



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
 DEP15508

PAGE
 1

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

VENDOR

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

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEMNUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		1,038,250.00
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR A CONTRACT TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND OTHER NECESSARY SERVICES SO AS TO RECLAIM, IN AN EXPEDITIOUS MANNER, SURFACE MINE SITES ABANDONED BY THE OPERATOR, AT LOCATIONS AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, TERMS, AND CONDITIONS.</p> <p>SCOPE OF WORK WILL INCLUDE, BUT WILL NOT BE LIMITED TO: BACKFILLING, DRAINAGE CONTROL, MINE SEALING, AND REVEGETATION OF PREVIOUSLY RECLAIMED SITES REQUIRING MAINTENANCE IN THE SOUTHWESTERN COUNTIES OF WEST VIRGINIA.</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 REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

RECEIVED

2011 SEP 15 PM 12:29

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara Jones</i>	TELEPHONE 304 548-7004	DATE 9-14-11
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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1.) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>REV. 3/88</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 9-14-11
TITLE President	FAX 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR SPECIFIED COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$500,000.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Arbana Jones</i>	TELEPHONE 304 548-7004	DATE 9-14-11
TITLE President	FERN 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: CB-23 RFQ. NO.: DEP15508 BID OPENING DATE: 09/15/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304 548-7133 CONTACT PERSON (PLEASE PRINT CLEARLY): Barbara J. Jones ***** THIS IS THE END OF RFQ DEP15508 ***** TOTAL: 4,038,250.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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BUYER CB-23	REQ. OR PO NO DEP 15508	9
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	200 HRS	Crawler Dozer-Caterpillar D-8N or equiv. with 285 minimum flywheel horsepower, equipped with a U-Type Dozer Blade	\$ 75.00 PER HR	\$15,000.00
2.0	200 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ 130.00 PER HR	\$26,000.00
3.0	200 HRS	Crawler Dozer-John Deere 450D or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ 115.00 PER HR	\$23,000.00
4.0	100 HRS	Crawler Loader - Caterpillar 931C or equiv. - 67HP w/std 1.05 yd bucket	\$ 110.00 PER HR	\$11,000.00
5.0	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	\$ 100.00 PER HR	\$10,000.00
6.0	200 HRS	Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket	\$ 160.00 PER HR	\$32,000.00
7.0	200 HRS	Hydraulic Excavator - Backhoe - Long Reach, John Deere 790 BLC or equiv. with 155 minimum flywheel horsepower, maximum reach at ground level 59 feet, equipped with standard bucket.	\$ 185.00 PER HR	\$37,000.00
8.0	100 HRS	Wheel loader-Caterpillar 988B or equiv. with 375 minimum flywheel horsepower, 7 cubic yard minimum bucket	\$ 50.00 PER HR	\$5,000.00
9.0	200 HRS	Truck, Off-Highway, Caterpillar 769 or equiv. 400 H.P. with minimum 35 ton capacity	\$ 50.00 PER HR	\$10,000.00
10.0	100 HRS	Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$ 140.00 PER HR	\$14,000.00
11.0	200 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$ 100.00 PER HR	\$20,000.00
12.0	100 HRS	Mini excavator - John Deere 35D or equivalent. Rubber tracked, minimum 25 horsepower with a standard 24 inch wide / 4.0 cubic foot capacity bucket and six foot wide blade.	\$ 100.00 PER HR	\$10,000.00
13.0	100 HRS	Tractor with low boy, licensed for 110,000 pounds. This item is intended for mobilization and demobilization of equipment. To include all permits and fees necessary for legal transportation of equipment. All other costs, including break-down and put-together costs of equipment, will be incidental to the other items - per hour. Hourly Rate will be paid one (1) time in and one (1) time out while the truck is loaded for each machine used on project. (Max. Bid \$200/hour)	\$ 150.00 PER HR	\$15,000.00
14.0	100 ACRES	*Seed mixture to be applied after seed bed preparation: <u>Vegetative Species</u> <u>Rate/Acre</u> Birdsfoot Trefoil ² @ 15 lbs/acre Redtop ⁴ @ 3 lbs/acre Ky 31 Fescue ⁵ @ 15 lbs/acre Wheat or Rye ⁴ @ 50lbs/acre Orchard Grass @ 15 lbs/acre Weeping Lovegrass ³ @ 2 lbs/acre Red Clover @ 10 lbs/acre Foxtail Millet ³ @ 12 lbs/acre	\$ 500.00 PER ACRE	\$50,000.00

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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15.0	100 ACRES	*Seed mixture for Vegetation Enhancement <u>Vegetative Species¹</u> <u>Rate/Acre</u> Birdsfoot Trefoil ² @5 lbs/acre Ky 31 Fescue ³ @5 lbs/acre Red Clover @5 lbs/acre	\$ <u>50.00</u> PER ACRE	\$ <u>5,000.00</u>
16.0	100 ACRES	*Additional seed mixture for woodland post-mining land use projects. <u>Vegetative Species¹</u> <u>Rate/Acre</u> Black Locust ² @3 lbs/acre (REFERENCE FOR ITEM NUMBERS. 14.0, 15.0, & 16.0) 1. Seeding rate suggested is for pure live seed (pls) in pounds per acre. 2. Herbaceous legumes must be treated with the appropriate bacterium before seeding. 3. Spring mix 4. Fall mix 5. Certified endophyte free variety * Quality and quantity inspection required prior to installation.	\$ <u>10.00</u> PER ACRE	\$ <u>1,000.00</u>
17.0	500 TONS	Agriculture Lime - 85% CaCO ₃ /Acre	\$ <u>75.00</u> PER TON	\$ <u>37,500.00</u>
18.0	200 TONS	Fertilizer, 10-20-10	\$ <u>650.00</u> PER TON	\$ <u>130,000.00</u>
19.0	200 TONS	Fertilizer, 18-46-0	\$ <u>550.00</u> PER TON	\$ <u>110,000.00</u>
20.0	200 TONS	Mulch, Wood Fiber	\$ <u>400.00</u> PER TON	\$ <u>80,000.00</u>
21.0	200 TONS	Mulch, hay or straw	\$ <u>350.00</u> PER TON	\$ <u>70,000.00</u>
22.0	200 TONS	Stone, 2" limestone, delivered to site	\$ <u>40.00</u> PER TON	\$ <u>8,000.00</u>
23.0	200 TONS	Stone, No. 57 limestone, delivered to site	\$ <u>40.00</u> PER TON	\$ <u>8,000.00</u>
24.0	200 TONS	Stone, shot limestone, delivered to site	\$ <u>50.00</u> PER TON	\$ <u>10,000.00</u>
25.0	200 TONS	Crusher Run limestone, delivered to site	\$ <u>40.00</u> PER TON	\$ <u>8,000.00</u>
26.0	200 TONS	4" x 8" Limestone, delivered to site	\$ <u>40.00</u> PER TON	\$ <u>8,000.00</u>
27.0	200 TONS	6" x 12" riprap limestone, delivered to site	\$ <u>50.00</u> PER TON	\$ <u>10,000.00</u>
28.0	200 TONS	4" x 8" sandstone, delivered to site	\$ <u>36.00</u> PER TON	\$ <u>7,200.00</u>
29.0	200 TONS	6" x 12" riprap sandstone, delivered to site	\$ <u>36.00</u> PER TON	\$ <u>7,200.00</u>
30.0	200 TONS	Stone, 2" sandstone, delivered to site	\$ <u>36.00</u> PER TON	\$ <u>7,200.00</u>
31.0	200 TONS	Stone, Shot sandstone, delivered to site	\$ <u>40.00</u> PER TON	\$ <u>8,000.00</u>

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WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
32.0	100 LF	Pipe, 12" schedule 40 P.V.C.	\$20.00 PER LF	\$2,000.00
33.0	10 EA	Pipe, 12" 45° Schedule 40	\$50.00 EACH	\$500.00
34.0	10 EA	Pipe, 12" 90° Schedule 40	\$300.00 EACH	\$3,000.00
35.0	10 EA	Pipe, 12" Cap Schedule 40	\$20.00 EACH	\$200.00
36.0	10 EA	Pipe, Tee, 12" Schedule 40 P.V.C.	\$300.00 EACH	\$3,000.00
37.0	100 LF	Pipe, 6" Solid Schedule 40 Pipe	\$2.00 PER LF	\$200.00
38.0	100 LF	Pipe, 6" Perforated Schedule 40 Pipe	\$2.00 PER LF	\$200.00
39.0	100 LBS	Bentonite -- Sealer	\$1.50 PER LB	\$150.00
40.0	10 EA	Pipe, 6" "T" Schedule 40	\$2.00 EACH	\$20.00
41.0	10 EA	Pipe, 6" Screw on Cap Schedule 40	\$2.00 EACH	\$20.00
42.0	10 EA	Pipe, 6" solid end cap Schedule 40	\$2.00 EACH	\$20.00
43.0	10 EA	Pipe, 6" 45° Schedule 40	\$2.00 EACH	\$20.00
44.0	10 EA	Pipe, 6" Connector Schedule 40	\$2.00 EACH	\$20.00
45.0	10 EA	Pipe, 6" 90° Schedule 40	\$2.00 EACH	\$20.00
46.0	10 EA	Pipe, 6" 22-1/2° Schedule 40	\$2.00 EACH	\$20.00
47.0	100 LF	Pipe, 6" solid flexible pipe	\$2.00 PER LF	\$200.00
48.0	100 LF	Pipe, 12" solid flexible pipe	\$12.00 PER LF	\$1,200.00
49.0	100 LF	12 inch HI-Q corrugated culvert - 20 foot section	\$12.00 PER LF	\$1,200.00
50.0	100 LF	18 inch HI-Q corrugated culvert - 20 foot section	\$15.00 PER LF	\$1,500.00
51.0	100 LF	24 inch HI-Q corrugated culvert - 20 foot section	\$20.00 PER LF	\$2,000.00
52.0	100 HRS	Water Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$150.00 PER HR	\$15,000.00
53.0	100 HRS	Trash Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$150.00 PER HR	\$15,000.00
54.0	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	\$200.00 PER HR	\$20,000.00

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
55.0	100 HRS	Water Pump 4" Dia. gas a/o DSL powered	\$ 55.00 PER HR	\$5,500.00
56.0	100 HRS	Water Pump 3" Dia. gas a/o DSL powered	\$ 50.00 PER HR	\$5,000.00
57.0	100 HRS	Water Pump 2" Dia. gas a/o DSL powered	\$ 50.00 PER HR	\$5,000.00
58.0	100 HRS	Trash pump 6" diam or larger gas a/o DSL powered with trailer mounting. Pump must be capable of passing a maximum 3" solid (such as gravel) and organic debris (such as dried leaves and loose vegetation). Pump should be capable of at least 30' vertical suction from work site and provide for a minimum of 100' vertical discharge.	\$ 250.00 PER HR	\$25,000.00
59.0	100 SQ YDS	Engineering Fabric for subsurface drainage – in accordance with Section 715.11.4 "Engineering Fabric" of the West Virginia Division of Highways, Standard Specifications Roads and Bridges	\$ 1.60 PER SQ YD	\$1,600.00
60.0	100 SQ YDS	Smooth HPDE Geomembrane – poly-flex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant	\$ 55.00 PER SQ YD	\$5,500.00
61.0		Utility Relocation - At cost - No Bid Item	NO BID ITEM	NO BID ITEM
62.0	100 HRS	Laborer - To include basic hand tools i.e. shovel, chainsaw, drill, etc., and pump operator as needed with prior approval	\$ 75.00 PER HR	\$7,500.00
63.0	10 EA	Wooden Weir – Installed per each (8' x 2' treated 2" lumber with 4" x 4" treated supports)	\$ 550.00 EACH	\$5,500.00
64.0	10 EA	Wooden Fence – Installed per each (8' x 4' treated 2" lumber with 4" x 4" treated supports)	\$ 600.00 EACH	\$6,000.00
65.0	100 HRS	Truck with snow blade; minimum ¾ ton pickup with 8-foot wide snow blade	\$ 95.00 PER HR	\$9,500.00
66.0	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	\$ 10.00 PER LF	\$1,000.00
67.0	100 LF	HAYBALES (not to exceed a max \$5.0 per lf) Haybales will be provided on-site, installed and staked per standard OSR technical specifications.	\$ 3.00 PER LF	\$3,000.00
68.0	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	\$ 165.00 PER CY	\$16,500.00
69.0	100 CY	Concrete – Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$ 165.00 PER CY	\$16,500.00
70.0	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ 50.00 PER TON	\$5,000.00

Bomont Const. & Supplies, Inc.

P.O. Box 10

Procious, WV 25164

BUYER CB-23	REQ. OR PO NO. 13 DEP 15508
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
71.0	500 SQ YD	Floating baffle curtain – 18 oz rubberized coated-material with UV rating 20 x 20 nylon per square inch for strength, no sewing- all seams heat sealed. Two (2) minimum 6" x 48" RPS foam float blocks installed per 20 LF (or less) of curtain. Float blocks will be installed in top of curtains and spaced with grommets in between each block. ¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from the edge of water. 5/16 inch stainless chain, heat sealed into bottom of curtain and extended out to each end to point of anchorage. Price will include all labor and materials for installation in pond as required.	\$ 30.00 PER SQ YD	\$ 15,000.00
72.0	2,000 LF	Wire mesh fencing – zinc coated (galvanized) iron or steel farm-field (woven wire) fencing. Fencing shall meet the requirements of ASTM A 116, Desing No. 1047-6-9, Zinc Coating Class 1. Where fencing is joined onto existing fence, Type FE-4-5 Oval Sleeve Wire Splices or equivalent splices will be used. Where fencing is attached to posts, 1 ½ inch galvanized fence staples will be used. Price will include all labor and materials for installation on site, as required.	\$ 16.00 PER LF	\$ 32,000.00
73.0	2,000 LF	Fence posts / Bracing posts – all posts will be extreme/severe (minimum AWP A Use Category UC4B or CCA rating of .40 weather treated wood. Square posts will be a minimum of 4 inch x 4 inch. Round posts may be used provided that a minimum of 6 inch diameter is used. Where installed in the ground, posts will be installed a minimum depth of 3 feet with all fill compacted and extended above ground as directed. Price will include all labor and materials for installation on site, as required.	\$ 5.00 PER LF	\$ 10,000.00
74.0	4 EA	Welded steel pipe gate. Gate will be constructed as per the attached specifications. Price will include all materials and labor for installation on-site in variable field conditions.	\$ 1500.00 PER EA	\$ 6,000.00
TOTAL				\$ 4,038,250.00

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

- NOTE:
1. All items must be bid and bid in unit measure specified in the quantity column.
 2. All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
 3. 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.
 4. All equipment used must be in good operable condition and be readily available.
 5. All materials must have approval from a DEP representative.

BUYER CB-23		REQ. OR PO NO. DEP 15508	14
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION			

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

6. Labor for operating equipment and installing materials shall be incidental to each item.
7. All pipe and fittings are delivered price.
8. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item per work directive.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
3/8/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER FICON-BUSH INS AGENCY INC 701 Virginia St West Charleston, WV 25302		CONTACT NAME: PHONE (A/C No. Ext): (304) 345-0760 FAX (A/C No.): (304) 345-0762 E-MAIL ADDRESS: robinswift@ficonbush.com	
INSURED Belmont Construction & Supplies, Inc. PO Box 10 Provious, WV 25164 (304) 548-7004		INSURER(S) AFFORDING COVERAGE INSURER A: Ullico Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NO. LTR	TYPE OF INSURANCE	ADDD INSR	DUOR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	CPU0002727 00	12/19/10	12/19/11	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	Y	Y	CPU0002727 00	12/19/10	12./19/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000	Y	Y	UMU 0002728 00	12/19/10	12/19/11	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCS-113675-00	12/19/10	12/19/11	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER WEST VIRGINIA DEPT OF ADMINISTRATION ATTN: PURCHASING DIVISION 2019 WASHINGTON STREET, EAST PO BOX 50130 CHARLESTON, WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF W.V.

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

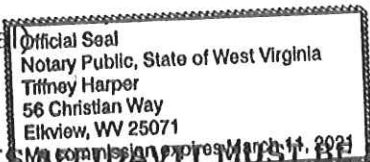
Title: President

Date: 9-14-11

Taken, subscribed and sworn to before me this 14th day of September

By Commission expires March 11th, 2021

(Seal)



Tiffany Harper
(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.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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.

WITNESS THE FOLLOWING SIGNATURE

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

Authorized Signature: Barbara J. Jones Date: 9-14-11

State of WV

County of Clay, to-wit:

Taken, subscribed, and sworn to before me this 14th day of September 20 11

My Commission expires March 11th, 20 21

AFFIX SEAL HERE

NOTARY PUBLIC Tiff Harper

