



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
 DEP13007

PAGE
 1

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

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

VENDOR

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
11/13/2007				
BID OPENING DATE: 11/28/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE RECLAMATION OF THE COAL X, INC. PROJECT TO DELAY THE BID DATE PENDING THE RECEIPT OF THE PRE-BID INFORMATION FROM DEP.						
ADDENDUM NO. 2 WILL BE ISSUED SHORTLY.						
BID DATE AND OPENING TIME ARE DELAYED FROM 11/14/07 TO 11/28/07 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		598,914.00
RECLAMATION: RESTORATION OF LAND						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 11-14-07
TITLE President	FEIN 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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



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 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/14/2007				

BID OPENING DATE: **11/28/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO. 2 ***** ADDENDUM ISSUED TO THE COAL X, INC. RECLAMATION PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 10/17/07 PRE-BID MEETING. PLEASE SEE THE ATTACHED FOUR(4) PAGES. BID DATE AND OPENING TIME REMAIN 11/28/07 AT 1:30 PM. ***** NO OTHER CHANGES *****		
0001		JB		962-73		598,914.00
	I			RECLAMATION: RESTORATION OF LAND		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Barbara Jones* TELEPHONE: **304 548-7004** DATE: **11-14-07**
 TITLE: *President* FEIN: **55-0773825** ADDRESS CHANGES TO BE NOTED ABOVE

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

**Pre-Bid Conference
SIGN IN SHEET**

003

Call X 40-376 (Please print legibly)

Request for Proposal No: D-F 13007

Date: 10/17/07

Representative & Firm
Name

Mailing Address

Telephone & Fax Number
Email Address

EX: <u>Chuck Bowman</u>	<u>PO Box 50130</u>	T: <u>304-558-2157</u>
<u>Chuck Bowman</u>	<u>2019 Washington Street, East</u>	F: <u>304-558-4115</u>
<u>WV State Purchasing Division</u>	<u>Charleston, WV 25305</u>	Email: <u>cbowman@wvadmin.gov</u>

<u>LANCE E. SCHULTZ</u>	<u>900 PINEGROVE RD.</u>	T: <u>304-751-0576</u>
<u>HYDROTECH RECLAMATION</u>	<u>SUMNER CO, WV 25567</u>	F: <u>304-204-0083</u>
<u>BEB TRANSIT</u>		Email: <u>Schultzlance@aol.com</u>
<u>THOMPSON PUM</u>		

<u>JBZ THARR</u>	<u>PO BOX 1779</u>	T: <u>606 874-9892</u>
<u>MTN. ENTERPRISES</u>	<u>PRESTONSBURG, KY</u>	F: <u>" 874-8045</u>
		Email: <u>JBTHARR@MOUNTAIN</u>
		<u>COMPANIES.COM</u>

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		Email:

9.		T:
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		Email:

*All Absent
*Supplier**

Please PRINT legibly. All information is essential to contact attendees in a timely manner. If possible, please provide a company business card.

Addendum to DEP 13007 Coal X Pre-bid Conference Questions & Answers

004

The following questions were asked during the Pre-bid conference held on October 17, 2007, @ 10:00 am. The responses to these questions are also provided.

- 1) Q. Are 'as built' required when construction is complete?
A. Yes, as per the technical specifications under "Construction Stakeout.
- 2) Q. Do you have any wingwalls on this job?
A. Yes, as per the typical drawings provided in the bid package.
- 3) Q. Do we build wingwalls to pipe size?
A. Wingwalls are to be built according to the typical drawings provided in the bid package.
- 4) Q. Where does the berm go? Does it go on the outside? (As it pertains to the Site 1 Hatfield / McCoy trail regrade.)
A. Yes, as it is shown on the typical drawing in the bid package.
- 5) Q. Do you anticipate having to hammer rock to obtain grade? (As it pertains to Site 1 Hatfield / McCoy trail regrade.)
A. No, the trail surface is to be regraded with existing material to drain water away from the mine site. Filter fabric and stone will be placed on trail surface according to detail shown in bid package.
- 6) Q. Do we have to add stone to road? (Pertaining to the main access road that runs by sites 1 & 2.)
A. No, the old permit road has a rock base and only needs to be maintained so that equipment and supplies can get into work areas.
- 7) Q. What is the estimate for this job?
A. Just under \$590,000.
- 8) Q. Do we place the (drop inlet) box in front of mine seal? (Pertaining to site 1 at the mine seal.)
A. Yes, and extend the mine seal pipe directly into the box as it is shown in typical drawing.
- 9) Q. Does the road (access road to mine seal) get stone?
A. Yes, as listed in the scope of work and shown in typical drawings.
- 10) Q. Is the stone for the road (access road to mine seal) a bid item?
A. Yes, it is included in bid item for access road.
- 11) Q. Does line (6" HDPE DR17 pipe) go across the hollow? (Pertaining to Site 1 where the mine water conveyance pipe will be placed at intersection with trapezoidal channel #1.)
A. Yes, the line will be laid under the grouted riprap trapezoidal channel and across the hollow prior to turning down the hollow as it is shown on the drawings included in your bid package.

- 12) Q. Is there a 90° connection in the pipe (6" HDPE DR 17) or does it sweep around the curve? (Pertaining to the same location as in question 11.)
A. We prefer that the pipe sweep around the curve as shown in the typical drawing enclosed in your bid package.

- 13) Q. Are we standing at the head of Pond 4? (Site2 treatment site)
A. Yes, as shown on the typical drawings provided.

- 14) Q. About clearing this site (Site 2 treatment site), what do we do with trees and stumps? Do we wind row or burn them?
A. As of the last meeting with the property owner, he did not want the timber, but in case he changes his mind, we will wind row the trees where there would be easy access in case he wants to sell the trees. The stumps will be disposed of properly.

- 15) Q. Do you anticipate filling area of pond(s)? (Site 2 treatment site)
A. Yes, raw water pond area will require some fill and excavation of other ponds should provide fill material as well as other possible borrow area adjacent to site. Construction stakeout is critical on this area to assure proper flow through treatment system.

- 16) Q. Do you have elevations for starting and ending points? (Site 2 treatment site)
A. Yes, we ran elevations for our design to confirm that we could make the system work, but these elevations are in our field notes only and started from an assumed elevation. You will be required to complete the construction stakeout prior to and during construction to ensure proper system functioning. That is why we require construction stakeout and why we feel that it is important.

- 17) Q. Did you core drill for depth of rock? (Site 2 treatment site)
A. No, we did not have that capability.

- 18) Q. Can we "shoot" on this site if we need to? (Site 2 treatment site)
A. Yes, if needed.

- 19) Q. The (4100 linear feet of 6" HDPE DR17) pipe gets buried or laid on top of the ground?
A. It gets buried to 24" as shown in the typical drawings.

- 20) Q. Do you have a size on the pond? (Site 3 wetlands area)
A. No, the wetland will be constructed to the size of the pre-existing wetland area as you see here on the ground.

STATE OF WEST VIRGINIA
Purchasing Division

123

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

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

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

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

Authorized Signature: Barbara J. Jones Date: 11-14-07

Bond Number: 7225

Agency DEP 13007
REQ.P.Of# _____

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for DEP13007 Reclamation; restoration of land Logan, WV
West Virginia Department of Administration; Purchasing Division

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 14th day of November, 20 07.

Principal Corporate Seal

Bomont Construction & Supplies, Inc.
(Name of Principal)
By: Barbara J. Jones
(Must be President or Vice President)
President
(Title)

Surety Corporate Seal

Companion Property and Casualty Insurance Company
(Name of Surety)

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

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

****Five percent of the attached bid amount-Penal sum not to exceed THIRTY TWO THOUSAND FIVE HUNDRED DOLLARS (5% of the attached bid amount-Penal sum not to exceed (\$32,500.00)**

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

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

GENERAL POWER OF ATTORNEY

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

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

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

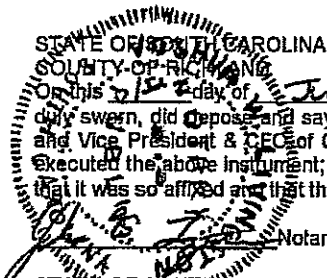
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney certificate bearing such facsimile signatures or facsimile seal shall be valid and binding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

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 1st day of June 2007.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

By: 
Charles M. Potok, President


Curtis C. Stewart, Vice President & CFO



On this 12 day of June, 2007, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and Vice President & CFO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that they signed their names thereto pursuant to due authorization.

Notary Public, State of SC, Qualified in Richland County Commission Expires: 7/12/14

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

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

Signed and sealed at the City of Columbia, Dated the 14th day of November, 2007


Curtis C. Stewart, Vice President & CFO



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

INFORMATION PAGE WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: WC10017461-03
POLICY NUMBER: WC10017461-04

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

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

Insured is a(n) CORPORATION

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

2. The policy period is from 10/26/2007 to 10/26/2008 12:01 A.M. at the insured's mailing address.

3. **A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

WEST VIRGINIA

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

BODILY INJURY BY ACCIDENT :	\$100,000	EACH ACCIDENT
BODILY INJURY BY DISEASE :	\$500,000	POLICY LIMIT
BODILY INJURY BY DISEASE :	\$100,000	EACH EMPLOYEE

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

See West Virginia Limited Other States Insurance Endorsement WC 99 03 05

D. This policy includes these endorsements and schedules:

SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

DATE OF ISSUE: 10/29/2007
ISSUING OFFICE: Charleston, WV
PRODUCER: MOUNTAIN STATE INSURANCE AGENCY INC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Charleston WV 25304

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Bomont Construction & Supplies Inc.
5 Valley View Drive

INSURER A: State Auto Insurance

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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SPP226075203	5/19/2007	5/19/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	HAP212766903	5/19/2007	5/19/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	SPP226075203	5/19/2007	5/19/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SPP226075203	5/19/2007	5/19/2008	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Beverly Holstine/BEV

Beverly O. 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

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.



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 Department of Administration
 Purchasing Division
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Request for Quotation

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304-558-2157

VENDOR

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PO BOX 9046

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DEPT. OF
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601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/27/2007				

BID OPENING DATE: **11/14/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		598,914.00
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS TO AWARD A CONTRACT TO PERFORM WATER RECLAMATION ON THE MINING OPERATION OF COAL X INC., NOW UNDER REVOKED PERMIT NUMBER(S) UO-396, PER THE FOLLOWING DRAWINGS, SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE BID SCHEDULE AS ATTACHED.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 10/17/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO THE PRE-BID: WHILE TRAVELING SOUTH ON 119, TAKE THE LOGAN EXIT. TRAVEL 2.3 MILES AND TURN LEFT ONTO ROUTE 73. TRAVEL 1.0 MILE AND TURN RIGHT ONTO ROUTE 10. TRAVEL 14 MILES AND TURN RIGHT ONTO ROUTE 80 SOUTH. TRAVEL 1.0 MILE AND TURN LEFT (CONT. ON RT. 80) TRAVEL 3.1 MILES AND TURN RIGHT AT BRUNO ONTO BRIDGE. AT END OF BRIDGE TURN RIGHT AND TRAVEL 1.6 MILES TO MINE SITE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 11-14-07
TITLE President	FAX 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP13007

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

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

BOMONT WV 25030

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
09/27/2007				

BID OPENING DATE: **11/14/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR BRUNO, LOGAN COUNTY AND CONSISTS OF APPROXIMATELY 8.0 ACRES.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</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 LOGAN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Barbara J. Jones* TELEPHONE: **304 548-7004** DATE: **11-14-07**
 TITLE: *President* FEIN: **55-0773825** ADDRESS CHANGES TO BE NOTED ABOVE

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PURCHASER

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<p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304-548-7004	DATE 11-14-07
TITLE <i>President</i>	FAX 55-077-3825	ADDRESS CHANGES TO BE NOTED ABOVE

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 304-558-2157

ROBERT K. BOWMAN

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 BOMONT WV 25030

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DATE PRINTED 09/27/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 11/14/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Barbara J. Jones* TELEPHONE: 304 548-7004 DATE: 11-14-07
 TITLE: *President* FAX: 55-0773825 ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED 09/27/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/14/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE %30 OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Barbara J. Jones* TELEPHONE: **304 548-7004** DATE: **11-14-07**

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

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 CHUCK BOWMAN
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VENDOR
 *525121401 304-548-7004
 BOMONT CONSTRUCTION SUPPLIES I
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BID OPENING DATE: 11/14/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.: DEP.13007.</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 11-13-07</p> <p>NO. 2 11-14-07</p> <p>NO. 3 ...</p> <p>NO. 4 ...</p>						

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DEP13007

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR
 *525121401 304-548-7004
BOMONT CONSTRUCTION SUPPLIES I
PO BOX 9046

BOMONT WV 25030

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BID OPENING DATE: **11/14/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	30.5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p style="text-align: center;"><i>Barbara J. Jones</i> SIGNATURE</p> <p style="text-align: center;"><i>Bomont Construction Supplies, Inc.</i> COMPANY</p> <p style="text-align: center;">.....11-14-07..... DATE</p> <p>REV. 11/96</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>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 11-14-07	
TITLE <i>President</i>	FEIN 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE	

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

BUYER CB-23	PAGE 017	REQ. OR PO NO. DEP 13007
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>COAL-X INC.</u>				
PERMIT NUMBER(S): <u>UO-396</u>				
<u>WATER QUALITY ABATEMENT</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>5,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>50.00</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>10,000.00</u>
4.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>10,000.00</u>
5.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>10,000.00</u>
<u>SITE NUMBER ONE (#1)</u>				
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>1,250.00</u>
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>3,500.00</u>
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>4,500.00</u>
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>2,500.00</u>
7.0	500 LF	<u>HAYBALE DIKE</u> (max bid \$5.00 per LF)	<u>5.00</u> per LF	\$ <u>2,500.00</u>
8.0		<u>RECONSTRUCTED PERMANENT ACCESS ROADS</u>		
8.1	LUMP SUM	<u>MINE BENCH/TRAIL</u>	LUMP SUM	\$ <u>10,000.00</u>
8.2	LUMP SUM	<u>MINE ACCESS ROAD</u>	LUMP SUM	\$ <u>15,000.00</u>
9.0	LUMP SUM	<u>MINE DISCHARGE CONVEYANCE PIPE</u>	LUMP SUM	\$ <u>9,840.00</u>

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BUYER CB-23	PAGE 018	REQ. OR PO NO. DEP 13007
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
10.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>500.00</u>
11.0		<u>OPEN LIMESTONE CHANNEL</u>		
11.1	LUMP SUM	<u>V-DITCH #1</u>	LUMP SUM	\$ <u>3,000.00</u>
11.2	LUMP SUM	<u>GROUTED TRAPEZOIDAL CHANNEL #1</u>	LUMP SUM	\$ <u>4,000.00</u>
12.0		<u>CONSTRUCT DROP INLET BOX</u>		
12.1	LUMP SUM	<u>DROP INLET BOX #1</u>	LUMP SUM	\$ <u>6,500.00</u>
<u>SITE NUMBER TWO (#2)</u>				
13.0		<u>REVEGETATION</u>		
13.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>450.00</u>
13.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>900.00</u>
13.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>1,800.00</u>
13.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>1,000.00</u>
14.0	500 LF	<u>HAYBALE DIKE</u> (max bid \$5.00 per LF)	<u>5.00</u> per LF	\$ <u>2,500.00</u>
15.0		<u>CONSTRUCTED WATER TREATMENT STRUCTURES</u>		
15.1	LUMP SUM	<u>RAW WATER POND</u>	LUMP SUM	\$ <u>30,000.00</u>
15.2	LUMP SUM	<u>POND 1</u>	LUMP SUM	\$ <u>15,000.00</u>
15.3	LUMP SUM	<u>POND 2</u>	LUMP SUM	\$ <u>15,000.00</u>
15.4	LUMP SUM	<u>POND 3</u>	LUMP SUM	\$ <u>15,000.00</u>
15.5	LUMP SUM	<u>POND 4</u>	LUMP SUM	\$ <u>15,000.00</u>
16.0		<u>CONSTRUCTED PERMANENT ACCESS ROADS</u>		

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BUYER CB-23	PAGE 019	REQ. OR PO NO. DEP 13007
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WV-36 STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET

VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
16.1	LUMP SUM	<u>AQUA-FIX ACCESS ROAD</u>	LUMP SUM	\$48,950.00
17.0		<u>CONSTRUCT SLUDGE DRYING CELLS</u>		
17.1	LUMP SUM	<u>SLUDGE DRYING CELL 1</u>	LUMP SUM	\$15,000.00
17.2	LUMP SUM	<u>SLUDGE DRYING CELL 2</u>	LUMP SUM	\$15,000.00
17.3	LUMP SUM	<u>SLUDGE PUMPING SYSTEM LINES</u>	LUMP SUM	\$10,000.00
18.0	LUMP SUM	<u>CONSTRUCTED FENCE AND GATES</u>	LUMP SUM	\$28,000.00
19.0		<u>OPEN LIMESTONE CHANNEL</u>		
19.1	LUMP SUM	V-DITCH #2	LUMP SUM	\$8,100.00
20.0	LUMP SUM	GROUTED TRAPEZOIDAL CHANNEL #2	LUMP SUM	\$17,350.00
21.0		<u>AQUA-FIX TREATMENT FACILITY</u>		
21.1	LUMP SUM	<u>FOUNDATION AND STRUCTURAL ELEMENTS</u>	LUMP SUM	\$12,000.00
21.2	LUMP SUM	<u>SUB-FOUNDATION PREPARATION</u>	LUMP SUM	\$10,000.00
21.3	LUMP SUM	<u>CRANE/COMPARABLE EQUIPMENT</u>	LUMP SUM	\$10,000.00
21.4	LUMP SUM	<u>DOSING UNIT AND SILO</u>	LUMP SUM	\$97,314.00
21.5	LUMP SUM	<u>WATER INTAKE LINES TO DRIVE UNIT</u>	LUMP SUM	\$10,000.00
		<u>SITE NUMBER THREE (#3)</u>		
22.0		<u>REVEGETATION</u>		
22.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$990.00
22.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$742.50
22.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$742.50

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

BUYER CB-23	PAGE 020	REQ. OR PO NO. DEP 13007
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-50 T VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
22.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>4,000.00</u>
23.0	100 LF	<u>HAYBALE DIKE</u> (max bid \$5.00 per LF)	<u>5.00</u> per LF	\$ <u>500.00</u>
24.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>3,000.00</u>
25.0	LUMP SUM	<u>CONSTRUCT WETLAND</u>	LUMP SUM	\$ <u>17,000.00</u>
TOTAL FOR PERMIT UO-396			TOTAL	\$ <u>598,914.00</u>