



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
DEP13016

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
11/06/2008				

BID OPENING DATE: **01/21/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$563,905.00
<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 FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF BELLE CONTRACTING, INC, NOW UNDER REVOKED PERMIT NUMBER(S) S-6020-87. THIS SITE CONSISTS OF APPROXIMATELY 5 ACRES AND IS LOCATED NEAR BANCROFT, WV IN PUTNAM COUNTY.</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 11/19/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBI CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: FROM NITRO EXIT OF I-64, TAKE RT 25N FOR APPROX .8 MILES UNTIL IT MERGES WITH RT 62N. CONTINUE ON RT 62 FOR APPROX 1.8 MILES INTO POCA. CROSS THE POCA RIVER AND TAKE FIRST RIGHT(HEIZER CREEK ROAD CR 27) AFTER CROSSING BRIDGE AND GO 1.5 MILES AND TURN LEFT ONTO MANILLA CREEK ROAD(CR5). TRAVEL 1.1 MILES, TURN RIGHT ACROSS SMALL BRIDGE TO MINE SITE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT</p>						

RECEIVED

2009 JAN 29 PM 1:11

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Barbara Jones</i>	TELEPHONE 304 548-7004	DATE 1-20-09
TITLE President	FAX 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<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> <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 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</p>						

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				<p>BOND, OR LABOR AND 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>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Bomont Construction Supplies Inc.</i></p> <p>CONTRACTORS LICENSE NO.: <i>W.V.031168</i>.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN</p>		

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<p>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 AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED</p>						

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				SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.		
				C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.		
2.				THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,		
				B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.		
3.				A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.		
				REV. 10/01/01		

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<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 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 DOMESTIC PRODUCTS, THE SPENDING</p>						

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	<p>SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</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 NOS.:</p> <p>NO. 1 ..12-2-08...</p> <p>NO. 2 ...1-20-09.</p> <p>NO. 3 ...1-20-09</p> <p>NO. 4 φ.....</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 THE 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>					

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PRIORITY

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				<u>304-548-7133</u>		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
				<u>Barbara J. Jones</u>		
***** THIS IS THE END OF RFQ DEP13016 ***** TOTAL: _____						

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SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304-548-7004	DATE 1-20-09
TITLE <i>President</i>	FEIN 58-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23	PAGE 07	REQ. OR PO NO. DEP13016
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

WV-36a
REV. 1/29/02
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>BELLE CONTRACTING, INC.</u>				
PERMIT NUMBER(S): <u>S-6020-87</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>6,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA</u> (S.C.A.)(\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>5.00</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>8,500.00</u>
3.1	LUMP SUM	<u>REPAIR EXISTING BRIDGE AND APPROACHES</u>	LUMP SUM	\$ <u>25,000.00</u>
3.2	LUMP SUM	<u>TEMPORARY STREAM CROSSING</u>	LUMP SUM	\$ <u>3,000.00</u>
4.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>8,000.00</u>
5.0	LUMP SUM	<u>REGRADE AND TOPSOIL</u>	LUMP SUM	\$ <u>16,000.00</u>
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>2,250.00</u>
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>3,750.00</u>
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>4,080.00</u>
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>2,000.00</u>
7.0	<u>500</u> LF	<u>HAYBALES</u> (Max. Bid \$5.00 Per LF)	<u>5.00</u> LF	\$ <u>2,500.00</u>

Bomont Construction & Supplies, Inc.
P.O. Box 9046, Bomont, W.V. 25030

BUYER CB-23	PAGE 18	REQ. OR PO NO. DEP13016
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WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8.0		<u>SANDSTONE RIP-RAP CHANNEL</u>		
8.1	LUMP SUM	<u>FRESH WATER GROUDED STREAM CHANNEL "AA"</u>	LUMP SUM	\$ 32,840.00
8.2	LUMP SUM	<u>FRESH WATER STREAM CHANNEL "BB"</u>	LUMP SUM	\$ 11,540.00
9.0		<u>OPEN LIMESTONE CHANNEL</u>		
9.1	LUMP SUM	<u>TRAPIZOIDAL CHANNEL "A"</u>	LUMP SUM	\$ 22,478.00
9.2	LUMP SUM	<u>V-DITCH "B"</u>	LUMP SUM	\$ 11,065.00
9.3	LUMP SUM	<u>V-DITCH "C"</u>	LUMP SUM	\$ 11,065.00
9.4	LUMP SUM	<u>V-DITCH "D"</u>	LUMP SUM	\$ 3,241.00
10.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
10.1	LUMP SUM	<u>REPAIR EXSITING POND ENTRANCE CHANNEL AND DIKE</u>	LUMP SUM	\$ 25,000.00
11.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ 5,000.00
12.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
13.0		<u>CONSTRUCTED WATER TREATMENT STRUCTURES</u>		
13.1	LUMP SUM	<u>ALKALINITY CELL NO. 1</u>	LUMP SUM	\$ 28,114.00
13.2	LUMP SUM	<u>ALKALINITY CELL NO. 2</u>	LUMP SUM	\$ 33,314.00
13.3	LUMP SUM	<u>POND 1</u>	LUMP SUM	\$ 23,550.00
13.4	LUMP SUM	<u>POND 2</u>	LUMP SUM	\$ 27,220.00
13.5	LUMP SUM	<u>POND AND CELL HDPE DR 17 PIPING</u>	LUMP SUM	\$ 29,000.00
13.6	LUMP SUM	<u>CONCRETE HEADWALL "A"</u>	LUMP SUM	\$ 4,500.00

Bomont Construction & Supplies, Inc.
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BUYER CB-23	PAGE 19	REQ. OR PO NO. DEP13016
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

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

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
14.0	<u>SLUDGE DRYING CELLS</u>		
14.1 LUMP SUM	<u>SLUDGE DRYING CELL #1</u>	LUMP SUM	\$23,772.00
14.2 LUMP SUM	<u>SLUDGE DRYING CELL #2</u>	LUMP SUM	\$23,772.00
14.3 LUMP SUM	<u>SLUDGE PUMP LINE ONE</u>	LUMP SUM	\$10,000.00
14.4 LUMP SUM	<u>SLUDGE PUMP LINE TWO</u>	LUMP SUM	\$8,000.00
14.5 LUMP SUM	<u>SLUDGE RETURN (DEWATERING) LINES</u>	LUMP SUM	\$12,000.00
15.0 LUMP SUM	<u>CONSTRUCTED FENCE AND GATE</u>	LUMP SUM	\$7,500.00
16.0	<u>CONSTRUCTED ACCESS ROADS</u>		
16.1 LUMP SUM	<u>ALKALINITY AND SLUDGE CELL ROADS</u>	LUMP SUM	\$50,400.00
17.0 LUMP SUM	<u>TWO DEEP MINE WET SEALS (Acid producing seam)</u>	LUMP SUM	\$12,500.00
18.0 LUMP SUM	<u>60 INCH STREAM CULVERT</u>	LUMP SUM	\$46,944.00
19.0 LUMP SUM	<u>CUT AND FILL FOR POND AREA</u>	LUMP SUM	\$20,000.00
	<u>TOTAL</u>		\$513,905.00



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
DEP13016

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/02/2008				

BID OPENING DATE: **01/21/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO. 1 *****					
	ADDENDUM ISSUED FOR THE BELLE CONTRACTING PROJECT TO DISTRIBUTE THE SIGN-IN SHEETS, SCOPE OF WORK REVISIONS, AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID CONFERENCE DATED 11/19/2008.					
	BID DATE AND OPENING TIME REMAIN 01/21/2009 AT 1:30 PM.					
	***** NO OTHER CHANGES *****					
0001	1	JB		962-73		
	RECLAMATION: RESTORATION OF LAND					
	***** THIS IS THE END OF RFQ DEP13016 ***** TOTAL: <u>\$ 563,905.00</u>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Barbara Jones</i>	TELEPHONE 304 548-7004	DATE 1-20-09
TITLE President	FEIN 55-0773825	ADDRESS CHANGES TO BE NOTED ABOVE

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



004

west virginia department of environmental protection

Office of Special Reclamation
601 57th Street, SE
Charleston, WV 25304
(304) 926 -0499 fax (304) 926-0458

Joe Manchin III, Governor
Randy C. Huffman, Cabinet Secretary
www.wvdep.org

MEMORANDUM

To: Chuck Bowman, Senior Buyer

From: Charlie Stover

Date: November 20, 2008

Subject: Addendum to DEP 13016 Belle Contracting Pre-bid Conference Corrections, Questions & Answers

The following are corrections to the 'Scope of Work' and notes on typicals.

1. Item 6 – Add the following paragraph to the description:
The permanent access bridge that crosses Manilla Creek needs repaired by adding reinforced wingwalls to all four corners of the abutments and reinforced concrete approach aprons added to both ends of the bridge deck. The cost of the concrete, expansion joints, and reinforcing steel shall be incidental to"repair existing bridge and approaches." (See attached plans and/or specifications)
2. Item 11 now reads:
Construct approximately six hundred twenty five feet (625 LF) of limestone rip-rap trapezoidal channel "A" to collect and convey bench and wet seal discharge drainage to the "alkalinity cell no. One (1)". This ditch shall be keyed into the base of the "backstack" and shall be lined on the bottom and outslope with HDPE "poly-flex" sixty (60) mil. or equivalent liner with seams fused on site so it will not leak. The cost of the limestone, liner, and excavation and placement shall be incidental to the cost of "trapezoidal channel "A". (See attached design specifications.)

Item 11 should read:

Construct approximately six hundred twenty five feet (625 LF) of limestone rip-rap trapezoidal channel "A" to collect and convey bench and wet seal discharge drainage to the "alkalinity cell no. One (1)". . This ditch shall be keyed into the base of the "backstack" and shall be lined on the bottom and outslope with HDPE "poly-flex" sixty (60) mil. or equivalent liner with seams fused on site so it will not leak. *A six inch (6") layer of one and a half inch (1 ½") crusher run limestone will be placed on the liner to protect it from damage prior to placement of riprap.* The cost of the limestone, liner, and excavation and placement shall be incidental to the cost of "trapezoidal channel "A". (See attached design specifications.)

3. Item 13 now reads:

Construct approximately three hundred feet (300 LF) of limestone rip-rap "V" ditch "B" from the alkalinity cell "1" to the headwall "A" of pond "1" this ditch shall be lined with a "poly-flex" sixty (60) mil or equivalent liner with seams fused on site so that it will not leak. The cost of the limestone, liner, excavation and placement shall be incidental to the cost of "V-ditch "B". (See attached design specifications.)

Item 13 should read:

Construct approximately three hundred feet (300 LF) of limestone rip-rap "V" ditch "B" from the alkalinity cell "1" to the headwall "A" of pond "1" this ditch shall be lined with a "poly-flex" sixty (60) mil or equivalent liner with seams fused on site so that it will not leak. ***A six inch (6") layer of one and a half inch (1 1/2") crusher run limestone will be placed on the liner to protect it from damage prior to placement of riprap.*** The cost of the limestone, liner, excavation and placement shall be incidental to the cost of "V-ditch "B". (See attached design specifications.)

4. The note at the bottom of drawing "Belle Contracting bridge repair", page 45, now reads:

Concrete reinforced walls shall be six inches thick with one mat of No. 4 rebar on six inch centers. The poured concrete approach aprons shall be reinforced with No. 4 rebar on six inch centers.

Should read:

Concrete reinforcing walls shall be six inches thick with one mat of No. 4 rebar on six inch centers. ***Horizontal reinforcing steel will be doweled into the existing concrete.*** The poured concrete approach aprons shall be reinforced with a mat of No. 4 rebar on six inch centers.

5. The drawing "Stainless steel trash rack typical attachment" on page 48 needs to have all references to stainless removed. A carbon steel trash rack will be acceptable.

6. The note on page 61, Sludge pump line attachment Ponds 1 & 2, now reads"

With stainless steel cam-lock connection

Should read:

With stainless steel cam-lock connection with cap

The following questions were asked during the Pre-bid conference held on November 19, 2008, @ 10:00 am. The responses to these questions are also provided.

Q. Does re-graveling access road have its own pay item?
A. No, it is covered under Item #3 haulroad & access road.

Q. What about these tires around the barn?
A. Shouldn't be in the way, we are only skirting around the barn anyway.

Q. Do we have to take anything off site?

A. No.

Q. What about access road from temporary crossing to work site?

A. That will be on the contractor. It is only a pasture to drive across and shouldn't need much work.

Q. What about permits for the temporary crossing?

A. Contractor may have to obtain a Public Lands Corps permit but that will be his/her responsibility.

Q. Are you going to have a typical for the bridge work?

A. Yes, drawings are already in the package. The work was not listed in the scope though.

Q. Are you not supposed to support the ridge underneath?

A. No, the bridge is very sturdy with large steel beans but the approaches are in need of repair.

Q. Are pumps to pump the water back up included any place?

A. No the pumping will be done at a later day after utilizing the system and developing sludge.

Q. What is that over against that hill, a pipe?

A. No, that's only a different fence post. There aren't any pipelines in this area.

Q. The 1300 cy fill is only to backfill over the 60" pipe?

A. No, the 1300 cy should be all you need to move to backfill pipe and for pond development.

Q. Does that fence need to be re-established?

A. We'll talk to the property owner, but we don't think that it is used anymore. Our fence would close that area anyway.

Q. Are we going to have to clean up area beneath 60" pipe or excavate down to place it?

A. No, as long as we have 12" of bedding beneath it we can place it in existing grade and cover it.

Q. You don't have any wingwalls designed for that 60" pipe anywhere?

A. Yes, a headwall with trash rack goes at upper end and wingwalls at lower end as per the plans & specs.

Q. Where does the dredged material go from pond 3?

A. We can use the material for fill to build ponds or cover the pipe, just can't place it around water flow areas.

Q. Do the sides of the pond get worked or excavated any?

A. No, they should be ok. We only need to dredge to establish original capacity.

- Q. Do you have a water depth that you want after dredging pond 3?
- A. It's listed in the drawing, but we think it is four or six feet. We have that on lower end of pond, but we need to dredge this upper end to get that depth, probably about a third of the way out into the pond. Plans call for 4 feet with 2 additional feet of freeboard.



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
DEP13016

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

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/20/2009				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED FOR THE BELL CONTRACTING PROJECT TO DISTIRBUTE THE CHANGES IN SCOPE OF WORK AND THE TYPICAL DRAWING AS DESCRIBED IN THE ATTACHED MEMO FROM THE AGENCY.						
BID DATE & OPENING TIME ARE THEREFORE EXTENDED FROM 01/21/2009 TO 01/29/2009 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP13016 ***** TOTAL:						563,905.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Barbara J. Jones</i>	TELEPHONE 304-548-7004	DATE 1-20-09
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'



west virginia department of environmental protection

Office of Special Reclamation
601 57th St. SE
Charleston, WV 25304
Ph. (304)926-0499

Joe Manchin III, Governor
Randy C. Huffman, Cabinet Secretary
www.wydep.org

MEMORANDUM

To: Chuck Bowman, Senior Buyer

From: Charlie Stover *CAS*
1/16/09

Date: January 16, 2009

Subject: Addendum to DEP 13016 Belle Contracting S-6020-87

The following are corrections to the "Scope of Work" and notes on typical.

1. Item 22 now reads:

Construct approximately three hundred feet (300 LF) of open limestone rip-rap channel "C" from pond "2" to existing pond "3". The cost of the limestone and construction of this ditch shall be incidental to the cost of "V-ditch C" (See attached design specifications.)

Item 22 should read:

Construct approximately three hundred feet (300 LF) of open *grouted* limestone rip-rap channel "C" from pond "2" to existing pond "3". The cost of the *grout*, limestone, and construction of this ditch shall be incidental to the cost of "V-ditch C". (See attached design specifications.)

2. The note under the Typical "V-ditch" drawing (page 64) now reads:

Ditch "B, & C" shall be lined to prevent leaking.

Should read:

Ditch "B" shall be lined to prevent leaking.

Ditch "C" shall be grouted with 100% grout penetration to fill all voids.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 13016 Bid Date: 1/21/09
 Project: Belle Contracting S.6020-87 Pre-Bid Date: 1/19/08

Name : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION, INC.
 Address: P.O. BOX 218
KENNA, WV
25248
 Phone #: (304) 372-4378
 Fax #: (304) 372-4378
 Email : ABANK

Name : ANN WATSONWELL
 Company: EASTERN ARROW CORP
 Address: PO BOX 4168
CHAS, WV 25864
 Phone#: 304-414-0255
 Fax # : 0256
 Email : easternarrow@hotmail.com

Name : GARY LONG
 Company: M'Court & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601
 Phone #: 304 765-5288
 Fax # : 304 765-5293
 Email :

Name : MICK JONES
 Company: BENNETT CONST.
 Address: P.O. Box 9066
Bowling Green WV. 25030
 Phone#: 304.548-7104
 Fax # : 304-548-7133
 Email : Bennett Const @ yahoo.com

Name : ROBERT BARNES
 Company: BARNES EXC. INC.
 Address: P.O. BOX 13384
Sissonville WV 25360
 Phone #: 984-1225
 Fax # : 984-0074
 Email : none

Name : DANNY SULLIVAN
 Company: Danny Sullivan Excavating
 Address: 801 LANT ST
Coal Grove Ohio 45638
 Phone#: 740 237 0251
 Fax # : 740 533 2813
 Email : DANCO 416@yahoo.com

Name : BASIL CARPENTER
 Company: BASIL A CARPENTER Ex Inc
 Address: 333A CAIL RD Chs, WVA
 Phone #: (304) 546-1881
 Fax # : 11 984-3528
 Email :

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50th STREET
CHARLESTON WV
25304
 Phone#: 304 925 0253
 Fax # : 925 4043
 Email : Jody Maye@aol.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 13016
Project: Belle Contracting 5-6020-87

Bid Date: 1/21/09
Pre-Bid Date: 1/19/08

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

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Box 17615
Sissonville, WV
Phone #: 984 1115
Fax #: 984-2770
Email :

Name : Clyde R. Raynes
Company: Raynes & Sons Excavating
Address: PO Box 438
Eleanor, WV 25070
Phone #: (304) 545-3778
Fax #: (304) 586-2535
Email :

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

Name : DAVID JACKSON
Company: TRI STATE PIPELINE
Address: 912 SOLIDA RD
South Point, OH
Phone #: 740-377-9208
Fax #: 740-377-9435
Email : DAVID.JACKSON@TRI-STATE.PIPELINE

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

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

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



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

Request for Quotation

RFQ NUMBER
DEP13016

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

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
01/20/2009				

BID OPENING DATE: **01/29/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO. 3 *****		
				ADDENDUM ISSUED TO CLARIFY THE BID OPENING DATE FROM THE TYPO IN ADDENDUM NO. 2 ISSUED ON 01/20/09.		
				THE BID OPENING DATE IS 01/29/2009 AT 1:30 PM, AS REFLECTED CORRECTLY IN THE BID OPENING DATE SECTION OF THIS FORM ABOVE.		
				PLEASE NOTE THE INCLUDED DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT IS NOW MANDATORY WITH SUBMISSION OF THE BID.		
				***** NO OTHER CHANGES *****		
0001	1	JB		962-73		5163,905.00
				RECLAMATION:	RESTORATION OF LAND	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Barbara J. Jones* TELEPHONE: **304-548-7004** DATE: **1-20-09**

TITLE: *President* FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the **West Virginia Code** and the **Legislative Rules** of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the **West Virginia Code**.
8. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

STATE OF WEST VIRGINIA,

COUNTY OF Clay, TO-WIT:

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

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

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

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

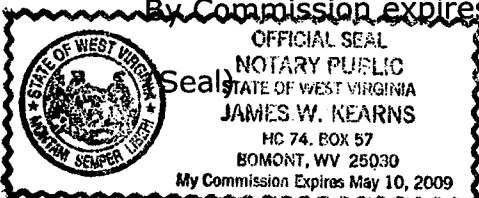
Bomont Const. & Supplies, Inc.
(Company Name)

By: Barbara J. Jones
Title: President

Date: 1-29-09

Taken, subscribed and sworn to before me this 29 day of JAN 2009

By Commission expires 5-10-2009



James W. Kearns
(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

30

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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 is in compliance with the requirements as stated.

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

Authorized Signature: Barbara J. Jones Date: 1-20-09

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
1/12/2009

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

INSURED
Bomont Construction & Supplies Inc.
 465 Valley View Drive
 Clendenin WV 25045

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Auto Insurance	11017
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

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

INSR/ADD'L LTR/ISSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	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	SPP226075204	5/19/2008	5/19/2009	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
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	BAP212766904	5/19/2008	5/19/2009	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 DEDUCTIBLE \$ RETENTION \$	SPP226075204	5/19/2008	5/19/2009	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	SPP226075204	5/19/2008	5/19/2009	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

WV Department of 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*



4700 MacCorkle Ave., S.E. Charleston, West Virginia 25304

PRODUCER:

BrickStreet Mutual Insurance Company
4700 MacCorkle Ave., S.E.
Charleston, WV 25304

CERTIFICATE HOLDER:

Bomont Construction & Supplies Inc.
PO Box 9046
Bomont, WV 25030

INSURED:

Bomont Construction & Supplies Inc.
PO Box 9046
Bomont, WV 25030

CERTIFICATE OF INSURANCE

The policy of insurance listed below has been issued to the insured named above for the policy period and coverage indicated. 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 policy below. Coverage is contingent on the insured's compliance with policy conditions and premium payment.

If the policy is canceled before the expiration date, BrickStreet Mutual Insurance Company will endeavor to mail a written notice to the certificate holder within 30 days of cancellation. Failure to mail the notice shall impose no obligation or liability of any kind upon BrickStreet Mutual Insurance Company.

POLICY NUMBER: WC10017481-05

DATE CERTIFICATE ISSUED: 11/03/2008

POLICY EFFECTIVE DATE: 10/28/2008

POLICY EXPIRATION DATE: 10/28/2009

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

LIMITS / COVERAGE

WORKERS COMPENSATION - STATUTORY LIMITS

EMPLOYERS LIABILITY LIMITS:

BODILY INJURY BY ACCIDENT:	\$ 100,000.00	EACH ACCIDENT
BODILY INJURY BY DISEASE:	\$ 500,000.00	POLICY LIMIT
BODILY INJURY BY DISEASE:	\$ 100,000.00	EACH EMPLOYEE

**WV BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT -
COVERAGE FOR WV CODE 23-4-2(d)(2)(ii)**

**FEDERAL COAL MINE HEALTH AND SAFETY ACT COVERAGE ENDORSEMENT -
COVERAGE FOR WV CODE 23-4b-1 - FEDERAL BLACK LUNG COVERAGE**

SPECIAL PROVISIONS IF ANY:

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV031168

Classification:
EXCAVATION

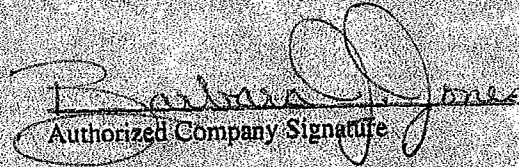
BOMONT CONSTRUCTION & SUPPLIES INC
PO BOX 9046
BOMONT, WV 25030

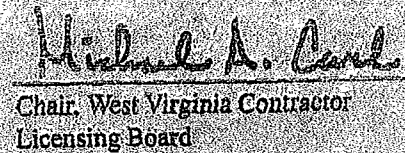
Date Issued

MAY 25, 2008

Expiration Date

MAY 25, 2009


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

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 licensees. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

Agency Environmental Protection
REQ. OF DEP13016

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Bomont Construction & Supplies Inc.
of P.O. Box 9046 Bomont, WV 25030, as Principal, and Companion Property & Casualty
of 1301 Hightower Trail, Atlanta, GA 30350 a corporation organized and existing under the laws of the State of
Georgia with its principal office in the City of Atlanta, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligor, in the penal sum of ** see below ** (\$ NTE 30,000.00) 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
DEP13016: Reclamation: Restoration of Land permitted to Mining Operation of Belle Contracting at Putnam
County

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 Obligor 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 each 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
29th day of JANUARY, 2009.

Principal Corporate Seal

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

Surety Corporate Seal

Companion Property & Casualty Insurance
(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. Related 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 THOUSAND DOLLARS
(5% of the attached bid amount-Penal sum not to exceed \$30,000.00)

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)
51 Clemson Road
Columbia, SC 29228

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; Lloyd Randall Deal of Kennesaw, Georgia; Arthur S. Johnson of Atlanta, Georgia; Jessica I. Boone of Locust Grove, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West-Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl-L. Tomao of Canton, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersay of Birmingham, Alabama; Donald H. Gibbs of Atlanta, Georgia; Diane L. McLain of Fitchburg, Wisconsin; or Diane M. Bailey of Phoenix, Arizona, 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 19th day of May, 2008.

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 or 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 19th day of MAY, 2008.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

By: [Signature]
Charles M. Potok, President

[Signature]
Curtis C. Stewart, Vice President & CFO

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
On this 19th day of May, 2008, 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 above 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.

[Signature] 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 29th day of January, 2009

[Signature]
Curtis C. Stewart, Vice President & CFO