



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

# Request for Quotation

RFQ NUMBER  
 DEP13917

PAGE  
 1

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

\*709060417 304-984-1115  
 CARPENTER RECLAMATION INC  
 PO BOX 13015

SISSONVILLE WV 25360-0015

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

|                              |               |                          |       |               |
|------------------------------|---------------|--------------------------|-------|---------------|
| DATE PRINTED<br>06/08/2007   | TERMS OF SALE | SHIP VIA                 | F.O.B | FREIGHT TERMS |
| BID OPENING DATE: 06/19/2007 |               | BID OPENING TIME 01:30PM |       |               |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER   | UNIT PRICE | AMOUNT       |
|------|----------|-----|--------|---|------------|--------------|
|      |          |     |        | ***** ADDENDUM NO. 2 *****  | \$         | 2,992,676.00 |
|      |          |     |        | ADDENDUM ISSUED FOR THE MCALPRIN ERODING DUMP PROJECT TO DISTRIBUTE THE MANDATORY PRE-BID SIGN-IN SHEET AND TO ADD THE FOLLOWING SPECIFICATIONS AND BID REQUIREMENTS REGARDING INSURANCE.   |            |              |
|      |          |     |        | PLEASE NOTE THE FOLLOWING RAILROAD PROTECTIVE LIABILITY INSURANCE REQUIREMENTS REQUIRE THE SUCESSFUL VENDOR TO PROVIDE TO THE STATE OF WEST VIRGINIA ADDITIONAL INSURANCE DOCUMENTATION SUBMISSIONS ACCOMPANYING THOSE REQUIRED IN EXHIBIT 5 OF THE ORIGINAL REQUEST FOR QUOTATION. SPECIFICALLY, THE PROOF OF GENERAL LIABILITY INSURANCE CERTIFICATE THAT NAMES THE STATE OF WEST VIRGINIA AS THE CERTIFICATE HOLDER WILL ALSO HAVE TO INCLUDE THE BEAVER COAL COMPANY, LTD., COAL FILLERS, INC., & NORFOLK SOUTHERN RAILROAD COMPANY AS ADDITIONAL INSUREDS. |            |              |
|      |          |     |        | ALSO, IN ACCORDANCE WITH SECTION 10.4.C., THE CERTIFICATE WILL NEED TO INCLUDE A SINGLE LIMIT OF LIABILITY IN THE AMOUNT OF \$2,000,000.00 FOR BODILY INJURY AND PROPERTY DAMAGE PER OCCURANCE WITH AN AGGREGATE OF \$6,000,000.00 FOR EACH ANNUAL POLICY PERIOD.   |            |              |
|      |          |     |        | BID DATE AND OPENING TIME REMAIN UNCHANGED AS 06/19/2007 AT 1:30 PM.  |            |              |
|      |          |     |        | ***** NO OTHER CHANGES *****  |            |              |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                       |                                   |
|--------------------------------------|-----------------------|-----------------------------------|
| SIGNATURE<br><i>Kelley Carpenter</i> | TELEPHONE<br>984-1115 | DATE<br>6/19/07                   |
| TITLE<br><i>President</i>            | FEIN<br>550693493     | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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

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

---

**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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

McAlpin Eroding Dump  
Req. No. DEP13917  
Addendum #2

1.) General Conditions 10.1 (a) – Add the following:

“Said insurance shall include Beaver Coal Company, Ltd and Coal Fillers, Inc. as additional named insureds.”

2.) Add General condition 10.4 as follows:

10.4 RAILROAD PROTECTIVE LIABILITY INSURANCE

Prior to construction activities on the Norfolk Southern Railway Company property, the following conditions shall apply:

- (a) The contractor is to notify the Railroad's Engineering Representative, Mr. G. A. Shepard (telephone 304-325-4277) at least forty-eight (48) hours before proceeding with the work on Railroad property and shall abide by the instructions of said Division Superintendent insofar as the safety of the Railroad is concerned.
- (b) The Railroad shall furnish such personnel, flagmen or watchmen which in its opinion are necessary to protect the facilities and traffic of the Railroad during the performance of said work and the contractor shall reimburse the Railroad promptly for the actual cost of said services, including all applicable surcharges, upon receipt of bill(s) therefor.
- (c) The contractor is required to obtain, before work is commenced on Railroad property, and keep in effect until work is completed and accepted, a Railroad Protective Liability Insurance Policy in the name of the Railroad; said policy to be in form prescribed in Part 656 Subpart A of Chapter I of Title 23 of the Code of Federal Regulations, or in Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, subsection 2, and to have a single limit of liability in the amount of two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence, with an aggregate of six million dollars (\$6,000,000.00) for each annual policy period. The original policy must be submitted to and approved by Railroad's Director-Insurance, c/o Norfolk Southern Corporation, 110 Franklin Road, Roanoke, Virginia 24042.
- (d) The Contractor is to promptly notify said Railroad representative of any loss, damage, injury or death arising out of or in connection with said work to be performed.

3.) Construction Specification 2.5 Additional Specifications:

Now reads: “West Virginia Division of Highways publications entitled “Standard Specifications, Roads and Bridges” adopted 2000,”

To read: “West Virginia Division of Highways publications entitled “Standard Specifications, Roads and Bridges” newest addition,”

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

003

PRINT LEGIBLY

RFQ # : DEP 13917  
Project: McAlpin Eroding Dump Phase II

Bid Date: 6/19/07  
Pre-Bid Date: 5/31/07

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

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

Name : ANN WATROWELL  
Company: EASTERN ARROW  
Address: P.O. BOX 365  
CHARLTN HTS WV  
25040

Phone#: 304-332-5522  
Fax #: 304-332-5525  
Email : easternarrowc@hotmail.com

Name : Bernie STUART  
Company: Cowgill VP Inc.  
Address: Po Box 243  
Simpson WVA  
26435

Phone #: 304-739-4397  
Fax #: 304-739-4397  
Email : \_\_\_\_\_

Name : Kevin Bradford  
Company: Pineville Paving & Excavating Inc.  
Address: P.O. Box 1290  
Pineville WV 24874

Phone#: 304-732-8303  
Fax #: 304-732-7855  
Email : KDBPPI@AOL.COM

Name : Roger L. Collins Jr.  
Company: Collins Building & Contracting INC.  
Address: ~~390~~ 390 Corley Rd.  
Flattwoods, WV 26021  
FLATWOODS

Phone #: 765-3521  
Fax #: 765-3521  
Email : \_\_\_\_\_

Name : DAVID H. BOWMAN  
Company: GREEN MOUNTAIN CO.  
Address: 511 50th STREET  
Charleston WV  
25303

Phone#: 304 925 0253  
Fax #: 304 925 9230  
Email : Jody Mave AOL.com

Name : BASIL CARPENTER  
Company: JANOB EX INC  
Address: 333 A Call Rd Ches WV  
25312

Phone #: 304 546-1601  
Fax #: 304 984-3528  
Email : \_\_\_\_\_

Name : MASON WHEELER JR  
Company: SEVENSON ENVIR. SVCS.  
Address: ~~240~~ 240 ROCK SPRINGS RD  
DELMONT, PA 15626

Phone#: 724 468-3377  
Fax #: 724-468-3344  
Email : \_\_\_\_\_

HEADQUARTERS

2007 MAY 35 PM 2:32

RECEIVED AML

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

Page 2 of 2

004

PRINT LEGIBLY

RFQ # : DEP13917  
 Project: McAlpin Ending Dump Phase II

Bid Date: 6/19/07  
 Pre-Bid Date: 5/31/07

Name : DERRICK SEARS  
 Company: Foster Supply  
 Address: PO Box 488  
Scott Depot WV 25560

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone #: 304-553-6565  
 Fax #: 304-755-8280  
 Email : DSEARS@FOSTER-SUPPLY.COM

Phone# : \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : Randy Carpenter  
 Company: Carpenter Reclamation  
 Address: PO BX 13015  
Sissonville, WV  
25360

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone #: 304-984-1115  
 Fax #: 304-984-2770  
 Email : RCarpenter103@aol.com

Phone# : \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : Dale Thornton  
 Company: Thornton Const Co Inc  
 Address: PO Box 15279 Charleston WV

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone #: 984 2299  
 Fax #: 984 2334  
 Email : \_\_\_\_\_

Phone# : \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : GARY COVEY  
 Company: G. A. Covey Engineering  
 Address: P.O. Box 185  
Sutton WV 26601

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone #: 304 364 4100  
 Fax #: 364 5100  
 Email : g.a.covey@RTOL  
not

Phone# : \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

**CARPENTER RECLAMATION INC**

|            |                                      |                |       |                   |
|------------|--------------------------------------|----------------|-------|-------------------|
| WV-36      | STATE OF WEST VIRGINIA               | Buyer:         | Page: | Req. or P.O. No.: |
| Rev. 10/81 | <b>PURCHASING CONTINUATION SHEET</b> | CB-#23         | 14    | DEP13917          |
| Vendor:    | <b>CONTRACTOR'S BID SHEET</b>        | Spending Unit: |       |                   |

| Item No.   | Quantity | Description  | Unit Price  | Amount          |
|--|----------|--|-------------|-----------------|
| <b>McALPIN ERODING DUMP - PHASE II<br/>RALEIGH COUNTY, WEST VIRGINIA</b> |          |  |             |                 |
| 12   | 1        | "Mobilization and Demobilization," per lump sum<br>(not to exceed 10% of the total bid amount) | l.s.        | \$ 220,000.00   |
| 13   | 1        | "Construction Layout," per lump sum<br>(not to exceed 5% of the total bid amount)              | l.s.        | \$ 110,000.00   |
| 14   | 1        | "Quality Control," per lump sum<br>(not to exceed 3% of the total bid amount)                  | l.s.        | \$ 66,000.00    |
| 15.1   | 1        | "Site Preparation," per lump sum<br>(not to exceed 10% of the total bid amount)                | l.s.        | \$ 220,000.00   |
| 15.2   | 10,000   | "Sediment Control," per linear foot  | \$ 4.00     | \$ 40,000.00    |
| 15.3   | 1        | "Check Dam," per each  | \$ 2,000.00 | \$ 2,000.00     |
| 16.1   | 100      | "Type A Channel," per linear foot  | \$ 20.00    | \$ 2,000.00     |
| 16.2   | 460      | "Type C Channel," per linear foot  | \$ 30.00    | \$ 13,800.00    |
| 16.3   | 2,000    | "Type A - Grouted Channel," per linear foot  | \$ 40.00    | \$ 80,000.00    |
| 16.4   | 425      | "Type B - Grouted Channel," per linear foot  | \$ 60.00    | \$ 25,500.00    |
| 16.5   | 1,120    | "Type C - Grouted Channel," per linear foot  | \$ 50.00    | \$ 56,000.00    |
| 16.6   | 600      | "Interceptor Ditch," per linear foot   | \$ 20.00    | \$ 12,000.00    |
| 16.7   | 450      | "Discharge Channel," per linear foot   | \$ 40.00    | \$ 18,000.00    |
| 17.1   | 10       | "Wet Seal," per each   | \$ 5,000.00 | \$ 50,000.00    |
| 17.2   | 2        | "Dry Seal," per each   | \$ 4,000.00 | \$ 8,000.00     |
| 17.3   | 2,900    | "Air Shaft Backfill," per ton  | \$ .014     | \$ 29.00        |
| 17.4   | 64       | "Concrete Air Shaft Seal," per square yard   | \$ 100.00   | \$ 6,400.00     |
| 17.5   | 1        | "Mine Face Up - Front Facing," per each  | \$ 5,000.00 | \$ 5,000.00     |
| 17.6   | 1        | "Mine Face Up - Side Facing," per each   | \$ 5,000.00 | \$ 5,000.00     |
| 17.7   | 2        | "Slope Entry Seal," per each   | \$ 5,000.00 | \$ 10,000.00    |
| 17.8   | 1,000    | "Soda Ash Briquettes," per 50 pound bag  | \$ .014     | \$ 10.00        |
| 17.9   | 4        | "Bat Gates," per each  | \$ 5,000.00 | \$ 20,000.00    |
| 18.1   | 1        | "Demolition of Abandoned Mine Structures -<br>Site No. 7," lump sum                            | l.s.        | \$ 20,000.00    |
| 18.2   | 1        | "Demolition of Abandoned Mine Structures -<br>Site No. 10," lump sum                           | l.s.        | \$ 20,000.00    |
| 18.3   | 1        | "Demolition of Abandoned Mine Structures -<br>Site No. 11," lump sum                           | l.s.        | \$ 10,000.00    |
| 18.4   | 1        | "Demolition of Abandoned Mine Structures -<br>Site No. 12," lump sum                           | l.s.        | \$ 10,000.00    |
| 18.5   | 4        | "Pump Hole Cap," per square yard   | \$ 100.00   | \$ 400.00       |
| 19.1   | 515,000  | "Unclassified Excavation," per cubic yard  | \$ 3.00     | \$ 1,545,000.00 |
| 19.2   | 30       | "Soil Placement," per plan acre  | \$ 8,000.00 | \$ 240,000.00   |
| 19.3   | 1,500    | "Underdrain," per linear foot  | \$ 30.00    | \$ 45,000.00    |
| 19.4   | 250      | "Road Resurfacing," per linear foot  | \$ 12.00    | \$ 3,000.00     |
| 19.5   | 1        | "Gate," per each   | \$ 2,000.00 | \$ 2,000.00     |
| 19.6   | 3,700    | "Rock Toe Buttress," per ton   | \$ .014     | \$ 37.00        |
| 19.7   | 2,500    | "Erosion Control Matting," per square yard   | \$ 3.00     | \$ 7,500.00     |
| 19.8   | 1,000    | "ATV Barrier," per linear foot   | \$ 10.00    | \$ 10,000.00    |
| 19.9   | 1,000    | "Subsurface Investigation," per linear foot  | \$ 30.00    | \$ 30,000.00    |
| 20   | 40       | "Revegetation," per acre   | \$ 2,000.00 | \$ 80,000.00    |
| <b>TOTAL</b>   |          |  |             | \$ 2,992,676.00 |

**AML CONTRACTOR INFORMATION FORM**

You must complete this form for your AML contracting officer to request an AML eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This eligibility requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

**Part A: General Information**

Contractor Name: CARPENTER Reclamation Tax Payer ID No.: 55-0693493  
Address: P.O. Box 13015  
City: Sissonville State: WV Zip Code: 25360 Phone: 304-984-1115  
Fax No.: 304-984-2770 E-mail address: RCARPEN103@AOL.COM

**Part B: Legal Structure**

Corporation      ( ) Sole Proprietorship      ( ) Partnership      ( ) LLC  
( ) Other (please specify) \_\_\_\_\_

**Part C: Certifying and updating information in the Applicant/Violator System (AVS).**

Select only one of the following options, follow the instructions for that option, and sign below.

I, KELLEY CARPENTER, have the express authority to certify that:  
(print name)

Information on the **attached** Entity OFT from AVS is accurate, complete, and up-to-date. If you select this option, you **must** attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.

\_\_\_\_\_ Part of the information on the **attached** Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you **must** attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.

\_\_\_\_\_ Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

6/19/07  
Date

K. Carpenter  
Signature

President  
Title

**IMPORTANT!**

In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or request it from www.avs.osmre.gov on the Internet.

**Part D.**

**Contractor Name:** \_\_\_\_\_

*Carpenter Reclamation*

If the current entity and Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business affiliations. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

|             |            |                |       |
|-------------|------------|----------------|-------|
| Name        | <u>N/A</u> | Position/Title | _____ |
| Address     | _____      | Telephone #    | _____ |
|             | _____      | % of Ownership | _____ |
| Begin Date: | _____      | Ending Date:   | _____ |

|             |       |                |       |
|-------------|-------|----------------|-------|
| Name        | _____ | Position/Title | _____ |
| Address     | _____ | Telephone #    | _____ |
|             | _____ | % of Ownership | _____ |
| Begin Date: | _____ | Ending Date:   | _____ |

|             |       |                |       |
|-------------|-------|----------------|-------|
| Name        | _____ | Position/Title | _____ |
| Address     | _____ | Telephone #    | _____ |
|             | _____ | % of Ownership | _____ |
| Begin Date: | _____ | Ending Date:   | _____ |

|             |       |                |       |
|-------------|-------|----------------|-------|
| Name        | _____ | Position/Title | _____ |
| Address     | _____ | Telephone #    | _____ |
|             | _____ | % of Ownership | _____ |
| Begin Date: | _____ | Ending Date:   | _____ |

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 SIB, Constitution Ave., NW, Washington, D.C. 20240.



BID BOND

017

KNOW ALL MEN BY THESE PRESENTS, 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 City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
give notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Corporate Seal

*See Attached*

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Surety Corporate Seal

NOTARY - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
and power of attorney must be attached.

BID BOND PREPARATION INSTRUCTIONS

018

AGENCY (A)  
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
Request for Quotation Number (upper right corner of page #1)
  - (C) Your Company Name
  - (D) City, Location of your Company
  - (E) State, Location of your Company
  - (F) Surety Corporate Name
  - (G) City, Location of Surety
  - (H) State, Location of Surety
  - (I) State of Surety Incorporation
  - (J) City of Surety Incorporation
  - (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
  - (L) Amount of bond in figures
  - (M) Brief Description of scope of work
  - (N) Day of the month
  - (O) Month
  - (P) Year
  - (Q) Name of Corporation
  - (R) Raised Corporate Seal of Principal
  - (S) Signature of President or Vice President
  - (T) Title of person signing
  - (U) Raised Corporate Seal of Surety
  - (V) Corporate Name of Surety
  - (X) Signature of Attorney in Fact of the Surety
- NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E) as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G), \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for \_\_\_\_\_ (M)

NOW THEREFORE.

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Corporate Seal \_\_\_\_\_ (Q)  
(Name of Principal)  
By \_\_\_\_\_ (S)  
(Must be President or Vice President)  
\_\_\_\_\_ (T)  
Title

Surety Corporate Seal \_\_\_\_\_ (V)  
(Name of Surety)

\_\_\_\_\_ (X)  
Attorney-in-Fact

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

STATE OF WEST VIRGINIA  
Purchasing Division

019

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

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

Vendor's Name: Carpenter Reclamation Inc.

Authorized Signature: K. Carpenter Date: 6/19/07

Date: 19-Jan-2006

Applicant Violator System  
Organizational Family Tree (OFT)

Time :08:20:59  
Page: 1

(140618) CARPENTER RECLAMATION INC

Total Number: 4

| Entity ID | Name              | Desc Code | Begin Date | End Date | Pct. Own. | Hold Code |
|-----------|-------------------|-----------|------------|----------|-----------|-----------|
| 140616    | CARPENTER, KELLEY | PRS       | 1-Oct-1989 |          |           |           |
| 140616    | CARPENTER, KELLEY | SH        | 1-Oct-1989 |          | 50%       |           |
| 140617    | CARPENTER, MARY   | VP        | 1-Oct-1989 |          |           |           |
| 140617    | CARPENTER, MARY   | SH        | 1-Oct-1989 |          | 50%       |           |

*Current Information*  
*Kelley Carpenter (President)*  
*6/19/07*



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

# Request for Quotation

RFQ NUMBER  
 DEP13917

PAGE  
 1

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

\*709060417 304-984-1115  
 CARPENTER RECLAMATION INC  
 PO BOX 13015

SISSONVILLE WV 25360-0015

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

VENDOR

SHIP TO

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 05/11/2007   |               |          |        |               |

BID OPENING DATE: 06/19/2007 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| 0001   | 1        | JB  |        | 962-73      |            |        |
| ADDENDUM NO. 1<br>ADDENDUM ISSUED TO CHANGE THE SCHEDULED MANDATORY ON-SITE PRE-BID CONFERENCE DATE.<br>DATE IS CHANGED FROM 05/22/07 TO 05/31/2007 AT 10:00AM.<br>BID OPENING DATE AND TIME ARE THEREFORE CHANGED TO 06/19/2007 AT 1:30 PM.<br>NO OTHER CHANGES |          |     |        |             |            |        |
| RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES  |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Kelly Carpenter* TELEPHONE 9841115 DATE 6-19-07  
 TITLE *President* FEIN 550693493 ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ NUMBER  
**DEP13917**

PAGE  
**1**

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

**\*709060417 304-984-1115**  
**CARPENTER RECLAMATION INC**  
**PO BOX 13015**  
  
**SISSONVILLE WV 25360-0015**

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

|                                   |               |          |        |               |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED<br><b>05/09/2007</b> | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **06/14/2007** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| 0001   | 1        | JB  |          | 962-73      |            |        |
| <p><b>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 40 ACRE ABANDONED MINE PROJECT KNOWN AS THE "MCALPIN ERODING DUMP - PHASE II" PROJECT. THE SITE IS LOCATED NEAR MCALPIN, WV (RALGIGH CO.).</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 05/22/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: THE PROJECT CAN BE ACCESSED FROM THE NORTH BY TRAVELING SOUTH ON WV RT. 16 TO SOPHIA. AT THE TRAFFIC LIGHT (A T-INTERSECTION), TURN RIGHT CONTINUING ON WV RT. 16. PROCEED APPROXIMATELY 1/4 MILE AND TURN LEFT ONTO ROBERT C. BYRD ROAD (WV COUNTY ROUTE 30). FOLLOW THIS ROAD DOWN THE MOUNTAIN TO NEAR THE BOTTOM.</p> <p>CONTACT &amp; PHONE #: DEAN STILTNER, 304-465-1911</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&amp;R, 601 57TH ST., SE, CHARLESTON, WV 25304 PH.304-926-0485 UPON PAYMENT OF \$30.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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

RFQ NUMBER  
**DEP13917**

PAGE  
**2**

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

**\*709060417      304-984-1115**  
**CARPENTER RECLAMATION INC**  
**PO BOX 13015**  
  
**SISSONVILLE WV 25360-0015**

**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 |
|--------------|---------------|----------|-------|---------------|
| 05/09/2007   |               |          |       |               |

BID OPENING DATE: **06/14/2007**                      **BID OPENING TIME 01:30PM**

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <p><b>EXHIBIT 5</b></p> <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</b></p> <p><b>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</b></p> <p><b>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</b></p> <p><b>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN</b></p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |      |
|-----------|-----------|------|
| SIGNATURE | TELEPHONE | DATE |
|-----------|-----------|------|

|       |      |                                   |
|-------|------|-----------------------------------|
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
|-------|------|-----------------------------------|

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

RFQ NUMBER  
**DEP13917**

PAGE  
**3**

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

VENDOR

\*709060417      304-984-1115  
**CARPENTER RECLAMATION INC  
 PO BOX 13015  
 SISSONVILLE WV 25360-0015**

SHIP TO

**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 |
|--------------|---------------|----------|-------|---------------|
| 05/09/2007   |               |          |       |               |

BID OPENING DATE: **06/14/2007**      BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER  | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|--|------------|--------|
|      |          |     |          | <p>THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>*****<br/>           EXHIBIT 12<br/>           *****</p> <p>AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 01/31/2010) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV</p> |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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

|            |
|------------|
| RFQ NUMBER |
| DEP13917   |

|      |
|------|
| PAGE |
| 4    |

|  |
|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| CHUCK BOWMAN<br>304-558-2157           |

VENDOR

\*709060417      304-984-1115  
 CARPENTER RECLAMATION INC  
 PO BOX 13015  
 SISSONVILLE WV 25360-0015

SHIP TO

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 |
| 05/09/2007   |               |          |        |               |

BID OPENING DATE: 06/14/2007      BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| *****   |          |     |          |             |            |        |
| CONTRACTORS LICENSE   |          |     |          |             |            |        |
| WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR, CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305 OR PHONE 304-558-7890. |          |     |          |             |            |        |
| WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.<br>BIDDER TO COMPLETE:  |          |     |          |             |            |        |
| CONTRACTORS NAME: ... <i>Carpenter Reclamation Inc.</i>   |          |     |          |             |            |        |
| CONTRACTORS LICENSE #: ... <i>WV007728</i> .....  |          |     |          |             |            |        |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.   |          |     |          |             |            |        |
| APPLICABLE LAW  |          |     |          |             |            |        |
| THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE & REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.  |          |     |          |             |            |        |
| ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR   |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                     |           |                     |
|---------------------|-----------|---------------------|
| SIGNATURE <i>KC</i> | TELEPHONE | DATE <i>6/19/07</i> |
|---------------------|-----------|---------------------|

|       |      |                                   |
|-------|------|-----------------------------------|
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
|-------|------|-----------------------------------|

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

RFQ NUMBER  
**DEP13917**

PAGE  
**5**

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

VENDOR

\*709060417      304-984-1115  
**CARPENTER RECLAMATION INC  
 PO BOX 13015  
 Sissonville WV 25360-0015**

SHIP TO

**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 |
|--------------|---------------|----------|-------|---------------|
| 05/09/2007   |               |          |       |               |

BID OPENING DATE: **06/14/2007**      BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p>ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>(1) NOTICE TO PROCEED:<br/>           THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.</p> <p>(2) GUARANTEE AND MAINTENANCE:<br/>           (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.<br/>           (B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.<br/>           (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT B</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |      |
|-----------|-----------|------|
| SIGNATURE | TELEPHONE | DATE |
|-----------|-----------|------|

|       |      |                                   |
|-------|------|-----------------------------------|
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
|-------|------|-----------------------------------|

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

RFQ NUMBER  
**DEP13917**

PAGE  
**6**

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

VENDOR

\*709060417      304-984-1115  
**CARPENTER RECLAMATION INC**  
**PO BOX 13015**  
  
**SISSONVILLE WV 25360-0015**

SHIP TO

**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 |
|--------------|---------------|----------|-------|---------------|
| 05/09/2007   |               |          |       |               |

BID OPENING DATE: **06/14/2007**      BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
|  |          |     |          |             |            |        |
| <p>CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) TERMINATION:<br/>           (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED B CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.</p> <p>(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO:<br/>           (A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE.<br/>           (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.</p> <p>(5) TECHNICAL SPECIFICATIONS:<br/>           ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "MCALPIN ERODING DUMP - PHASE II" PROJECT. SAID PLANS &amp; SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 44 DRAWINGS AS PREPARED BY CONSULTANT NAME.</p> <p>(6) PAYMENTS AND COMPLETION:<br/>           THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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

|            |
|------------|
| RFQ NUMBER |
| DEP13917   |

|      |
|------|
| PAGE |
| 7    |

|  |
|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| CHUCK BOWMAN<br>304-558-2157           |

VENDOR

\*709060417      304-984-1115  
 CARPENTER RECLAMATION INC  
 PO BOX 13015  
  
 SISSONVILLE WV 25360-0015

SHIP TO

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 |
| 05/09/2007   |               |          |       |               |

BID OPENING DATE: **06/14/2007**      BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <p>VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.</p> <p>(7) APPLICATION FOR PARTIAL PAYMENT:<br/>           THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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

|            |
|------------|
| RFQ NUMBER |
| DEP13917   |

|      |
|------|
| PAGE |
| 8    |

|  |
|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| CHUCK BOWMAN<br>304-558-2157           |

VENDOR

\*709060417      304-984-1115  
 CARPENTER RECLAMATION INC  
 PO BOX 13015  
  
 SISSONVILLE WV 25360-0015

SHIP TO

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 |
| 05/09/2007   |               |          |       |               |

BID OPENING DATE: **06/14/2007**      BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER  | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|--|------------|--------|
|      |          |     |          | EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.  |            |        |
|      |          |     |          | B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS. |            |        |
|      |          |     |          | C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.  |            |        |
| 2.   |          |     |          | THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:   |            |        |
|      |          |     |          | A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,            |            |        |
|      |          |     |          | B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.   |            |        |

|   |           |                                   |  |
|---|-----------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |           |                                   |  |
| SIGNATURE                                 | TELEPHONE | DATE                              |  |
| TITLE                                     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |  |

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

RFQ NUMBER:  
**DEP13917**

PAGE:  
**9**

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

VENDOR

\*709060417      304-984-1115  
**CARPENTER RECLAMATION INC  
 PO BOX 13015  
 SISSONVILLE WV 25360-0015**

SHIP TO

**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 |
|--------------|---------------|----------|-------|---------------|
| 05/09/2007   |               |          |       |               |

BID OPENING DATE: **06/14/2007**      BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| 3.  |          |     |          |             |            |        |
| <p>A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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

RFQ NUMBER  
**DEP13917**

PAGE  
**10**

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

VENDOR

\*709060417          304-984-1115  
**CARPENTER RECLAMATION INC**  
**PO BOX 13015**  
  
**SISSONVILLE WV 25360-0015**

SHIP TO

**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 |
|------------------------------|---------------|--------------------------|-------|---------------|
| 05/09/2007                   |               |                          |       |               |
| BID OPENING DATE: 06/14/2007 |               | BID OPENING TIME 01:30PM |       |               |

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|---------|-------------|------------|--------|
|      |          |     |         |             |            |        |
|      |          |     |         |             |            |        |

IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.

REV. 3/88

EXHIBIT 9

NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA

THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:

(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.

(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |  |  |           |  |      |  |
|-----------|--|--|-----------|--|------|--|
| SIGNATURE |  |  | TELEPHONE |  | DATE |  |
|-----------|--|--|-----------|--|------|--|

|       |      |                                   |  |  |  |  |
|-------|------|-----------------------------------|--|--|--|--|
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |  |  |  |  |
|-------|------|-----------------------------------|--|--|--|--|

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

RFQ NUMBER  
**DEP13917**

PAGE  
**11**

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

AUZDGE

\*709060417      304-984-1115  
**CARPENTER RECLAMATION INC**  
**PO BOX 13015**  
  
**SISSONVILLE WV 25360-0015**

SHIP TO

**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 |
|--------------|---------------|----------|--------|---------------|
| 05/09/2007   |               |          |        |               |

BID OPENING DATE: **06/14/2007**      **BID OPENING TIME 01:30PM**

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: ...DEP13917.</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ..... ✓ 5/11/07</p> <p>NO. 2 ..... ✓ 6/8/07</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                     |                           |                                   |
|-------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Kelly Carpenter</i> | TELEPHONE<br>304 984 1115 | DATE<br>6/19/07                   |
| TITLE<br><i>President</i>           | FEIN<br>550693493         | ADDRESS CHANGES TO BE NOTED ABOVE |

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

|            |
|------------|
| RFQ NUMBER |
| DEP13917   |

|      |
|------|
| PAGE |
| 12   |

|  |
|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| CHUCK BOWMAN<br>304-558-2157           |

VENDOR

\*709060417      304-984-1115  
 CARPENTER RECLAMATION INC  
 PO BOX 13015  
  
 SISSONVILLE WV    25360-0015

SHIP TO

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 |
| 05/09/2007   |               |          |        |               |

BID OPENING DATE: **06/14/2007**                      BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <p><i>Kelley Carpenter</i><br/>           SIGNATURE<br/> <i>Carpenter Reclamation</i><br/>           COMPANY<br/>           ..... 6/19/07 .....<br/>           DATE</p> |          |     |          |             |            |        |
| REV. 11/96  |          |     |          |             |            |        |
| NOTICE  |          |     |          |             |            |        |
| A SIGNED BID MUST BE SUBMITTED TO:  |          |     |          |             |            |        |
| DEPARTMENT OF ADMINISTRATION<br>PURCHASING DIVISION<br>BUILDING 15<br>2019 WASHINGTON STREET, EAST<br>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:  |          |     |          | CB-23       |            |        |
| RFQ. NO.:   |          |     |          | DEP13917    |            |        |

|   |           |                                   |  |
|---|-----------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |           |                                   |  |
| SIGNATURE                                 | TELEPHONE | DATE                              |  |
| <i>KC</i>                                 |           | 6/19/07                           |  |
| TITLE                                     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |  |

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

RFQ NUMBER:  
**DEP13917**

PAGE:  
**13**

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

VENDOR

\*709060417      304-984-1115  
**CARPENTER RECLAMATION INC  
 PO BOX 13015  
 SISSONVILLE WV 25360-0015**

SHIP TO

**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 |
|--------------|---------------|----------|--------|---------------|
| 05/09/2007   |               |          |        |               |

BID OPENING DATE: **06/14/2007**      BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
|  |          |     |         | 06/14/2007  |            |        |
|  |          |     |         | 1:30 PM     |            |        |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:<br><i>KC</i> 304-984-2770 |          |     |         |             |            |        |
| CONTACT PERSON (PLEASE PRINT CLEARLY):<br><i>Randy Carpenter 984-1115 OR 543-1724</i>                            |          |     |         |             |            |        |
| ***** THIS IS THE END OF RFQ DEP13917 ***** TOTAL:   |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                     |           |                                   |
|---------------------|-----------|-----------------------------------|
| SIGNATURE <i>KC</i> | TELEPHONE | DATE <i>6-19-07</i>               |
| TITLE               | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Carpenter Reclamation, Inc  
of PO Box 13015 Sissonville, WV 25360, as Principal, and Western Surety Company  
of U.S. Steel Tower, 600 Grant Street, Suite 500, Pittsburgh, PA, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for DEP 13917, McAlpin Eroding Dump - Phase II, according to plans and specifications.

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 1st day of June, 2007.

Principal Corporate Seal

Carpenter Reclamation

(Name of Principal)

By Kelley Carpenter  
Kelley Carpenter (Must be President or Vice President)

President

(Title)

Surety Corporate Seal

Western Surety Company

(Name of Surety)

Ross E Johnson  
Ross E Johnson Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, and a power of attorney must be attached.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Ross E. Johnson, Patricia C Baire, Beverly A Holstine, Kathryn K Arthur, Individually**

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2006.



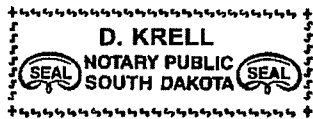
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 1st day of June, 2007.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:** WV007728

**Classification:**

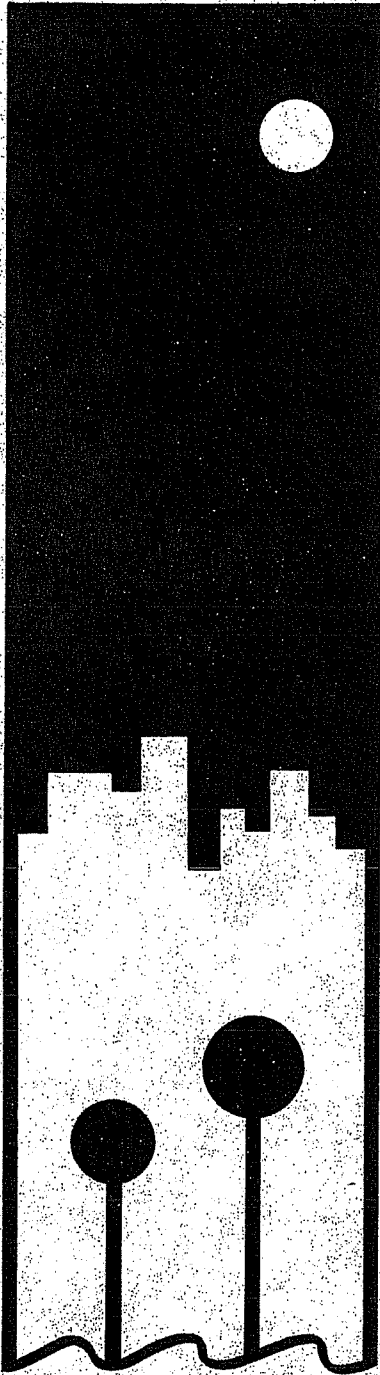
GENERAL ENGINEERING

CARPENTER RECLAMATION INC  
PO BOX 13015  
CHARLESTON, WV 25360-0015

**Date Issued**

**Expiration Date**

|                  |                  |
|------------------|------------------|
| OCTOBER 14, 2006 | OCTOBER 14, 2010 |
|------------------|------------------|



### WEST VIRGINIA CONTRACTOR LICENSING BOARD

*Kelley Carpenter*  
Authorized Company Signature

*Michael A. Carl*  
Chair, West Virginia Contractor  
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is 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.

