

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

Bomont Const. & Supplies, Inc.

P.O. Box 10

Procious, WV 25164

Solicitation

NUMBER DEP15791 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET

304-558-8802

ENVIRONMENTAL PROTECTION DEPARTMENT OF

OFFICE OF AML&R 601 57TH STREET SE

CHARLESTON, WV

25304 304-926-0499

DATE PRINTED 07/09/2012 BID OPENING DATE: 07/19/2012 BID OPENING TIME 1:30PM CAT. QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT LINE ADDENDUM NO. 07 ADDENDUM ISSUED FOR THE SOUTHERN COUNTIES MAINTENANCE DISTRIBUTE THE ATTACHED DOCUMENTATION. SERVICES TO CHANGED FROM: 07/12/2012 AT 1:30PM BID OPENING DATE TO: 07/19/2012 AT 1:30PM 0001 JB 962-73 SOUTHERN MAINTENANCE OPEN-END CONTRACT ***** THIS IS THE END OF REQ DEP15791 ***** 2012 JUL 17 PM 12: 36 W PURCHASING DIVISION SIGNATURE one ADDRESS CHANGES TO BE NOTED ABOVE 13825

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

SOLICITATION NUMBER: DEP15791 Addendum Number: No. 07

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

("Soli	folicitation") to reflect the change(s) identified and described below.							
Appli	cable A	ddendum Category:						
	$\sqrt{}$	Modify bid opening date and time						
	V	Modify specifications of product or service being sought						
		Attachment of vendor questions and responses						
		Attachment of pre-bid sign-in sheet						
		Correction of error						
		Other						
		f Modification to Solicitation: 1. Bid Opening date change from:07/12/12 @1:30PM 1:30PM., 2. Revised specifications attached.						
Additi nclude	onal De	ocumentation: Documentation related to this Addendum (if any) has been with as Attachment A and is specifically incorporated herein by reference.						
Cerms	and C	onditions:						
1.	All profull for	ovisions of the Solicitation and other addenda not modified herein shall remain in see and effect.						
2.	 Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum 							

acknowledgement should be submitted with the bid to expedite document processing.

CONTRACT

FOR

ABANDONED MINE LAND SITES

MAINTENANCE SERVICES

SOUTHERN COUNTIES

DEP15791

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ABANDONED MINE LANDS & RECLAMATION 601 57TH ST., SE
CHARLESTON, WEST VIRGINIA 25304-2345
TELEPHONE 304-926-0485

This is an Open End Contract and

Maximum Project Expenditures Shall not exceed \$25,000 per project

CONTRACTURAL INFORMATION & REQUIREMENTS

Article 1 - Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services for all of the scope of work required in this contract.

Article 2 - Location of Work - South

The area of work shall include the Southern Counties of West Virginia. The counties listed below are the coal producing counties.

1.	Webster	11.	Cabell
2.	Putnam	12.	Kanawha
3.	Clay	13.	Nicholas
4.	Greenbrier	14.	Fayette
5.	Summers	15.	Mercer
6.	Raleigh	16.	Wyoming
7.	McDowell	17.	Mingo
8.	Logan	18.	Boone
9.	Lincoln	19.	Wayne
10.	Roane	20.	Mason

Article 3 – Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Abandoned Mine Lands & Reclamation (AML&R)" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands & Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word "Contractor" refers to the person or company contracting with the State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.

F. The word "Director" is used to mean the Assistant Director of the Office of Abandoned Mine Lands and Reclamation, West Virginia Department of Environmental Protection and shall be considered to be the State's authorized representative.

<u>Article 4 – Ordering Procedures</u>

- A. This is an open-end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract. Work shall be commenced within seven (7) days of issuance of the notice to proceed.
- B. Work will be ordered by the Chief or his representative for the Office of Abandoned Mine Lands & Reclamation, Department of Environmental Protection, by issuance of a Notice to Proceed, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The Contractor shall acknowledge receipt by signing, dating and forwarding back to the Chief the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices set in the contract. Any changes to the items and/or quantities in the Notice to Proceed/Work Directive shall require prior approval by the Chief or his representative for the Office of Abandoned Mine Lands & Reclamation. No Work Directive or Notice to Proceed shall exceed \$25,000.

Article 5 - Delivery

- A. The contractor shall complete the specified maintenance work in accordance with each notice to proceed. The contractor shall give an invoice (form provided by AML&R) to the Director or his representative upon completion of each notice to proceed. The contractor shall provide documentation for hours worked, materials and wages paid.
- B. Final inspection of each notice to proceed (project) will be made by the Director or his authorized representative and will be held approximately one (1) month after receiving the completion notification from the contractor.
- C. Acceptance criteria will be based on all work being completed as requested in the notice to proceed. In addition, where revegetation is specified, a hardy stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.

Article 6 - General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fces, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project.

- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative, such inspection will, among other things ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the notice to proceed, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety regulations pertinent to the work.

Article 7 - Costs and Payments

- A. Payment to the contract will be made on the following basis:
 - 1. Unit Pricing

<u>Item</u> – As directed by the State in specific notice to proceed.

Quantity – As agreed to prior to issuing a Notice to Proceed.

The quantity of hours shall be the actual hours the equipment is operated on the project.

Unit Price - As provided by the Offeror in the proposal.

B. The Contractor shall invoice (in numeric order) the division after completion of work specified in the Notice to Proceed; final inspection has been made; and the work is accepted by the division. All invoices shall show actual quantities and the associated unit prices.

Article 8 - Changes in the Contract

- A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, all such changes in the work shall be authorized by a change order, a change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:
 - 1) By mutual acceptance of a lump sum properly documented (itemized)
 - 2) By unit prices (negotiated)

- * The quantities are applied for bidding purposes only; actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
- *1 Trucks are for on site haulage only. No payment will be made for truck hours used hauling materials to the site. Delivery costs should be included in the unit cost associated with the materials.
- *2 The sewer cleaning truck shall be capable of delivering 55 GPM at 2000 PSI. The truck shall have a minimum of 500 feet of one inch LD, hose capable of operating at 2000 PSI with a burst pressure of 5000 pounds.
- ** This item is intended for mobilization and demobilization of equipment only; all other costs will be incidental to the other items.
- *** Straw mulch unit rate shall also include the application of 100 gallons/acre of asphalt emulsion or equal, to anchor the mulch.
- ***
 Limestone sand shall be 97% CaCO₃ 16 Mesh Limestone (Glass Factory Limestone) 0% shall be retained on No. 12 Mesh screen 20% maximum retained on No. 20 mesh screen and 20% maximum passing a No. 170 mesh screen. Price shall include delivery to the site.
- ***** Laborer item for handwork only. The minimum of \$25.00 is all that is acceptable.

 Note: Certified payroll submittal for each worker must reflect prevailing wage rate for that classification as per the specific county of the affected project.
- ****** The vacuum truck shall be capable of providing 420 cfm of suction and have a pressure discharge. Tank capacity shall be at least 1500 gallons.
- ****** The small jetter shall be capable of delivering 4 GPM at 3000 psi.

An equipment list shall be submitted and approved prior to any work taking place. All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

Labor for operating equipment and installing materials shall be incidental to each item.

Labor – The contractor shall pay the West Virginia State Department of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.

Certified Payrolls will be submitted to the WVDEP on each work directive.

GABIONS: Gabion shall consist of double-twisted wire mesh manufactured from zinc-coated steel wire conforming to ASTM A 641 Class 3 coating, soft tempter, which is zinc-coated before double twisted into mesh. Tensile strength of wire used for double twisted mesh, lacing wire and stiffeners

when tested in accordance with ASTM A 370 shall be in accordance with the requirements of ASTM A 641, A 809 and A 856/A 856M for soft tempter wire. The tensile strength of zinc-coated steel wire used for fasteners shall be in accordance with the requirements for ASTM A 764, Type A, B or C Table 2 or 3. The bid per each of gabion shall include the basket and all related materials, gabion rock, and labor to install the gabions.

PERMANENT FENCING: Permanent fencing shall consist of metal posts. Posts shall be a minimum of five feet in height. Non-electric fence shall use five (5) strands of barbed wire anchored to metal posts set fifteen (15) foot on centers. Price per foot shall include cost of materials and labor.

STRAW WATTLES: The wattles shall be twelve (12) inch diameter and consist of cylinders of compressed 100% agricultural straw and wrapped in photo degradable black synthetic netting and installed per manufacturer's recommendations.

SILT FENCE: Silt fence materials and installation shall meet all applicable requirements of Section 715.115 and 642.6 of the West Virginia Division of Highways Standard Specifications for Roads and Bridges, adopted 2000.

SUPER SILT FENCE: Super silt fence shall consist of chain link fence covered with filter cloth and installed on 2.5" diameter galvanized or aluminum posts, spaced 10' maximum apart. The fence shall be installed by trenching and removed as approved by the Engineer.

EROSION CONTROL MATTING: Matting shall be SC150 or equal and installed per manufacturer's recommendations.

CONCRETE JERSEY BARRIER: Barriers shall consist of twelve (12) foot long, twenty-four (24) inch base width, six (6) inch top width regular J-hook positive connection barriers.

STRUCTURAL CONCRETE: The cost per cubic yard shall include all labor costs for forming and all concrete mason costs for finishing the concrete.

ASPHALT: The asphalt shall conform to the general requirements of Section 401 of the VDOT-DOH Standard Specifications – Roads and Bridges. The asphalt to be used is "Wearing 1".

MINI EXCAVATOR: Mini excavator shall include rubber tracks and dirt blade. The hourly rate shall include the equipment and operator.

EQUIPMENT HOURLY RATES: All equipment hourly rates shall include the operator rates that apply to that piece of equipment. The only exception to this will be hand held equipment, which will be for the rate of the equipment only (chainsaw, weed eater, etc.).

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DEP15791

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:		
(Check the box next to each addendum rece	eived)	/
Addendum No. I		Addendum No. 6
Addendum No. 2		Addendum No. 7
Addendum No. 3		Addendum No. 8
Addendum No. 4		Addendum No. 9
Addendum No. 5		Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.



NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE: Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW: 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.
- 3. NON-FUNDING: All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
- 4. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS: This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION: The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES: Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
- 11. TAXES: The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such laxes.
- 12. RENEWAL: Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 16. 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 agency 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.
- 17. ANTITRUST: In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to 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 vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

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REQ COPY

TYPE NAME/ADDRESS HERE

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

Solicitation

NUMBER DEP15791

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET 304-558-8802

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304

304-926-0499

DATÉ PRINTED 06/18/2012

BID OPENING DATE:	07/12/	2012	BID	OPENING TIME 01	:30PM
LINE	QUANTITY	UOP CAT.	ITEM NUMBER	UNIT PRICE	ŻMOUNT.
		AD	DENDUM NO.6		
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	FOLLOWING IN		IFY VENDOR COMMU	NITTY OF THE	
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			10:07/12/2012	. AT 1130PM	
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SIGNATURE)	TELEPHONE	548-7004 DATE	10-20-17
THE DOLL	The second	bole !		ADDUESE CHANGES	TO DE MOTEN ABOVE

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

SOLICITATION NUMBER: DEP15788 Addendum Number: 6

.	Addendum Number: 6
	of this addendum is to modify the solicitation identified as ') to reflect the change(s) identified and described below.
Applicable A	ddendum Category:
	Modify bid opening date and time
	Modify specifications of product or service being sought
	Attachment of vendor questions and responses
	Attachment of pre-bid sign-in sheet
	Correction of error
	Other
Description of	of Modification to Solicitation: Northern Counties Maintenance Services

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKBUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
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- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, Including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convoy, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DEP15788

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Bornont Construction Supplies Ane
Company
Authorized Signature
7-17-12
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

DEP15791 ADDENDUM NO. 6

ADDITIONAL TERMS AND CONDITIONS

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of
the Division of Protective Services may require any service provider whose employees
are regularly employed on the grounds or in the buildings of the Capitol complex or who
have access to sensitive or critical information to submit to a fingerprint-based state and
federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

- 2. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.
 - a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.

- Notation that no subcontractors will be used if the bidder will perform the work
- b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- c. Substitution of Subcontractor. Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or, suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
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RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

RFONUMBER
DEP15791

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET 304-558-8802

B04-558

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE

CHARLESTON, WV

25304

304-926-0499

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- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

- Notation that no subcontractors will be used if the bidder will perform the work
- b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- c. Substitution of Subcontractor. Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
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DEP15791 ADDENDUM NO. 5

ADDITIONAL TERMS AND CONDITIONS

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of
the Division of Protective Services may require any service provider whose employees
are regularly employed on the grounds or in the buildings of the Capitol complex or who
have access to sensitive or critical information to submit to a fingerprint-based state and
federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

- 2. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.
 - a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

DEP15791

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

GUY NISBET

304-558-8802

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B FREIGHT TERMS 05/22/2012 **BID OPENING DATE:** 06/21/2012 BID OPENING TIME 01:30PM CAT. QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM NO.4 ADDENDUM ISSUED TO NOTIFY VENDOR COMMUNITY OF THE FOLLOWING INFORMATION. 1. BID OPENING CHANGED FROM: 05/24/2012 AT 1:30PM T0:06/21/2012 AT 1:30PM NO OTHER CHANGES. END OF ADDENDUM NO.4 0001 JB 962-73 SOUTHERN MAINTENANCE OPEN-END CONTRACT THIS IS THE END OF REQ DEP15791 ***** TOTAL: ***** SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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DATE PRINTED

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

Request for REQUIMBER Quotation

SHIP VIA

DEP15791

PAGE 1

FREIGHT TEAMS

ADDRESS CORRESPONDENCE TO ATTENTION OF GUY NISBET 3b4-558-8802

RFQ COPY TYPE NAME/ADDRESS HERE Bomont Construction+Supplies in P.O. Box10 Prucious, WU, 25164

TERMS OF SALE

ENVIRONMENTAL PROTECTION EPARTMENT OF DFFICE OF AML&R 501 57TH STREET SE CHARLESTON, WV 304-926-0499 25304

F.O.B,

04/19/2012 BID OPENING DATE: 01:30PM BID OPENING TIME 05/24/2012 CAT. AMOUNT UNIT PRICE ITEM NUMBER LINE QUANTITY UOP ADDENDUM NO.3 ADDENDUM ISSUED TO NOTIFY VENDOR COMMUNITY OF THE FOLLOWING INFORMATION. FROM: 04/24/2012 AT 1:30PM L, BID OPENING CHANGED TO: 05/24/2012 AT 1:30PM NO OTHER CHANGES END OF ADDENDUM NO.3 952-73 obol SOUTHERN MAINTENANCE OPEN-END CONTRACT 353,309.00 DEP15791 ***** TOTAL: THIS IS THE END OF RFQ **** SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 1-548-7004 ADDRESS CHANGES TO BE NOTED ABOVE TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

Bomont Const. & Supplies, Inc.

P.O. Box 10

Procious, WV 25164

Request for Quotation

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PAGE 1

ADDRESS CONHESPONDENCE TO ATTENTION OF:

GUY NISBET 804-558-8802

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

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304-926-0499

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P.O. Box 10

Procious, WV 25164

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

Bomont Const. & Supplies, Inc.

Request for BEQNUMBER DEP15791

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

duy NISBET 304-558-8802

ENVIRONMENTAL PROTECTION

DEPARTMENT OF OFFICE OF AML&R

601 57TH STREET SE

CHARLESTON, WV

25304

304-926-0499

F		C		
04/10/2012	RMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
BID OPENING DATE: 04/24/2	2012	BID (OPENING TIME 01	;30PM
LINE QUANTITY	UOP CAT.	ITEM NUMBER	UNIT PRICE	AMOUNT
	ADDEN	DUM NO.2		
ADDENDUM ISSU FOLLOWING INI		FY VENDOR COMMUN	ITY OF THE	
1. BID OPENIN TO: 04/24/201	G CHANGED 2 AT 1:30	FROM: 04/12/2012 M	AT 1:30PM	
2. TO ADD ADD	ENDUM ACKI	OWLEDGEMENT.		
EXHIBIT 10				
		REQUISITION N	O.: DEP15791	
ADDENDUM ACK	OWLEDGEMEN	${f T}$		
ADDENDUM(S) A	ND HAVE MA	CEIPT OF THE FOI DE THE NECESSARY OR SPECIFICATION	REVISIONS TO	
ADDENDUM NO.	S;			
NO. 1 3. 21	_	NO.7-7-9-12		
NO. 2 4-10	112			
NO. 3 .4-19	1-12			
NO. 4 .52.	2-12			
NO. 5 6-18	.IQ -13			
I UNDERSTAND	THAT FAIL	URE TO CONFIRM T	HE RECEIPT OF	
	SEF DE	VERSE SIDE FOR TERMS AND CO	NOITIONS	
STGNATURE ON A ON A	M 4	TELEPHONE	548-7004 DATE	21-10-12
THE DOLLAR TO	SS-07"	73825		B TO BE NOTED ABOVE
WHEN BESDONDING	TO DEC INCED	T NAME AND ADDRESS	IN SPACE ABOVE LABEL	ED 'VENDOD'

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

1. Awards will be made in the best interest of the State of West Virginia.

2. The State may accept or reject in part, or in whole, any bid.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division

and have paid the required \$125 fee.

- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable verify that the vendor is licensed and in good standing with the above entities. the director or
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and Interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



P.O. Box 10

Procious, WV 25164

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

Bomont Const. & Supplies, Inc.

Request for RFONUMBER DEP15791

PAGE 2

ADDRESS CORRESPONDENCE TO ATTENTION OF: GUY NISBET

304-558-8802

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

25304 304-926-0499

	SHIP VIÁ	FO.B	FREIGHT TERMS
04/10/2012			
BID OPENING DATE: 04/24/2012			:30PM
LINE QUANTITY UGP. GAT.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ADDENDUM(S) MAY E			
VENDOR MUST CLEARLY OF REPRESENTATION MADE OF CORAL DISCUSSION HELD AND ANY STATE PERSONN INFORMATION ISSUED IN SPECIFICATIONS BY AN	OR ASSUMED TO BE N BETWEEN VENDOR'S NEL IS NOT BINDING WRITING AND ADDR	ADE DURING ANY REPRESENTATIVES . ONLY THE D TO THE	
	Bala	GNATURE JONE	
	1	Constructions	Supplies, and
	H-10-1		
NOTE: THIS ADDENDUM AC	CKNOWLEDGEMENT SHO	ULD BE SUBMITTED	
REV. 09/21/2009			
D01 JB 1	962-73		
SOUTHERN MAINTENANCE C	PEN-END CONTRACT		
SEE I	REVERSE SIDE FOR TERMS AND CO	. Inate	11 10
Talana J. ones	TELEPHONE SOL	248-7004	4-10-12
President 155-D			S TO BE NOTED ABOVE
WHEN RESPONDING TO RFQ, INSE	RT NAME AND ADDRESS	IN SPACE ABOVE LABEL	ED 'VENDOR'

NUNDOR

11

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

Bomont Const. & Supplies, Inc.

P.O. Box 10

Procious, WV 25164

Request for _______REQUIRED Quotation

DEP15791

PAGE 3

ADDRESS CORRESPONDENCE TO ATTENTION OF: GUY NISBET 04-558-8802

ENVIRONMENTAL PROTECTION DEPARTMENT OF

OFFICE OF AML&R 601 57TH STREET SE

CHARLESTON, WV

25304 304-926-0499 FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. 04/10/2012 BID OPENING DATE: 04/24/2012 BID OPENING TIME 01:30PM CAT. UNIT PRICE LINE QUANTITY UOP ITEM NUMBER AMOUNT 353,3,09,00 THIS IS THE END OF RFO DEP15791 ***** TOTAL:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

<u>ones</u>:

TELEPHONE

ADDRESS CHANGES TO BE NOTED ABOVE 55-0773825 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Southern Maintenance DEP15791

Revised Contractor's Bid Sheet

Company Name: Bomont Construction & Supplies, Inc	2
Address: P.O. BOX 10	
Procious, WU. 25164	

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

		г			
ITEM NO.	OUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
	·	**************************************			
0000000	500	mile	Mobilization & Demobilization**	7.00	3 500.00
2	100		D-3 Catepillar Dozer or equal	125.00	12,500.00
3	100		D-6 Catepillar Dozer or equal	150.00	15,000.00
4	100	hour	John Deere 510 Backhoe/Londer or equal	125,00	12,500,00
5	100		215 Catepillar Excavator/Backhoe or equal	150.00	15,000,00
6	20		Cat 303 mini excavator or equal	100.00	2,000,00
7	20		Skid Steerer (Bobent) or equal	100.00	2,000.00
8	70		Tandom Dump Truck (10 cy capacity)*1	95.00	6,650,00
9-	20		Single Axel Dump (10 ton capacity)	85,00	1,700.00
10	20	hour	Articulated Truck (14.5 ey capacity)	150.00	3,000,00
	50	hour	Sewer Cleaning Truck*2	200,00	10,000,00
12	70	cubic yard	Grout (1 part cement & 3 parts soud + water for consistancy	195,00	
13	20	acre	Seed Mixture-per acre rate (15 lbs. Annual ryegiass-40 lbs. Orchard Grass-15 lbs. Birdsfoot Trefoil (Substitute 15 lbs. Crown Vetch in steep or slide prone areas) Yard Mix Seed Mixture45 lb. Red Fescue90 lb. Kentucky Bluegrass70 lb. Merton Bluegrass20 lb.	250.00	5,000.00
14	5,000	square foot	Annual Ryc*(use annual rye only in mixtures seeded after August 1 and before May 15).	1.95	9,750.00
15	100	ton	Agriculture Lime	85.00	8,500,00
16	20	lon	Fertilizer 10-20-10	750,00	
17	20	ton	Straw Mulch*** Sediment & Erosion Control	400.00	8,000.00
18	000	linear foot	Straw Wattles	15,00	3,000,00
18a	200		Silt Fence	6.50	3,250.00
18b	500	linear foot	Super Silt Fence	11,75	5,875,00
18c	500	linear foot	Erosion Control Matting	6,50	1950,00
18d	300	Square yard	Wood Cellulose Fiber Mulch	550,00	7 7
19	10	ton	Limestone Sand***	100.00	
20	200	lon		50.00	
21	200	ton	18" RipRap (Sandstone or Limestone)	40.00	1 01.
22	200	ton	#57 River Gravel/Sandstone	40.00	
23	200	ton	1-1/2" Crusher Run Stone	975	- 10-
24	200	linear foot	8" ADS Pipe (Perforated or Solid)	9.75	1950,00
25	200	linear foot	8" SDR 35 PVC Pipe	1,15	1-1-10101

- * The quantities are applied for bidding purposes only; actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
- * Trucks are for on site haulage only. No payment will be made for truck hours used hauling materials to the site. Delivery costs should be included in the unit cost associated with the materials.
- *2 The sewer cleaning truck shall be capable of delivering 55 GPM at 2000 PSI. The truck shall have a minimum of 500 feet of one inch I.D. hose capable of operating at 2000 PSI with a burst pressure of 5000 pounds.
- ** This item is intended for mobilization and demobilization of equipment only; all other costs will be incidental to the other items.
- *** Straw mulch unit rate shall also include the application of 100 gallons/acre of asphalt emulsion or equal, to anchor the mulch.
- Limestone sand shall be 97% CaCO₃ 16 Mesh Limestone (Glass Factory Limestone) 0% shall be retained on No. 12 Mesh screen 20% maximum retained on No. 20 mesh screen and 20% maximum passing a No. 170 mesh screen. Price shall include delivery to the site.
- ***** Laborer item for handwork only. The minimum of \$25.00 is all that is acceptable.

 Note: Certified payroll submittal for each worker must reflect prevailing wage rate for that classification as per the specific county of the affected project.
- *****

 The vacuum truck shall be capable of providing 420 cfm of suction and have a pressure discharge. Tank capacity shall be at least 1500 gallons.
- ****** The small jetter shall be capable of delivering 4 GPM at 3000 psi.

An equipment list shall be submitted and approved prior to any work taking place. All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

Labor for operating equipment and installing materials shall be incidental to each item.

Labor - The contractor shall pay the West Virginia State Department of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.

Certified Payrolls will be submitted to the WVDEP on each work directive.

GABIONS: Gabion shall consist of double-twisted wire mesh manufactured from zinc-coated steel wire conforming to ASTM A 641 Class 3 coating, soft tempter, which is zinc-coated before double twisted into mesh. Tensile strength of wire used for double twisted mesh, lacing wire and stiffeners

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

Southern Maintenance DEP15791

Revised Contractor's Bid Sheet - Page 2

26	100	linear foot	12" SDR 35 PVC Pipe	21.00	2,100.00
27	100	linear foot	15" SDR 35 PVC Pipe	23.00	2,300,00
28	500	linear foot	18" Hancor HI-Q Sur-Lok pipe or equal	28,00	14,000,00
29	500	linear foot	24" Hancor HI-Q Sur-Lok pipe or equal	33.00	16500,00
30	500	linear foot	36" Hancor HI-Q Sur-Lok pipe or equal	64.00	32,000.00
31	2.017	***************************************	Pilter Pabric		
31a	200	linear foot	Filter Fubric - Dupont Typar 3401 or equal	2.50	500.00
316	200	linear foot	Filter Fabric - LinQ GTF400EO or equal for underdrain	3,50	700.00
32	100	linear foot	Permanent Fencing	85.00	8,500,00
-32	100	mica not	T CTIMILETY T STISTING		
33	3	each	Access Gate - 16 foot heavy guage round tubular farm gate	450.00	1,350.00
			Type "A" Manhole - As per DOH Standard Detail Ref Sheet		
34	6	linear height	DR7-A.	425.00	2,550.00
			Type "G" Drop Inlet with grate - As per DOH Standard Detail		
35a	3	ench	Ref Sheet DR6-G.	498.00	1,494,00
356	5	each	Type I Urban Grate only	550.00	2,750.00
36	5	each	8" SDR 35 PVC Pipe Clean-out	300,00	1.500,00
37	5	each	12" SDR 35 PVC Pipe Clean-out	350,00	1,750,00
38	50	hour	Vacenum Truck*****	200.00	10,000,00
39	10	each	Gabions (3'x3'x6' zinc-coated basket)	365.00	3650.00
40	5	each	Concrete Jersey Barrier	600.00	3,000,00
41	20	cubic yard	3000 psi Structural Concrete	195,00	3,900.00
42	10	hag	Soda Ash Briquette 50# bags	50,00	500,00
13	20	hour	2" Water Pump	30,00	600,00
44	20	hour	6" Water Pump	125.00	2,500.00
45	40	hour	Small Jetter*****	200.00	8,000,00
46	20	hour	Chain Saw (20" bar)	30,00	600,00
46	20	hour	Weed Eater with Brush Blade	30,00	600.00
48	5	gallon	Roundup Vegetation Killer	150,00	750,00
49	50	square yard	Asphalt Wearing Course Material	225.00	11,250,00
	20	hour	Hydraulic Excavator Hammer (4000#)	85,00	1,700.00
50	20	hour	Laborer 1*****	85,00	
	20	liour	Laborer (1****	84,00	1,680.00
52		-	Laborer III *****	83.00	1.660.00
53	20	hour 	I SHOULD THE		
				000000000000000000000000000000000000000	
****			<u> </u>	△	353,309.0
*****	***************************************		TOTAL	100000000000000000000000000000000000000	mashallo

EXHIBIT 10

REQUISITION NO.: DEP 1.57.9.

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 13-26-12

NO.7-7-9-12

NO. 2 4-10-12

NO.34-19-12

NO 45-22-12

NO. 5 6-6-12

NO.6-6-18-12
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

SIGNATURE

Domont Construction + Supplies, Inc.

4-10-12 DATE

REV. 11/96



May 22, 2012

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

TO WHOM IT MAY CONCERN:

This letter of credit for Bomont Construction and Supplies, Inc. is in lieu of the \$5000.00 Bid Bond for Southern Maintenance DEP 15791. We guarantee that funds are available if bid is accepted.

Any questions may be referred to me at 304-587-4221

Sincerely,

J. Gregory Gency, President



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

STATE OF WU.

THE BID.

COUNTY OF Clay, TO-WIT:
I, Barbara J. Jones , after being first duly sworn, depose and state as follows:
1. I am an employee of Bomont Construction & Supplies and, (Company Name)
2. I do hereby attest that Bomont Construction & Supplies, Inc. (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.
The above statements are sworn to under the penalty of perjury.
Bornont Construction & Supplies, Inc (Company Name) By: Parlara Jones Title: President
Date: <u>5-23-12</u>
Taken, subscribed and sworn to before me this 23 day of $May 20/2$
By commission exploricial seating ust 2, 2020 LINDA F. BARNHOUSE NOTARY PUBLIC STATE OF WEST VIRIGINIA 2 Main Street Cleorderin, WV 25045 My Commission Expres Aug. 2, 2020 (Notary Public)
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE
A SEXPANTE WITH THE RID SHALL RESULT IN DISOUALIFICATION OF

Rev March 2009

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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.

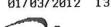
"Debtor" means any individual, corporation, partnership, association, limited flability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality 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 exceed five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE
Vendor's Name: Pomont Construction & Supplies, Inc.
Vendor's Name: Bonont Construction & Supplies, Inc., Authorized Signature: Borbara J. Jones Date: 5-23-12
State of West Virginia
County of Kanawha, to-wit:
Taken, subscribed, and sworn to before me this $\frac{23}{2}$ day of $\frac{20}{2}$, $\frac{20}{2}$
My Commission expires Ququ5t 2 , 2020
1) R
AFFIX SEAL HERE NOTARY PUBLIC SINCE SARA BORN HOUSE
OFFICIAL SEAL LINDA F. BARNHOUSE

STATE OF WEST VIRGINIA 2 Main Street Clendenin, WV 25045



CORD

CERTIFICATE OF LIABILITY INSURANCE

PAGE 01/02 DATE (MWDD/YYYY)

1/3/2012

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

304-345-0762

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in Neu of such endorsement(s).

CONTACT
NAME:
PHONE
(AC. No. Est): (304) 345-0760

E-MAIL
E-MAIL PRODUCER [AC, No): (304) 345-0762 FICON-BUSH INS AGENCY INC 43 MacCorkle Ave 5W South Charleston, WV 25303 NAIC# INSURER(S) AFFORDING COVERAGE INSURERA: Ullico Casualty Company Bomont Construction & Supplies, Inc. INSURER B: INSURED INSURER C: WSURER D : PO Box 10 Procious, WV 25164 MOURER E: (304) 548-7004 INSURER F

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

NSR LTR	TYPE OF INSURANCE	ADOL REM	SVEN	POLICY NUMBER	POLICY EFF (MWDD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ***X** COMMERCIAL GENERAL LIABILITY ***CLAIMS-MADE ***X*** OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ***X** POLICY PRO: LOC	Ā	¥	·	12/19/11	12/19/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E0 OCCURROCO) \$ 100,000 MED EXP (Any pane person) \$ 5,000 PERSONAL 6 ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIMBILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X AUTOS X AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS	¥	¥	CPU0002727 01	12/19/11	12/19/12	COMBINED SINGLE LIMIT 3 1,000,000 (E8 sociedal) 3 1,000,000 BODILY INJURY (Per person) \$ PROPERTY DAMAGE 3 (Per eccision) 3
A	EXCESS LIAB CLAMS-MADE DED X RETENTIONS 10,000	¥	¥	UMU0002728 01	12/19/11	12/19/12	AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORPARTNERSECUTIVE OFFICENMEMORE EXCLUSED' WANDERSEY IS (NI) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCS-113675-01	12/19/11	12/19/12	WCSTATU- OTH- ER
	CRIPTION OF OPERATIONS / LOCATIONS / VEHI	CLES	(Atter	ACORD 101. Additional Remarks Schedul	e, If more space t	a uacin/unq)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC

CER	TIF	CAT	E	HO	DER

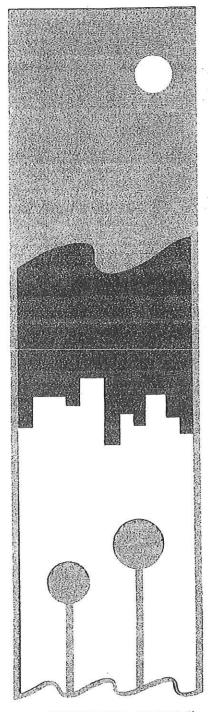
WV DIVISION OF ENVIRONMENT PROTECTION OFFICE OF SPECIAL RECLAMATION 601 57TH STREET CHARLESTON, WV 25304

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WEST VIRGINIA CONTRACTOR LICENSING BOARD

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV031168

Classification:

EXCAVATION

BOMONT CONSTRUCTION & SUPPLIES INC DBA BOMONT CONSTRUCTION & SUPPLIES INC PO BOX 10 PROCIOUS, WV 25164

Date Issued

Expiration Date

MAY 25, 2012

MAY 25, 2013

Authorized Company Signature

Chair West Virginia Contractor

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.



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

Bomont Const. & Supplies, Inc.

P.O. Box 10

Procious, WV 25164

Request for | Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET

304-558-8802

ENVIRONMENTAL PROTECTION DEPARTMENT OF

OFFICE OF AML&R 601 57TH STREET SE

CHARLESTON, WV

304-926-0499 25304

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

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division, Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

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GUY NISBET 304-558-8802

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

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE

CHARLESTON, WV

304-926-0499

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

Bomont Const. & Supplies, Inc.

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CHARLESTON, WV

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



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

Request for ______ Quotation

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

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OFFICE OF AML&R

601 57TH STREET SE

CHARLESTON, WV

304-926-0499 25304

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

Request for | Quotation

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CONTRACT

FOR

ABANDONED MINE LAND SITES

MAINTENANCE SERVICES

SOUTHERN COUNTIES

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ABANDONED MINE LANDS & RECLAMATION 601 57TH ST., SE

CHARLESTON, WEST VIRGINIA 25304-2345
TELEPHONE 304-926-0485

This is an Open End Contract and

Maximum Project Expenditures
Shall not exceed \$25,000 per project

CONTRACTURAL INFORMATION & REQUIREMENTS

Article 1 - Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services for all of the scope of work required in this contract.

Article 2 - Location of Work - South

The area of work shall include the Southern Counties of West Virginia. The counties listed below are the coal producing counties.

1.	Webster	11.	Cabell
2.	Putnam	12.	Kanawha
3.	Clay	13.	Nicholas
4.	Greenbrier	14.	Fayette
5.	Summers	15.	Mercer
6.	Raleigh	16.	Wyoming
7.	McDowell	17.	Mingo
8.	Logan	18.	Boone
9.	Lincoln	19.	Wayne
10.	Roane	20.	Mason

Article 3 - Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Abandoned Mine Lands & Reclamation (AML&R)" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands & Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word "Contractor" refers to the person or company contracting with the State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.

F. The word "Director" is used to mean the Assistant Director of the Office of Abandoned Mine Lands and Reclamation, West Virginia Department of Environmental Protection and shall be considered to be the State's authorized representative.

Article 4 - Ordering Procedures

- A. This is an open-end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract. Work shall be commenced within seven (7) days of issuance of the notice to proceed.
- B. Work will be ordered by the Assistant Director or his representative, for the Office of Abandoned Mine Lands & Reclamation, West Virginia Department of Environmental Protection by issuance of a notice to proceed, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate. No work shall be performed until a notice to proceed has been issued by the State.

Article 5 - Delivery

- A. The contractor shall complete the specified maintenance work in accordance with each notice to proceed. The contractor shall give an invoice (form provided by AML&R) to the Director or his representative upon completion of each notice to proceed. The contractor shall provide documentation for hours worked, materials and wages paid.
- B. Final inspection of each notice to proceed (project) will be made by the Director or his authorized representative and will be held approximately one (1) month after receiving the completion notification from the contractor.
- C. Acceptance criteria will be based on all work being completed as requested in the notice to proceed. In addition, where revegetation is specified, a hardy stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.

Article 6 - General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project.

- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative, such inspection will, among other things ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the notice to proceed, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety regulations pertinent to the work.

Article 7 - Costs and Payments

- A. Payment to the contract will be made on the following basis:
 - 1. Unit Pricing

<u>Item</u> – As directed by the State in specific notice to proceed.

Quantity – As agreed to prior to issuing a Notice to Proceed.

The quantity of hours shall be the actual hours the equipment is operated on the project.

Unit Price - As provided by the Offeror in the proposal.

B. The contractor shall invoice the division after completion of work specified in the notice to proceed; final inspection has been made; and the work is accepted by the division. All invoices shall show the quantities and unit prices approved in the cost estimate for the notice to proceed. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate.

Article 8 - Changes in the Contract

- A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, all such changes in the work shall be authorized by a change order, a change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:
 - 1) By mutual acceptance of a lump sum properly documented (itemized)
 - 2) By unit prices (negotiated)

when tested in accordance with ASTM A 370 shall be in accordance with the requirements of ASTM A 641, A 809 and A 856/A 856M for soft tempter wire. The tensile strength of zinc-coated steel wire used for fasteners shall be in accordance with the requirements for ASTM A 764, Type A, B or C Table 2 or 3. The bid per each of gabion shall include the basket and all related materials, gabion rock, and labor to install the gabions.

PERMANENT FENCING: Permanent fencing shall consist of metal posts. Posts shall be a minimum of five feet in height. Non-electric fence shall use five (5) strands of barbed wire anchored to metal posts set fifteen (15) foot on centers. Price per foot shall include cost of materials and labor.

STRAW WATTLES: The wattles shall be twelve (12) inch diameter and consist of cylinders of compressed 100% agricultural straw and wrapped in photo degradable black synthetic netting and installed per manufacturer's recommendations.

SILT FENCE: Silt fence materials and installation shall meet all applicable requirements of Section 715.115 and 642.6 of the West Virginia Division of Highways Standard Specifications for Roads and Bridges, adopted 2000.

SUPER SILT FENCE: Super silt fence shall consist of chain link fence covered with filter cloth and installed on 2.5" diameter galvanized or aluminum posts, spaced 10' maximum apart. The fence shall be installed by trenching and removed as approved by the Engineer.

EROSION CONTROL MATTING: Matting shall be SC150 or equal and installed per manufacturer's recommendations.

CONCRETE JERSEY BARRIER: Barriers shall consist of twelve (12) foot long, twenty-four (24) inch base width, six (6) inch top width regular J-hook positive connection barriers.

STRUCTURAL CONCRETE: The cost per cubic yard shall include all labor costs for forming and all concrete mason costs for finishing the concrete.

ASPHALT: The asphalt shall conform to the general requirements of Section 401 of the VDOT-DOH Standard Specifications – Roads and Bridges. The asphalt to be used is "Wearing 1".

MINI EXCAVATOR: Mini excavator shall include rubber tracks and dirt blade. The hourly rate shall include the equipment and operator.

EQUIPMENT HOURLY RATES: All equipment hourly rates shall include the operator rates that apply to that piece of equipment. The only exception to this will be hand held equipment, which will be for the rate of the equipment only (chainsaw, weed eater, etc.).



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

Request for

REO NUMBER DEP15791

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

ADDRESS CHANGES TO BE NOTED ABOVE

GUY NISBET 304-558-8802

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

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

SHIP VIA FREIGHT TERMS DATE PRINTED TERMS OF SALE F.O.B. 02/26/2012 BID OPENING DATE: 03/27/2012 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP UNIT PRICE **AMOUNT** ITEM NUMBER NO. d 0001 JB 962-73 SOUTHERN MAINTENANCE OPEN-END CONTRACT REQUEST FOR QUOTATION MAINTENANCE SERVICES - SOUTHERN COUNTIES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DEPARTMENT OF ENVIROMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS AND RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE MAINTENANCE SERVICES FOR ABANDONED MINE LAND PROJECTS IN THE SOUTHERN COUNTIES OF WEST VIRGINIA. MAINTENANCE MAY BE REQUIRED UPON THE COMPLETION OF A RECLAMATION PROJECT, PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS AND CONDITIONS, AND THE ATTACHED BID SCHEDULE. MAXIMUM PROJECT EXPENDITURES SHALL NOT EXCEED: \$25,000.00 PER PROJECT. 2012 MåR 27 PM 1: 17 SERVICES SHALL INCLUDE, BUT NOT BE LIMITED TO, MINOR REGRADING AND REVEGETATION OF PROBLEM AREAS ON THE WY FURCHAS LO PROJECT SITE DIVISION EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE

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



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

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

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET 304-558-8802

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

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304

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Procious, WV 25164

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

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1 Bomont Const. & Supplies, Inc.

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE

CHARLESTON, WV

304-926-0499 25304

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State of West Virginia
Department of Administration
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2019 Washington Street East
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Request for Quotation

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

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State of West Virginia Department of Administration
Purchasing Division
2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0120

Bomont Const. & Supplies, Inc.

P.O. Box 10

Procious, WV 25164

Request for Quotation

RFO NUMBER DEP15791

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET 304-558-8802

ENVIRONMENTAL PROTECTION SHIP DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE

CHARLESTON, WV

304-926-0499 25304

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

Request for Quotation

RFO NUMBER
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V E N D O R

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

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304
304-926-0499

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 02/26/2012 BID OPENING DATE: 03/27/2012 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE **AMOUNT** A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: GN-23 REQ. NO.: DEP15791 BID OPENING DATE: 3/27/2012 BID OPENING TIME: 1:30PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304 548-7133 PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Barbara 1, Jones ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130

Bomont Const. & Supplies, Inc.

P.O. Box 10

Procious, WV 25164

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ADDRESS CORRESPONDENCE	TO ATTENTION OF:

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE

CHARLESTON, WV

304-926-0499

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9.	Lincoln	19.	Wayne
10.	Roane	20.	Mason

Article 3 – Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Abandoned Mine Lands & Reclamation (AML&R)" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands & Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C: The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word "Contractor" refers to the person or company contracting with the State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.

CONTRACT

FOR

ABANDONED MINE LAND SITES

MAINTENANCE SERVICES

SOUTHERN COUNTIES

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ABANDONED MINE LANDS & RECLAMATION 601 57TH ST., SE CHARLESTON, WEST VIRGINIA 25304-2345 TELEPHONE 304-926-0485

This is an Open End Contract and

Maximum Project Expenditures
Shall not exceed \$25,000 per project

RFQ No. DEP15791

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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 exceed five percent of the total contract amount.

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

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

Vendor's Name: Construction & Supplies And Authorized Signature: Parle of Date: 3-27-12 State of County of Clay , to-wit: Taken, subscribed, and sworn to before me this 27 day of March , 2012. My Commission expires Tanuary 19 , 2015. AFFIX SEAL HERE NOTARY PUBLIC Mathe K Mille



Rev March 2009



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

STATE OF WU
COUNTY OF Clay , TO-WIT:
I, Parland fores, after being first duly sworn, depose and state as follows:
1. I am an employee of Soment Construction Dupoles and, (Company Name)
2. I do hereby attest that Bonnet Construction & Supplies, Inc. (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.
The above statements are sworn to under the penalty of perjury.
By: Parbaca Jones Title: President
Date: 3-27-13
Taken, subscribed and sworn to before me this 27 day of $Marc/2012$
By Commission expires was a 19, 2015 NOTARY PUBLIC STATE OF WEST VIRGINIA MARTHA K. MILLER P. O. Box 239 – 150 Main St. Clay, WV 25043 My Commission Expires Jan. 19, 2015 My Commission Expires Jan. 19, 2015
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.

Agency___ REQ.P.O#_

	BID BOND
KNOW ALL MEN BY THESE PRESEN	'S, That we, the undersigned,
of	as Principal, and
of	, a corporation organized and existing under the laws of the State of
with its principal office in the (ity of, as Surety, are held and firmly bound unto the State
of West Virginia as Oblige in the penal sum of	(\$) for the payment of which,
well and truly to be made, we jointly and several	y bind ourselves, our heirs, administrators, executors, successors and assigns.
The Condition of the above obligation i Department of Administration a certain bid or pr	s such that whereas the Principal has submitted to the Purchasing Section of the oposal, attached hereto and made a part hereof, to enter into a contract in writing for
NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the said bid shall be accepted by the said bid shall be accepted and the said bid shall be accepted by the said bid shall be accepted by the said bid shall be accepted by the said bid shall be accepted by the said bid shall be accepted by the said bid shall be accepted by the said bid shall be accepted by the said bid shall be accepted by the said bid shall be accepted by the said bid shall be accepted by the said bid shall be accepted by the said bid shall be accepted by the said bid shall be accepted by the sai	ne Principal shall enter into a contract in accordance with the bid or proposal attached
agreement created by the acceptance of said by force and effect. It is expressly understood and exceed the penal amount of this obligation as he	surance required by the bid or proposal, and shall in all other respects perform the d, then this obligation shall be null and void, otherwise this obligation shall remain in full agreed that the liability of the Surety for any and all claims hereunder shall, in no event, erein stated. The eby stipulates and agrees that the obligations of said Surety and its bond shall be in no et time within which the Oblige may accept such bid, and said Surety does hereby waive
IN WITNESS WHEREOF Principal a	nd Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their cornorate seals to be affixed	hereunto and these presents to be signed by their proper officers, this
day of,	
Principal Corporate Seal	(Name of Principal)
	D.:
	By(Must be President or Vice President)
	(Title)
Surety Corporate Seal	(Name of Surety)
	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.

BID BOND PREPARATION INSTRUCTIONS

(A)

(C)

(D)

(E) (F)

(G)

(H)

(1)

(J) (K)

(L)

(M)

(N)

(O)

(P)

(Q)

(R)

(S)

(T)

(U) (V)

(W)

NOTE:

WV State Agency

right corner of page #1)

Surety Corporate Name

City, Location of Surety

State, Location of Surety

this line in words.

Day of the month

Name of Corporation

Title of person signing

Corporate Name of Surety

Month

President

Surety

bond.

Year

State of Surety Incorporation City of Surety Incorporation

Amount of bond in figures

Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on

Brief Description of scope of work

Raised Corporate Seal of Principal

Signature of President or Vice

Raised Corporate Seal of Surety

Signature of Attorney in Fact of the

Dated, Power of Attorney with Raised Surety Seal must accompany this bid

Your Company Name

(Stated on Page I "Spending Unit") Request for Quotation Number (upper

City, Location of your Company State, Location of your Company

	AGENCY(A)
	RFQ/RFP#(B)
Bid Bo	nd
KNOW ALL MEN BY THESE PI	RESENTS. That we the undersigned
(C)of(D) (E)
as Principal, and(F)	
(H) , a corporation o	rganized and existing under the laws
of the State of with its	s principal office in the City of
of West Vivginia as Obligan in the great	eld and firmly bound unto The State
of West Virginia, as Obligee, in the penal si (\$) for the paymen	t of which well and trade to be and to
we jointly and severally bind ourselves, our	heirs administrators executors
successors and assigns.	nens, administrators, executors,
	tion is such that whereas the Principal
has submitted to the Purchasing Section of	the Department of Administration
a certain bid or proposal, attached hereto an	d made a part hereof to enter into a
contract in writing for	
(M)	
NOW THEREFORE	
NOW THEREFORE.	
(a) If said bid shall be rejected, or	od the Duinning I shall so the income
(b) If said bid shall be accepted an contract in accordance with the bid or proportion	and attached boyets and shall forwish
any other bonds and insurance required by	the hid or proposal, and shall in all
other respects perform the agreement create	d by the acceptance of said hid then
this obligation shall be null and void, others	vise this obligation shall remain in ful
force and effect. It is expressly understood	and agreed that the liability of the
Surety for any and all claims hereunder sha	II, in no event, exceed the nenal
amount of this obligation as herein stated	so Production and American Control of the Control o
The Surety for value received, her	eby stipulates and agrees that the
obligations of said Surety and its bond shall	be in no way impaired or affected by
any extension of time within which the Obl	igee may accept such bid: and said
Surety does hereby waive notice of any suc	h extension.
IN WITNESS WHEREOF, Princip	oal and Surety have hereunto set their
hands and seals, and such of them as are co	rporations have caused their corporate
seals to be affixed hereto and these presents	to be signed by their proper officers,
this (N) day of (O)	_, 20 <u>(P)</u>
Principal Corporate Seal	(Q)
Timespat Corporate Scal	(Name of Principal)
(R)	By(S)
()	(Must be President or
	Vice President)
	(T)
	Title
(U)	ud sectoralization
Surety Corporate Seal	(V)
	(Name of Surety)

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

(W)_ Attorney-in-Fact Bomont Const. & Supplies, Inc. P.O. Box 10 Procious, WV 25164

OUTHERN MAINTENANCE DEP15791

Contractor's Bid Sheet Page 2

26	100	linear foot	12" SDR 35 PVC Pipe	21	2100
27	100	linear foot	15" SDR 35 PVC Pipe	a. 23	2300
28	500	linear foot	18" Hancor HI-Q Sur-Lok pipe or equal	26	13000
29	500	linear foot	24" Hancor Hi-Q Sur-Lok pipe or equal	.23	16500
30	500	linear foot	36" Hancor HI-Q Sur-Lok pipe or equal	64	32000
31			Filter Fabric		<u> </u>
31a	200	linear foot	Filter Fabric - Dupont Typar 3401 or equal	5,25	1050
31b	200	linear foot	Filter Fabric - LinQ GTF400EO or equal for underdrain	6,50	1300
32	100	linear foot	Permanent Fencing		
33	3	each	Access Gate - 16 foot heavy guage round tubular farm gate	250	250
			Type "A" Manhole - As per DOH Standard Detail Ref Sheet		
34	6	linear height		750	4500
			Type "G" Drop Inlet with grate - As per DOH Standard Detail		
35a	3	each	Ref Sheet DR6-G.	675	2025
35b	5	each	Type I Urban Grate only	495	2475
36	5	each	8" SDR 35 PVC Pipe Clean-out	.395	1975
37	5	each	12" SDR 35 PVC Pipe Clean-out	450	2250
38	50	hour	Vaccuum Truck*****	200	10 000
39	10	each	Gabions (3'x3'x6' zinc-coated basket)	160	1600
40	5.	each	Concrete Jersey Barrier	600	3000
41		cubic yard	3000 psi Structural Concrete	550	550
42	10	bag	Soda Ash Briquette 50# bags	5.9	500
43	- 20	hour	2" Water Pump	,35	700
44	20	hour	6" Water Pump	125	2500
45	40	hour	Small Jetter*****	300	8000
46	20	hour	Chain Saw (20" bar)	30_	600
47	20	hour	Weed Eater with Brush Blade	130	600
48	5	gallon	Roundup Vegetation Killer	150	750
49	50	square yard	Asphalt Wearing Course Material	125	6250
50	20	hour	Hydraulic Excavator Hammer (4000#)	115	2300
51	20	hour	Laborer I****	85	1700
52	20	hour	Laborer II****	.84	1680
53	20	hour	Laborer III****	73	1660
				51-7	
OCCOSCO	***************************************	***************************************	TOTAL 336 990.00	*************************************	336,990,0

SOUTHERN MAINTENANCE

DEP15791

Contractor's Bid Sheet

Company Name:		-
Address:	Bomont Const. & Supplies, Inc. P.O. Box 10 Procious, WV 25164	
0.000		

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

ITEM		I D HT	DESCRIPTION	UNIT PRICE	AMOUNT
NO.	QUANTITY	UNIT	DESCRIPTION	WWW.WWW	
*****	*************	***************************************	A A District Control of the Control	## 6 (b)	3500
1	500		Mobilization & Demobilization**	7,60	12500
2	100		D-3 Catepillar Dozer or equal	125	15000
3	100		D-6 Catepillar Dozer or equal	150	
4	100	22.20.20	John Deere 510 Backhoe/Loader or equal	125	12500
5	100		215 Catepillar Excavator/Backhoe or equal	150	15000
6	20		Cat 303 mini excavator or equal	100	2.000
7	20		Skid Steerer (Bobcat) or equal	100	2.000
8	70		Tandum Dump Truck (10 cy capacity)*1	100	2000
9	20	hour	Single Axel Dump (10 ton capacity)	85	1700
10	20	hour	Articulated Truck (14.5 cy capacity)	150	3000
11	50	hour	Sewer Cleaning Truck*2	200	10 600
12	70	cubic yard	Grout (1 part cement & 3 parts sand + water for consistancy	195	13650
13	20	acre	Seed Mixture-per acre rate (15 lbs. Annual ryegrass-40 lbs. Orchard Grass-15 lbs. Birdsfoot Trefoil (Substitute 15 lbs. Crown Vetch in steep or slide prone areas)	250	5000
14	5,000	square foot	Yard Mix Seed Mixture45 lb. Red Fescue90 lb. Kentucky Bluegrass70 lb. Merlon Bluegrass20 lb. Annual Rye*(use annual rye only in mixtures seeded after August 1 and before May 15).	1.95	9750
15	100	ton	Agriculture Lime	85	8500
16	20	ton	Fertilizer 10-20-10	7.50	15000
17	20	ton	Straw Mulch***	400	8000
18		***************************************	Sediment & Erosion Control		
18a	200	linear foot	Straw Wattles	10,00	2000
18b	500	linear foot	Silt Fence	6,50	3250
18c	500	linear foot	Super Silt Fence	11.75	5875
18d	300	Square yard	Erosion Control Matting	20	6000
19	10	ton	Wood Cellulose Fiber Mulch	550	5500
20	200	ton	Limestone Sand*** ₁	125	25000
21	200	ton	18" RipRap (Sandstone or Limestone)	55	11000
22	200	ton	#57 River Gravel/Sandstone	45	9000
22	200	ton	1-1/2" Crusher Run Stone	40	8000
22	200	TOIL		9.25	
23 24	200	linear foot	8" ADS Pipe (Perforated or Solid)	7,00	1950

when tested in accordance with ASTM A 370 shall be in accordance with the requirements of ASTM A 641, A 809 and A 856/A 856M for soft tempter wire. The tensile strength of zinc-coated steel wire used for fasteners shall be in accordance with the requirements for ASTM A 764, Type A, B or C Table 2 or 3. The bid per each of gabion shall include the basket and all related materials, gabion rock, and labor to install the gabions.

PERMANENT FENCING: Permanent fencing shall consist of metal posts. Posts shall be a minimum of five feet in height. Non-electric fence shall use five (5) strands of barbed wire anchored to metal posts set fifteen (15) foot on centers. Price per foot shall include cost of materials and labor.

STRAW WATTLES: The wattles shall be twelve (12) inch diameter and consist of cylinders of compressed 100% agricultural straw and wrapped in photo degradable black synthetic netting and installed per manufacturer's recommendations.

SILT FENCE: Silt fence materials and installation shall meet all applicable requirements of Section 715.115 and 642.6 of the West Virginia Division of Highways Standard Specifications for Roads and Bridges, adopted 2000.

SUPER SILT FENCE: Super silt fence shall consist of chain link fence covered with filter cloth and installed on 2.5" diameter galvanized or aluminum posts, spaced 10' maximum apart. The fence shall be installed by trenching and removed as approved by the Engineer.

EROSION CONTROL MATTING: Matting shall be SC150 or equal and installed per manufacturer's recommendations.

CONCRETE JERSEY BARRIER: Barriers shall consist of twelve (12) foot long, twenty-four (24) inch base width, six (6) inch top width regular J-hook positive connection barriers.

STRUCTURAL CONCRETE: The cost per cubic yard shall include all labor costs for forming and all concrete mason costs for finishing the concrete.

ASPHALT: The asphalt shall conform to the general requirements of Section 401 of the VDOT-DOH Standard Specifications – Roads and Bridges. The asphalt to be used is "Wearing 1".

MINI EXCAVATOR: Mini excavator shall include rubber tracks and dirt blade. The hourly rate shall include the equipment and operator.

EQUIPMENT HOURLY RATES: All equipment hourly rates shall include the operator rates that apply to that piece of equipment. The only exception to this will be hand held equipment, which will be for the rate of the equipment only (chainsaw, weed eater, etc.).

- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative, such inspection will, among other things ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the notice to proceed, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety regulations pertinent to the work.

Article 7 – Costs and Payments

- A. Payment to the contract will be made on the following basis:
 - 1. Unit Pricing

<u>Item</u> – As directed by the State in specific notice to proceed.

Quantity – As agreed to prior to issuing a Notice to Proceed.

The quantity of hours shall be the actual hours the equipment is operated on the project.

<u>Unit Price</u> - As provided by the Offeror in the proposal.

B. The contractor shall invoice the division after completion of work specified in the notice to proceed; final inspection has been made; and the work is accepted by the division. All invoices shall show the quantities and unit prices approved in the cost estimate for the notice to proceed. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate.

<u>Article 8 – Changes in the Contract</u>

- A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, all such changes in the work shall be authorized by a change order, a change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:
 - 1) By mutual acceptance of a lump sum properly documented (itemized)
 - 2) By unit prices (negotiated)

F. The word "Director" is used to mean the Assistant Director of the Office of Abandoned Mine Lands and Reclamation, West Virginia Department of Environmental Protection and shall be considered to be the State's authorized representative.

Article 4 - Ordering Procedures

- A. This is an open-end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract. Work shall be commenced within seven (7) days of issuance of the notice to proceed.
- B. Work will be ordered by the Assistant Director or his representative, for the Office of Abandoned Mine Lands & Reclamation, West Virginia Department of Environmental Protection by issuance of a notice to proceed, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate. No work shall be performed until a notice to proceed has been issued by the State.

Article 5 – Delivery

- A. The contractor shall complete the specified maintenance work in accordance with each notice to proceed. The contractor shall give an invoice (form provided by AML&R) to the Director or his representative upon completion of each notice to proceed. The contractor shall provide documentation for hours worked, materials and wages paid.
- B. Final inspection of each notice to proceed (project) will be made by the Director or his authorized representative and will be held approximately one (1) month after receiving the completion notification from the contractor.
- C. Acceptance criteria will be based on all work being completed as requested in the notice to proceed. In addition, where revegetation is specified, a hardy stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.

Article 6 - General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project.



March 27, 2012

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

TO WHOM IT MAY CONCERN:

This letter of credit for Bomont Construction is in lieu of the \$5,000.00 Bid Bond for Southern Maintenance DEP 15791. We guarantee that funds are available if bid is accepted.

Any questions may be referred to me at 304-587-4221.

Sincerely,

Brett M. Stover, Senior Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2012

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPOUTANT: If the partitions holder is an ADDITIONAL INSURED, the policyles) must be endorsed. If SUBROGATION IS WAIVED, subject to

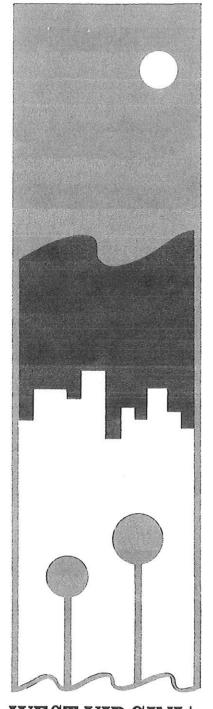
the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confor rights to the									
certificate holder in illeu of such endorsement	(8).			747					
PRODUCER FICON_BILLUTING ACTIVEY IN	6		. }	CONTACT NAME:	SAP ARE	I FAX	12041	245 0762	
FICON-BUSH INS AGENCY INC 43 MacCorkle Ave SW				PHONE (AC, No, Ext); (304)	345-076		0):(304)	345-0762	
South Charleston, WV 253	na	ı	1		-	conbush.com			
South Charleston, wv 255	U		ļ.		IRER(8) AFFORDIN			HVC	
	_	-		WOURER A: ULLIC	o Casua	lty Company			
MSURED Bomont Construction	Ói.	\$11	bbrrea, ruc.	INSURER B:					
			}	INSURER C :	,				
PO Box 10			}	INSURER D:					
Procious, WV 25164	4		ŀ	INSURER E:					
(304) 548-7004				INSURER F:		DE USION AUMADES			
COVERAGES CERTIFY THIS IS TO CERTIFY THAT THE POLICIES OF	FIC	ATE.	NUMBER:	DEEN ISSUED TO T		REVISION NUMBER:		PERIOD	
INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PER EXCLUSIONS AND CONDITIONS OF SUCH POL	RTA IGIE	Ment Jn, t Es. Li	r, term or condition of He insurance afforded Wits shown may have bee	ANY CONTRACT OR BY THE POLICIES EN REDUCED BY PAID	DESCRIBED H DESCRIBED H DCLAIMS.	JMENT WITH RESPECT	r to whic	CH THIS	
INSR TYPE OF INSURANCE IN	SR	MAD	POUCY NUMBER	(MINIDAYYYY)	POLICY EXP (MM/DD/YYYY)	Li	MITS		
GENERAL LIABILITY						EACH OCCURRENCE	s 1,	,000,000	
X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Es occurrence) 5	100,000	
CLAIMS-MADE X OCCUR						MED EXP (Any one person)	8	5,000	
A			CPU0002727 01	12/19/11	12/19/12	PERSONAL & ADV INJURY	4 1,	,000,000	
	Y	Y				GENERAL AGGREGATE		,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP A	GG \$ 2	,000,000	
X POLICY PRO- LOC						0.49	\$		
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (En racidont)	8 1	,000,000	
ANYAUTO			CPU0002727 01	12/19/11	12/19/12	BODILY INJURY (Por porto	on) \$		
A ALLOWNED X SCHEDULED AUTOS	Y	v	Y CP00002/2/ 01	CPUUUUZ1Z1 UL	20, 20, 22	26/10/12	BODILY INJURY (Fer eccld	ent) S	
X HIRED AUTOS X AUTOS	_	-				PROPERTY DAMAGE (Per accident)	9		
							\$		
UMBRELLA LIAB X OCCUR			UMU0002728 01	12/19/11	12/19/12	EACH OCCURRENCE		,000,000	
A EXCESS LIAB CLAIMS-MADE	Y	Y	OMOGOGIE OT	,,		AGGREGATE	3 1	,000,000	
DED X RETENTIONS 10,000						Table 60 AVII To	3		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				10/10/10		TORY LIMITS	TH-	0.00	
ANY DOCUMENT OF BUILDING STATE OF THE STATE	1/6		WCS-113675-01	12/19/11	12/19/12	E.L. EACH ACCIDENT		,000,000	
(Mandatory in NH)						E.L. DISEASE - CA EMPLO	DYEES 1	,000,000	
Hyaz, doscribe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LI	MIT S 1	,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more apace is required)									
DESCRIPTION OF SPENISHED EAST PROPERTY.									
CERTIFICATE HOLDER				CANCELLATION					
	0	ות ה	MTNTETEATTON		Vindadana yanterinasilka inin			The second second second	
WEST VIRGINIA DEPT OF ADMINISTRATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN									

2019 WASHINGTON STREET, EAST CHARLSTON, WV 25305

ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WEST VIRGINIA CONTRACTOR LICENSING BOARD

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Date Issued

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Authorized Company Signature

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