



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
DEP13714

PAGE
1

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

VENDOR

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

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/20/2007				

BID OPENING DATE: **10/31/2007** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$ 46,950.00
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS TO AWARD A CONTRACT TO PERFORM LAND RECLAMATION ON THE MINING OPERATION SITE OF LODESTAR ENERGY, INC. NOW UNDER REVOKED PERMIT NUMBER(S) 0-172-83, PER THE FOLLOWING DRAWINGS, SPECIFICATIONS, 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 10/09/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER. CONSIDER THIS WHEN SELECTING YOUR REPRESENTATIVE FOR ATTENDANCE.</p> <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 SCARBRO, WV, FAYETTE COUNTY AND CONSISTS OF APPROXIMATELY 4.0 ACRES.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 11-1-07
TITLE President	FEBIN 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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

RECEIVED

2007 NOV -2 A 9:37

PURCHASING DIVISION
STATE OF WV



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 Department of Administration
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DATE PRINTED 09/20/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 10/31/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 FAYETTE 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> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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<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> <p>REV. 11/00</p> <p style="text-align: center;">CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS</p>						

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<p>LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME - <i>Bomont Construction & Supplies, Inc.</i></p> <p>CONTRACTORS LICENSE NO. - <i>.W.V.03.11.108.....</i></p> <p>THE SUCCESSFUL BIDDER WILL 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 FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

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<p>CALLY 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 FOUN TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS %20 OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE %30 OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <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</p>						

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<p>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 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 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</p>						

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FROM

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<p>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: center;">REQUISITION NO.: DEP13714</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY AROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .10./18/07</p> <p>NO. 2 .. φ</p> <p>NO. 3 .. φ</p> <p>NO. 4 .. φ</p> <p>9</p> <p>NO. 5 .. φ</p> <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</p>						

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RODNEY

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<p>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 <i>Bomont Construction Supplies, Inc.</i> COMPANY11-1-07..... 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> <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>						

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TITLE <i>President</i>	FEIN 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE	

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Bomont Const. & Supplies, Inc.
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BUYER CB-23	PAGE 012	REQ. OR PO NO. DEP13714
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>Lodestar Energy, Inc.</u>				
PERMIT NUMBER(S): <u>O-172-83</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>2,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA</u> (S.C.A.)(\$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>2,000.00</u>
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>20,000.00</u>
5.0	LUMP SUM	<u>REGRADE AND TOPSOILING</u>	LUMP SUM	\$ <u>10,000.00</u>
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>600.00</u>
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>3,600.00</u>
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>2,400.00</u>
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>300.00</u>
7.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>50.00</u>
8.0	LUMP SUM	<u>ELIMINATE POND 1</u>	LUMP SUM	\$ <u>2,450.00</u>
9.0	<u>200</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>5.00</u> PER LF	\$ <u>1,000.00</u>
10.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>500.00</u>
11.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	\$ <u>0.00</u>
12.0	LUMP SUM	<u>LIMING</u>	LUMP SUM	\$ <u>2,000.00</u>
TOTAL FOR PERMIT: <u>O-172-83</u>				\$ <u>46,950.00</u>



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
DEP13714

PAGE
1

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

VENDOR

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

BOMONT WV 25030

SHIP TO

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
105 S. RAILROAD STREET
PHILIPPI, WV
26416-9998 304-457-3219

DATE PRINTED 10/18/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/06/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>*****ADDENDUM NO. 1*****</p> <p>ADDENDUM ISSUED AS A RESULT OF THE MANDATORY PRE-BID MEETING OF 10/09/07 FOR THE PROJECT OF LAND RECLAMATION AT THE LODESTAR ENERGY SITE IN SCARBRO, FAYETTE CO, WV</p> <p>ADDENDUM INCLUDES THE PRE-BID SIGN-IN SHEETS AND THREE (3) PAGES OF Q/A & CLARIFICATIONS.</p> <p>BID DATE AND OPENING TIME HAVE BEEN EXTENDED FROM 10/31/2007 TO 11/06/2007 AT 1:30 PM.</p> <p>*****NO OTHER CHANGES*****</p> <p>RECLAMATION: RESTORATION OF LAND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304 548-7004	DATE 11-1-07
TITLE <i>President</i>	FAX 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

002

RFQ #: DEP13714

Bid Date: 10/31/07

Project: Lodestar Energy, Inc.

Pre-Bid Date: 10/09/07

Name : Randy Carpenter
 Company: Carpenter Restoration
 Address: Po Box 13615
Summersville WV
25360
 Phone #: 984-1115
 Fax #: 984-2770
 Email : Rcarpenter@aol.com

Name : Doug Vincent
 Company: Breakaway Inc.
 Address: 1075 Old Turnpike Rd
Sutton WV 26601
 Phone#: 304 765-5317
 Fax #: 765-5389
 Email : breakawayinc@verizon.net

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN Co.
 Address: 511 50th STREET
CHARLESTON WV
25304
 Phone #: 925-0253
 Fax #: 925-9230
 Email : Jody May, ATOL.com

Name : PERRY QUEENER
 Company: MUDDETTY TRADING COMPANY
 Address: 10 SCENIC HIGHWAY
SUMMERSVILLE, WV 26651
 Phone#: 304-872-5588
 Fax #: 304-872-4647
 Email : pqueener@wirefire.com

Name : BASIL CARPENTER
 Company: J AND B EX INC
 Address: 333 A Cull RD
Charleston WV 25312
 Phone #: 546-1661
 Fax # (304) 984-3528
 Email : Basil Carpenter AT AOL

Name : Larry Taylor
 Company: Bomont Construction & Supply
 Address: Po Box 9046
Bomont WV 25030
 Phone#: 548-7004
 Fax #: (304) 548-7133
 Email : bomont.onct@yahoo.com

Name : GEORGE FRESHUR
 Company: EAGLE EXCAVATION INC
 Address: P.O. BOX 218
KENNA, WV 25248
 Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email : NONE

Name : SAM SKIDMAN
 Company: SAM'S EXCAVATION
 Address: 655 Poplar Hwy
Sutton WV 26601
 Phone#: 304-765-2194
 Fax #: 304-765-2066
 Email : SAM'S EXCAVATION CITY MONTGOMERY

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

003

RFQ #: DEP13714
 Project: Lodestar Energy, Inc.

Bid Date: 10/31/07
 Pre-Bid Date: 10/09/07

Name : BASE ENV. GROUP, LLC
 Company: 4200 FIRST AVE, SUITE 104
 Address: NITCO, WV 25143
TRIP SHOWN

Phone #: 304 204 2500
 Fax #: 304 204 2520
 Email : TRIP@BASEENV.COM

Name : Robert Burchtol
 Company: AS BUILT CONSTRUCTION INC
 Address: R1 128
Meadow Bridge WV 25976

Phone #: 304-392 8828
 Fax #: 304 392 8828
 Email : rburchtol@frontiernet.net

Name : JOE TUCKER
 Company: UPPOV CONST. CO. INC.
 Address: P.O. BOX 39
OWENSBORO WV 25064

Phone #: 304-744-4627
 Fax #: 304-744-4626
 Email : UCCF@EARTH2.NET

Name : DARRYL DAVIS
 Company: PINEVILLE PAVING & ASPHALT
 Address: PO BOX 1290
zip 24874

FAX 304 732 7855
 Phone #: 304-732-8303
 Fax #: C 304-873-0637
 Email :

Name : Bob Paulsen
 Company: R & B EXCAVATION
 Address: 720
Graves WVA. 25813

Phone #: 255-2105 - 673-9358
 Fax #: 304-222-4533
 Email : BOB TRANSLIC@VERIZON.COM

Name : DWAYNE GRIFFITH
 Company: Hydro Tech Reclamation
 Address: 900 Pine Grove Rd. Summers WV 25067

Phone #: 304-756-0119
 Fax #: 304-253-4533
 Email : Scholtz Vance@aol.com

Name : AND HANCOCK
 Company: EASTERN ARROW
 Address: P.O. BOX 4108
CHARLESTON WV 25364

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

Name : Gary Long
 Company: McCourt & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601

Phone #: 304 765-5288
 Fax #: 304 765-5293
 Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

004

RFQ #: DEP13714

Bid Date: 10/31/07

Project: Lodestar Energy, Inc.

Pre-Bid Date: 10/09/07

Name : Roger L. Collins Jr.
 Company: Collins Building & Construction, INC
 Address: Flaxman & Co
390 Corby Rd
 Phone #: 704-745-7521
 Fax #: 704-745-7521
 Email : CSCollins@Cing.net.net

Name : _____
 Company: _____
 Address: _____

 Phone# : _____
 Fax # : _____
 Email : _____

Name : _____
 Company: _____
 Address: _____

Name : _____
 Company: _____
 Address: _____

Phone #: _____
 Fax # : _____
 Email : _____

Phone# : _____
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Name : _____
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 Company: _____
 Address: _____

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 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____

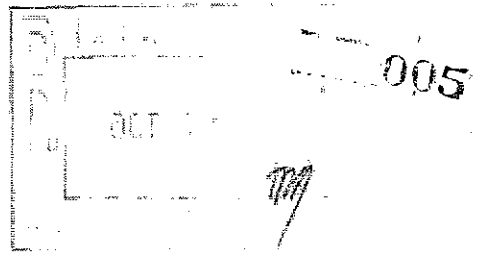
Name : _____
 Company: _____
 Address: _____

Name : _____
 Company: _____
 Address: _____

Phone #: _____
 Fax # : _____
 Email : _____

Phone# : _____
 Fax # : _____
 Email : _____

DEP13714
Addendum No. 1



O-172-83 Lodestar Energy Inc.
Pre-Bid Conference
October 9, 2007

Q1. Does backfill material come off site?

A1. Material will come off of site. All this material that is in the hollow here, can be worked back up, the ramp going up to the area can be lowered, there is a little bit of stockpile material here in these trees, that was shown in the permit as being a stockpile area, this area out here is raised a little higher than it needs to be, it goes all the way to the end of your work area. Be aware that there could be black material in that and it would have to be handled accordingly to the requirements in the permit.

Q2. This activity on this road, is it a dead end road?

A2. This Property belongs to White Oak Lumber Company, I understand there is a mill up here and normally White Oak keeps the gate locked, but you've got two railroad grades here, one on the front side of the pond and one down this way, and both those are open right down there at the church house. It is accessible to anybody.

Q3. A question was asked about burning.

A4. If you refer back to what I said on the Pre-Bid Conference check list, one of the requirements is the successful contractor has to have all the permits that are necessary: A burning permit is a permit that is required. If you get a burning permit you can burn woody debris on site. You can not burn any woody debris that has creosote on it, you can not burn tires or anything like that, but just woody debris and trees you can burn if you so desire.

Q4. About the lime, you said 40 tons, 40 tons per what?

A4. We have in the requisition to blend 40 tons of lime with the black material, prior to disposing of it per what it says in the specifications. That's not a per volume, it's the total amount of lime estimated that we will need.

Q5. This top area right here (coal car unloading facility), you're only going to reclaim from this point up and not the railroad grade back in here (to the northwest)?

A5. We are not going to do anything on the railroad grade back, we're just going to take this structure out and put it back in, and from here the railroad track is in our bonded area. From here forward we are not going to do anything but clean the debris up on it, seed it, and eliminate the sumps. There are 2 or 3 sumps associated with the coal truck dump area on top, that's along the railroad grade, just fill those in so that the water will flow right on through them.

Q6. Even the trees along the railroad grade will stay in place?

A6. I would like to leave every tree possible that you can leave that is not absolutely in your way.

Q7. You're not going to eliminate that wall (railroad grade highwall) right above your sump?

A7. That wall above is railroad grade highwall, we are not going to eliminate it. I will show you when we get up on top, on the coal stockpile area, what is to be eliminated.

Q8. This area in here (northwest corner of site, below coal car unloading facility) that regrades to sheet flow, if it has any black on it are you going to cover it?

A8. You will be required to regrade and topsoil everything. Every inch of the permit that you work, you are going to have to put soil back on it, sufficient to maintain the vegetation we've got in the permit. We did not specify a thickness of it, but it's got to be sufficient so you can meet your vegetation requirements.

Q9. So, this ditch (northwest corner of site, east side of access road) going back down this bank, going down the ditch on this side, right up here we walked up, that's not going to have any particular slope on it?

A9. Everything that you grade has to be 2 to 1 slope or flatter. These slopes and existing banks, we're not going to do anything but clean the debris off of them, unless you go in there and peel all the trees off and then you're going to put it back to a 2 to 1 slope.

Q10. Can you use the elevated area below the coal car unloading structure for backfill material?

A10. You can utilize this if need be, to put up there. Again, if it's material that is black you have to put it in accordingly, according to what's in the requisition.

Q11. Earlier, I thought you said the rebar was removed subgrade, that was acceptable, but now you are saying take it all out?

A11. I'm telling you exactly what is stated in the requisition. Rebar must be removed to be flush with the concrete. Any steel in there must be removed to be flush with the concrete, so after you get it broke up you take a torch or saw and cut it flush with the concrete. Anything you cut off has to be disposed of, the rest you can bury since it is encapsulated in the concrete.

Q12. We can just blend this (highwall beside of loadout remnants) in and bring a 2 to 1 on around?

A12. Your lower slope has to be 2 to 1, what you're going to add to toe it out. Wherever you excavate down to still has to be a 2 to 1 slope. You just tie in to the vegetation and you have to step up and you have to do something to the upper area, and again, you end over here at the end of the brown rock.

Q13. Is this sump (on railroad grade, along access road to coal stockpile area) going to be removed?

A13. Yes, all sumps will be removed, the ditch line along the railroad track will stay.

Q14. Will all the drainage from the backfilled highwall (at coal stockpile area) be directed to the railroad ditch?

007

A14. Yes, the water flow will be directed to the ditch on the railroad grade. It has pipes at different intervals up through here. Do not take any pipes out of the railroad grade. However, our sumps on each side of the pipe in the access road going to the top, that pipe comes out and sumps are graded to ditch line elevation.

Q15. Will there be anything done here (railroad grade to the southwest of coal stockpile area access road) above the railroad grade?

A15. There will be nothing, whatsoever, done to the railroad highwall.

Q16. The outlet end of that pipe (outlet pipe of Pond 1) is that our grade to meet, is that the sheet flow grade that we are coming to?

A16. No, sheet flow grade is to fill this up all the way if you want to. We do not want the railroad grade cut down to creek level, it is to drain to the creek. Minimize the amount you have to take this down and to give you guidance, you can take it down to the bottom of the pipe. That needs to be spread over a fairly long area, the length of the pond, so that it is truly sheet flow and not concentrated.

Q17. Where is your boundary on that end (on lower railroad grade near Pond 1)?

A17. See the big tree, right there, we'll make that our boundary and there is nothing to be done on the right side here. You are not supposed to be over in there on the creek side.

Q18. You did say that the pond (Pond 1) outlet pipe was to be removed?

A18. That pipe is to be removed and this area is to be filled in to sheet flow and that means spread over a large area and not concentrated.

Q19. A question was asked about a stormwater permit.

A19. WVDEP applies for the stormwater permit and pays all fees associated with the permit, when I say fees I am talking about permit fees. The successful contractor is responsible on the ground for the requirements of that stormwater permit and any violations of that permit and any assessments. We will apply for a release as quickly as we meet the minimum requirements to discontinue it, because we pay for that and if you let it drag on into another year with the hope that you don't get your warranty extended, I'll note some of you are not familiar to me, there is a warranty on vegetation on this site on all our jobs, and it is 1 year from the signing (approval by WVDEP inspector) of the last invoice. When the last invoice that has vegetation on it is signed, that's when your 1 year warranty starts and you're responsible for that vegetation and any erosion associated with that for 1 year.

STATE OF WEST VIRGINIA
Purchasing Division

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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: Bumont Construction & Supplies, Inc.

Authorized Signature: Barbara J. Jones Date: 11-1-07

Bond Number: 7227

Agency DEP 13714
REQ.P.O# _____

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 DEP13714 Reclamation; restoration of land Fayette County, 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 5th day of November, 2007.

Principal Corporate Seal

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

By [Signature]
(Must be President or Vice President)

President
(Title)

Surety Corporate Seal

Companion Property and Casualty Insurance Company
(Name of Surety)

[Signature]
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 THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (5% of the attached bid amount-Penal sum not to exceed (\$3,250.00)**

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 Pama, 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.

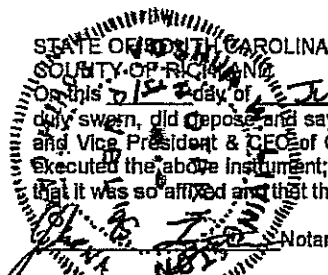
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney certificate bearing such facsimile signatures or facsimile seal shall be valid and binding 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



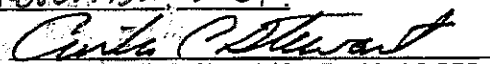
On this 15th day of June, 2007, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and Vice President & CFO of COMPANION PROPERTY 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: 7/16/14

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 6th day of November, 2007.


Curtis C. Stewart, Vice President & CFO

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV031168

Classification:

EXCAVATION

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

Date Issued

MAY 25, 2007

Expiration Date

MAY 25, 2008

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

Barbara J. Jones
Authorized Company Signature

Michael A. Carl
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.

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

INSURED
Bomont Construction & Supplies Inc.
5 Valley View Drive

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 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 (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000								
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP212766903	5/19/2007	5/19/2008	COMBINED SINGLE LIMIT (Per 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 DEDUCTIBLE \$ RETENTION \$	SPP226075203	5/19/2007	5/19/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$								
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SPP226075203	5/19/2007	5/19/2008	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
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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

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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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).

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