCH WVA  
24801

Phone #: 304-320-3961  
 Fax #: 304 436 5111  
 Email : Wesaddair@Hotmail.com

Name : Barrie F. Foster  
 Company: EAGLE CONTRACTORS  
 Address: P.O. Box 339  
WINFIELD WV 26213

Phone#: 304-552-7781  
 Fax #: 304-755-3150  
 Email :

Name : Bob Quesenberry  
 Company: B & B Transit  
 Address: 316 New River Dr.  
Beckley WV 25880

Phone#: 304-673-9388  
 Fax #: 304-253-4533  
 Email : Bob.Quesenberry@E-Mail.com

Name : Randall Mapes  
 Company: S&E Clearing  
 Address: PO Box 277  
Kanawha WVA 25696

Phone#: 1-606-237-1200  
 Fax #: 1-606-237-1202  
 Email :

Name : Thomas D Little Jr  
 Company: Little Enterprises  
 Address: PO Box 25  
Thorpe W.V. 24888

Phone#: 1-304-448-2626  
 Fax #: 1-304 436-3929  
 Email :





MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 14586  
Project: GARY COAL SALES

Bid Date: NOVEMBER 05 2009  
Pre-Bid Date: OCTOBER 06, 2009

Name : Ashley Allkins  
Company: Aspen Corporation  
Address: 2400 River Drive  
Daniels WV 25832

Phone # : 304-763-4573  
Fax # : 304-763-4591  
Email : jadkins@aspen-gdf.com

Name : ALLEN Murdock  
Company: Bermont Coal Supply  
Address: Po Box 10 Provice  
WV 20603

Phone # : 304 548-7004  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Steve Morgan  
Company: Iron Tiger Enterprises  
Address: 607 Lower Sandlick Rd  
Beckley WV 25801

Phone # : 304-934-5494 575-3523  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Ann Wardwell  
Company: EASTERN ARROW  
Address: PO BOX 4108  
CHARLES TON, WV  
25364

Phone # : 304 414-0255  
Fax # : 0256  
Email : easternarrow@hotmail.com

Name : Randy Carpenter  
Company: Carpenter Reclamation  
Address: PO Bx 13015  
Sissonville, WV 25360

Phone# : 304-984-1115  
Fax # : 304-984-2770  
Email : Rcarpen103@aol.com

Name : Ronnie D. Morin  
Company: Ronnie Morin's Excavation  
Address: Po Box 138 Eccles W.V.

Phone# : 304 934 5526  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : GARY MANHART  
Company: SIMON & ASSOCIATES, INC.  
Address: 3200 COMMERCE ST  
BLACKSBURG, VA 24060

Phone# : 540-951-4234  
Fax # : 540-951-4219  
Email : manhartg1@simon&assoc.com

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone# : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_





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  
 DEP14586

PAGE  
 1

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

\*525121401 304-548-7004  
 BOMONT CONSTRUCTION SUPPLIES I  
 PO BOX 10

PROCIOSUS WV 25164-0010

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
11/09/2009				

BID OPENING DATE: 11/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 ***** ADDENDUM ISSUED TO CLARIFY BID DATE DUE TO A MISPRINT IN ADDENDUM NO. 1.  BID OPENING DATE AND TIME SHALL BE: 11/12/09 @ 1:30 PM  ***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP14586 ***** TOTAL:						\$ 321,619.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 11-10-09
TITLE President	FAX 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."

---

**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

# 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

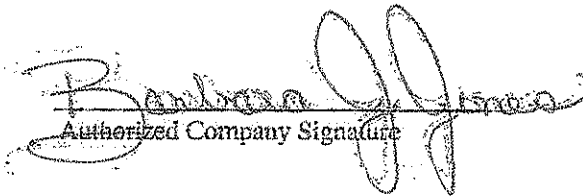
Date Issued

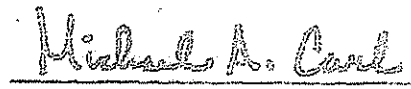
Expiration Date

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.





# 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

INSURERS AFFORDING COVERAGE

NAIC #

INSURED  
 Bomont Construction & Supplies Inc.  
 465 Valley View Drive

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	GENERAL LIABILITY	SPP226075205	5/19/2009	5/19/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	BAP212766905	5/19/2009	5/19/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY	SPP226075205	5/19/2009	5/19/2010	EACH OCCURRENCE \$
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
					\$
	DEDUCTIBLE \$				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SPP226075205	5/19/2009	5/19/2010	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				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 Environmental Protection  
 Office of Special Reclamation  
 601 57th Street, SE  
 Charleston, WV 25304

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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*





## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/22/2009

PRODUCER (304) 720-2000 FAX: (304) 720-2002  
 Mountain State Insurance Agency  
 1206 Kanawha Blvd. E.  
 Charleston WV 25301

INSURED  
 Bomont Construction & Supplies Inc.  
 P.O. Box 10  
 Procious WV 25164

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: BrickStreet Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	WC1001746106	10/26/2009	10/26/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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 Annette Dearth/ANNE <i>Annette M. Dearth</i>



CRUISE: AMIELLE H. DUBOIS

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**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 Percent of amount bid (\$ 5% of amount bid ) 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 DEP14586, Gary Coal Sales, Inc. in McDowell County 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 5th day of November, 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)

Sheila McCormick  
Sheila McCormick 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.





# 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

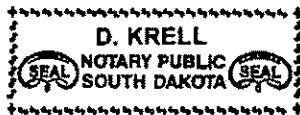
Paul T. Bruffat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 25th day of April, 2008, before me personally came Paul T. Bruffat, 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, 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 5th day of November 2009.



WESTERN SURETY COMPANY

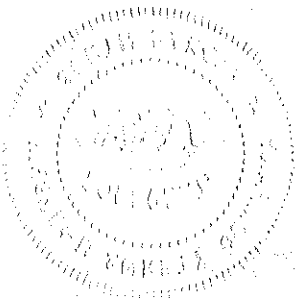
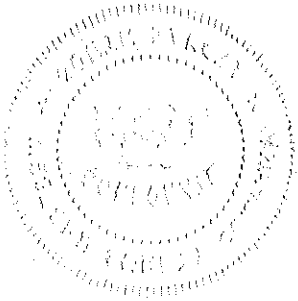
L. Nelson, Assistant Secretary

**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.





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

STATE OF West Virginia

COUNTY OF Clay, TO-WIT:

I, Barbara J. Jones, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Bomont Construction & Supplies, Inc. and,  
(Company Name)
- 2. I do hereby attest that Bomont Construction & Supplies, INC.,  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

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

Bomont Construction & Supplies, Inc.  
(Company Name)

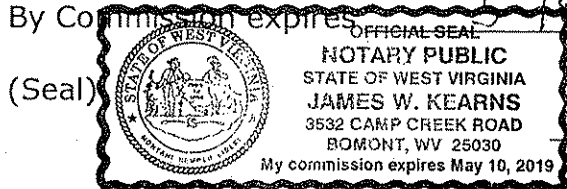
By: Barbara J. Jones

Title: President

Date: 11-10-09

Taken, subscribed and sworn to before me this 10 day of Nov.

By Commission expires 5-10-2019



James W. Kearns  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

The following table shows the results of the experiment. The first column is the number of trials, the second column is the number of correct responses, and the third column is the percentage of correct responses. The data shows that the number of correct responses increases as the number of trials increases, and the percentage of correct responses remains relatively constant around 75%.

Number of Trials	Number of Correct Responses	Percentage of Correct Responses
10	7	70%
20	15	75%
30	22	73%
40	30	75%
50	38	76%
60	45	75%
70	52	74%
80	60	75%
90	68	76%
100	75	75%

STATE OF WEST VIRGINIA  
Purchasing Division

**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: 11-10-09

