



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
DEP13872

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

Basil A. Carpenter Excavating, Inc.
 333-A Call Road
 Charleston, WV 25312

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: **08/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		<u>\$3,842,621.50</u>
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR A LANDFILL CLOSURE KNOWN AS THE "PINE CREEK/OMAR SANITAR LANDFILL CLOSURE" PROJECT LOCATED IN LOGAN CO. NEAR OMAR, WV.</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 07/09/08 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. ALSO, PREBIDS COULD INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>DIRECTIONS TO PREBID: HEADING SOUTH ON ROUTE 119, TAKE THE LOGAN EXIT. HEAD SOUTH ON ROUTE 44. TRAVEL 8 MILES TO THE TOWN OF OMAR TURN RIGHT AT THE BRIDGE ACROSS FROM SANDY BOTTOM ROAD. (SANDY BOTTOM ROAD IS ON ONE SIDE AND THE BRIDGE IS ON THE OTHER.) GO 1/10 MILE AND TURN RIGHT ON PINE CREEK ROAD (CR119/5) AND TRAVEL 8/10 OF A MILE TO THE STONE QUARRY ON THE RIGHT.</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, BY CALLING CLYDE BENNETT AT 304-389-8180 UPON PAYMENT OF \$50.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.</p>						

RECEIVED
08 AUG 26 PM 12:09
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Basil A. Carpenter* TELEPHONE: **304-984-3528** DATE: **8/26/08**

TITLE: **President** FEIN: **55-0717135** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

Department of Administration
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<p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR LOGAN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE</p>						

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<p>COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p style="text-align: center;">CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS 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.</p>						

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<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Basil A. Carpenter Excavating Inc.</i></p> <p>CONTRACTORS LICENSE #: <i>WV.034117</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & 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.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>(1) NOTICE TO PROCEED: 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>						

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<p>(2) GUARANTEE AND MAINTENANCE:</p> <p>(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.</p> <p>(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.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIM 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:</p> <p>(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 BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT</p>						

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<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>LIQUIDATED DAMAGES: ACCORDING TO WEST VIRGINIA CODE 5A-3-4(8), VENDOR AGREES THAT LIQUIDATED DAMAGES SHALL BE IMPOSED AT THE RATE OF \$500 PER DAY FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IN THE CONTRACT, OR ANY EXTENSION THEREOF. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR AGENCY'S RIGHT TO PURSUE TO ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR AGENCY MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR.</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 IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE</p>						

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				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.		
3.				A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES		

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<p>PURSUANT TO W. VA. CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE %30 OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT</p>						

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<p>DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION</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
DEP13872

PAGE
11

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: **08/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>REQUISITION NO.: DEP13872</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 ✓</p> <p>NO. 2 ✓</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> <p><i>R. Sant. Cuprite</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
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Request for Quotation

RFQ NUMBER
DEP13872

PAGE
12

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: 08/07/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SIGNATURE <i>Basil A. Casper Excavating Inc.</i> COMPANY 8/26/08 DATE						
REV. 11/96						
NOTICE						
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:				23		
RFQ. NO.:				DEP13872		
BID OPENING DATE:				08/07/2008		

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
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Request for Quotation

RFQ NUMBER
DEP13872

PAGE
13

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304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:		08/07/2008		BID OPENING TIME		01:30PM

BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

304-984-3528

CONTACT PERSON (PLEASE PRINT CLEARLY):

Basil Carpenter

***** THIS IS THE END OF RFQ DEP13872 ***** TOTAL: \$3,842,621.50

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'

**BID SCHEDULE
#DEP13872**

014

West Virginia Division of Environmental Protection
Division of Land Restoration
Landfill Closure Assistance Program
Pine Creek/Omar Sanitary Landfill
Logan County, West Virginia

P. 1 of 3

Contractor's Name: Basil A. Carpenter Excavating, Inc.

Item No:	Quantity	Description	Unit Price	Amount
6.0	LS	Gas Line Relocation (per lump sum)	Lump Sum	\$29,250. ⁰⁰
13.0	LS	Mobilization and Demobilization (not to exceed 10% of total bid)	Lump Sum	\$56,700. ⁰⁰
14.0	LS	Construction Layout (not to exceed 5% of total bid)	Lump Sum	\$15,800. ⁰⁰
15.0	LS	Quality Control (not to exceed 3% of total bid)	Lump Sum	\$3,800. ⁰⁰
16.1	LS	Site Preparation (not to exceed 5% of total bid)	Lump Sum	\$25,000. ⁰⁰
16.2	4	Rock Check Dam (per each)	\$ 600. ⁰⁰	\$ 2,400. ⁰⁰
16.3	7,500	Silt Fence (per linear foot)	\$ 2. ⁵⁰	\$ 18,750. ⁰⁰
16.4	LS	Site Demolition (per lump sum)	Lump Sum	\$ 14,500. ⁰⁰
16.5	90	48" RCP Fill with No. 57 Stone (per ton)	\$ 50. ⁰⁰	\$ 4,500. ⁰⁰
17.1	3,409	Type 1 Channel - Grass Lined (No temp ECM) (per linear foot)	\$ 3. ⁵⁰	\$ 11,931. ⁵⁰
17.2	1,618	Type 2 Channel - Grass Lined with Temp ECM (per linear foot)	\$ 10. ⁵⁰	\$ 16,989. ⁰⁰
17.3	310	Type 3 Channel - 6" Riprap Channel (per linear foot)	\$ 10. ⁰⁰	\$ 3,100. ⁰⁰
17.4	2,380	Type 4 Channel - 9" Riprap Channel (per linear foot)	\$ 24. ⁰⁰	\$ 57,120. ⁰⁰
17.5	583	Type 5 Channel - 12" Riprap Channel (per linear foot)	\$ 44. ⁰⁰	\$ 25,652. ⁰⁰
17.6	150	Type 6 Channel - 18" Riprap Channel (per linear foot)	\$ 88. ⁰⁰	\$ 13,200. ⁰⁰

BID SCHEDULE (Cont.)

015

P. 2 of 3

17.7	77	Type 7 Channel - 24" Riprap Channel (per linear foot)	\$ 79. ⁰⁰	\$ 6,083. ⁰⁰
17.8	300	36" CMP Storm Drainage Pipe (per linear foot)	\$ 57. ⁰⁰	\$ 17,100. ⁰⁰
17.9	60	24" CMP Storm Drainage Pipe (per linear foot)	\$ 45. ⁰⁰	\$ 2,700. ⁰⁰
17.10	100	18" CMP Storm Drainage Pipe (per linear foot)	\$ 26. ⁰⁰	\$ 2,600. ⁰⁰
17.11	160	12" CMP Storm Drainage Pipe (per linear foot)	\$ 32. ⁰⁰	\$ 5,120. ⁰⁰
17.12	400	Riprap Aprons (per cubic yard)	\$ 15. ⁰⁰	\$ 6,000. ⁰⁰
17.13	2500	1 Cubic Yard/Ft. Underdrain (per linear foot)	\$ 15. ⁰⁰	\$ 37,500. ⁰⁰
17.14	650	Cut-off Trench (per linear foot)	\$ 12. ⁵⁰	\$ 8,125. ⁰⁰
18.1	LS	Pond "A" (per lump sum) (includes riser and outlet structures)	Lump Sum	\$ 18,000. ⁰⁰
18.2	250,000	Unclassified (Waste) Excavation (per cubic yard)	\$ 2. ⁹⁰	\$ 725,000. ⁰⁰
18.3	105,000	Soil/Rock Buttress (per cubic yard) (Fill)	\$ 3. ¹⁰	\$ 325,500. ⁰⁰
19.1	2,000	Leachate Collection Line (per linear foot)(cleanouts incidental)	\$ 15. ⁰⁰	\$ 30,000. ⁰⁰
19.2	1,000	Leachate Transmission Line (per linear foot)(cleanouts incidental)	\$ 14. ⁷⁰	\$ 14,700. ⁰⁰
19.3	LS	Flow Metering Station (per lump sum)	Lump Sum	\$ 9,000. ⁰⁰
20.1	60,000	6" Cap Topsoil (per square yard)	\$ 0.50	\$ 30,000. ⁰⁰
20.2	54,000	6" Cap Daily Cover (per square yard)	\$ 0.50	\$ 27,000. ⁰⁰
20.3	60,000	12" (-2") Material Clay Cap (per square yard)	\$ 1.70	\$ 102,000. ⁰⁰
20.4	60,000	24" (-6") Material Cap Intermediate Soil Cover Layer (per square yard)	\$ 2.70	\$ 162,000. ⁰⁰
20.5	54,600	Geonet Cap Composite Gas/Seep Mgmt. Layer (per square yard)	\$ 5. ⁷⁹	\$ 316,134. ⁰⁰
20.6	66,000	Geonet Cap Composite Drainage Layer (per square yard)	\$ 5. ⁷⁹	\$ 382,140. ⁰⁰
20.7	66,000	40 mil. VFPE Textured Cover (per square yard)	\$ 5. ⁷⁹	\$ 382,140. ⁰⁰
20.8	2,300	Cap Anchor Trench (per linear foot)	\$ 17. ⁰⁰	\$ 39,100. ⁰⁰

BID SCHEDULE (Cont.)

016

P. 3 of 3

20.9	14	Passive Gas Vents (per each)	\$ 1,450. ⁰⁰	\$ 20,300. ⁰⁰
20.10	6	Shallow Gas Vents Including Piping & Gravel (per each)	\$ 582. ⁰⁰	\$ 3,492. ⁰⁰
21.2	12,500	12" (-6") Material Clay Barrier (per square yard)	\$ 1. ⁰⁰	\$ 12,500. ⁰⁰
21.3	12,500	6" (-2") Material Clay Barrier (per square yard)	\$ 0.77	\$ 9,625. ⁰⁰
21.4	15,000	Geosynthetic Clay Barrier (per square yard)	\$ 8.06	\$ 120,900. ⁰⁰
21.5	15,000	Geonet Cut-Off Wall Composite Drainage Layer (per square yard)	\$ 5.79	\$ 86,850. ⁰⁰
21.6	14,000	18" Cut-Off Wall Protective Cover Layer (per square yard)	\$ 9.70	\$ 135,800. ⁰⁰
22.0	LS	Leachate Tank/Site Prep including road, valves, piping (per lump sum)	Lump Sum	\$ 447,000. ⁰⁰
23.1	1,000	Access Road Relocation (per square yard)	\$ 12. ⁰⁰	\$ 12,000. ⁰⁰
23.2	1,440	8' All Weather Road (per linear foot)	\$ 3.50	\$ 5,040. ⁰⁰
24.1	3,720	Barbed Wire Fence (per linear foot)	\$ 4. ⁰⁰	\$ 14,880. ⁰⁰
24.4	3	Monitoring Well Extension (per each)	\$ 1,200. ⁰⁰	\$ 3,600. ⁰⁰
25.0	20	Revegetation (per acre) (borrow areas incidental)	\$ 1,200. ⁰⁰	\$ 24,000. ⁰⁰
			TOTAL	\$3,842,621. ⁵⁰

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: Basil A. Carpenter Excavating, Inc.
 Authorized Signature: Basil Carpenter Date: 8/26/08

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Basil A. Carpenter Excavating, Inc.
of Charleston, WV, as Principal, and Western Surety Company
of Sioux Falls, SD, a corporation organized and existing under the laws of the State of _____
SD 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 of Amount Bid (\$ 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 13872 - Landfill Closure Contract - According to Plans & 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
7th day of August, 2008.

Principal Corporate Seal

Basil A. Carpenter Excavating, Inc.
(Name of Principal)
By: *Basil Carpenter*
(Must be President or
Vice President)

Basil Carpenter President
(Title)

Surety Corporate Seal

Western Surety Company
(Name of Surety)
By: *Gregory T. Gordon*
Gregory T. Gordon, WV Resident Agent, 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

Kimberly J Wilkinson, Larry D Kerr, Allan L Mc Vey, Gregory T Gordon, Patricia A Fincke, Patricia A Moye, 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 2nd day of July, 2007.



WESTERN SURETY COMPANY

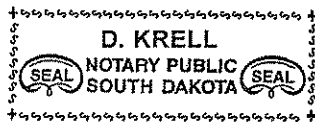
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of July, 2007, 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 hereunto subscribed my name and affixed the seal of the said corporation this 7th day of August, 2008.



WESTERN SURETY COMPANY

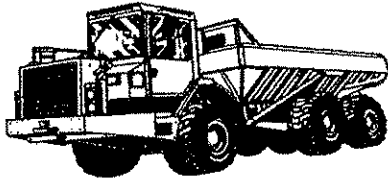
L. Nelson, Assistant Secretary

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.



Basil A. Carpenter, President

BASIL A. CARPENTER EXCAVATING, INC.
333-A CALL ROAD
CHARLESTON, WV 25312
Phone / Fax: (304) 984-3528

August 26, 2008

State of West Virginia
Department Of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 2505-0130

RE: Drug-Free Work Place Program

To whom it may concern:

Basil A. Carpenter Excavating, Inc. has a drug-free workplace policy in compliance with the Article 1D, Chapter 21 of the West Virginia Code. (See attached information)

If you have any questions please feel free to contact me at the above number or my cell number (304) 546-1601.

Sincerely,

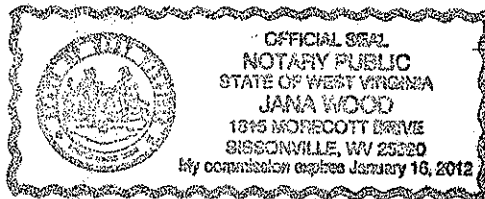
Basil Carpenter
President

STATE OF WEST VIRGINIA,
COUNTY OF Kanawha

The foregoing instrument was acknowledged before me this
25th day August by Jana Wood
2008

My commission expires

January 16, 2012



Jana Wood
Notary Public



Handwritten text, possibly a signature or date, located in the lower left quadrant of the page.

Please sign and send back in the enclosed postage pre-paid envelope.

**LET TO MEET REQUIREMENTS OF WEST
VIA DRUG-FREE WORKPLACE ACT**

BASC

CUSTOMER INFORMATION

Company Name (Client):	Basil A. Carpenter Excavating, Inc.	Phone:	304.984.0388	Fax:	304.984.3528
Address:	3339 Call Road	City:	Charleston	State:	WE+V
Primary Contact Name:	Basil A. Carpenter	Secondary Contact Name:	Phyllis Carpenter		
				Zip:	25312

SERVICES PROVIDED BY FOLEY SERVICES, INC. (Contractor)

Contractor will provide services listed below for a drug and alcohol testing program to assist in Client's requirements to meet Code of West Virginia, 1931 §21-1D-1— §21-1D-9. The annual program administration fee includes the following services which will be started on the "random start date" and will continue for 12 months and as periodically automatically extended per this agreement.

PROGRAM ADMINISTRATION

1. **FOLEY SERVICES' DRUG AND ALCOHOL PROGRAM MANUAL** is provided on a non-exclusive licensed basis and includes special forms and other materials to assist you in meeting your program requirements.
2. **DRUG AND ALCOHOL POLICY AND EDUCATIONAL MATERIALS** are provided on a non-exclusive license basis and are
3. designed to meet the requirements defined in Code of West Virginia, 1931 §21-1D-5. It includes updates, as needed, and telephone consulting.
4. **RANDOM SELECTION** of employees, including employer notification, reporting, and administration, as required by state regulations.
5. **UNLIMITED PHONE SUPPORT AND ASSISTANCE** during regular business hours.
6. **RECORD RETENTION AND STATE REPORTING ASSISTANCE** to meet Code of West Virginia, 1931 §21-1D-7 storage requirements, and client access requirements. Appropriate records will be maintained but, if you require on-site assistance for any purpose, consulting fees will be extra.
7. **CONSULTING FOR POST-ACCIDENT & REASONABLE-SUSPICION TESTING** via our toll-free support number (1-800-253-5506).
8. **SUBSTANCE ABUSE PROFESSIONAL** consulting and assistance to Client after prohibited conduct events (EXCLUDES SAP Evaluations).
9. **DHHS-CERTIFIED LABORATORY and CERTIFIED BAT TESTING** (initial screening and confirms) per state requirements.

DRUG AND ALCOHOL COLLECTION AND TESTING THAT MEET STATE REQUIREMENTS

10. **DRUG AND ALCOHOL TESTS AND COLLECTIONS ARE BILLED INDIVIDUALLY ACCORDING TO THE FEE SCHEDULE LISTED BELOW.**
11. **DRUG SPECIMEN COLLECTION** at one or more local collection facilities.
12. **MEDICAL REVIEW OFFICER (MRO)** review of all drug tests.
13. **ALCOHOL COLLECTION AND TESTING** by a Certified Breath Alcohol Technician for screening and confirmation.

ONE-TIME PROGRAM SETUP

14. **ENTRY OF CLIENT AND DRIVER** information, computerized random selection, setup, and employee management system.
15. **COLLECTION SITE SETUP** for drug test collection, alcohol testing, post-accident collection, nearest 24-hour emergency site, etc.

ADDITIONAL SERVICES

CERTIFIED SUBSTANCE ABUSE PROFESSIONAL services are available to meet state requirements and will be arranged, when required after a prohibited conduct event, for employee evaluations, return-to-duty testing and follow-up scheduling. Other Optional Services are available for: on-site training, consulting, on-site assistance for policy development, union negotiations, state audits, on-site collections (if available), Drug-Free Workplace Programs, and full-service Employee Assistance Programs, etc.

SERVICE FEES

Client will pay Contractor according to the following rate for the TERM of coverage. Non-covered tests and other fees are billed monthly.

Annual Program Management Fees		One Time Set-Up Fees		Drug & Alcohol Test Fees/Test	
Number of Covered Employees	7	Employee Setup Fee (\$10/Empl)	Waived	Drug Testing (9 Panel Test)	\$57
Annual Program Mgt. Fee/Empl	\$15	Supervisor Reasonable-Suspicion Training Manual & Video	\$189	Alcohol Testing	\$39
		Company Setup Fee	\$69		
Total Annual Program Mgt. Fee	\$105	Total One-Time Setup Fees	\$258		

Fee due upon program enrollment (First Annual Program Management Fee Plus One-Time Setup Fee): \$363

1-800-253-5506 x 708

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Foley Services, Inc. 655 Winding Brook Drive • Glastonbury, CT 06033 • Fax (860) 652-3470 • Phone (800) 253-5506 x 708

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TERMS AND CONDITIONS

Base

TERMINATION AND AUTOMATIC RENEWAL OF THE TERM: This Agreement shall have a minimum term of one year FROM THE BEGINNING OF THE PROGRAM START DATE and shall thereafter be automatically renewed for consecutive one (1) year terms unless either party gives written notice of termination (via certified mail) to the other at least thirty (30) days prior to the end of the one (1) year term then in force. Such termination will be effective on the last day of the then-current year in force.

FS INSURANCE: Foley Services, Inc. (herein "FS") will maintain a General Liability policy with a limit of at least \$1,000,000.

DUTIES: Client will be responsible for obtaining authorizations and release forms (provided by FS) from his or her covered Employee(s) to conduct drug and alcohol tests, to be responsible to assure that the client's covered employees and supervisors have viewed applicable training videos, posting notifications, to issue a policy for covered employees and to maintain records as required by applicable laws or regulations. Client is responsible for any changes made to this policy. The provided policy and other materials will be provided as guidance information, but employers are responsible for meeting local and state laws/regulations.

NON-EXCLUSIVE LICENSE FOR MATERIALS: FS provides a non-exclusive license for our copyrighted materials, including: policies, educational materials, the drug and alcohol program manual, and forms. When this agreement is no longer in effect for any reason, Client agrees to return all FS Provided Materials without notice by FS or otherwise will be liable for copyright violations to the fullest extent possible. If Client uses these licensed materials beyond the period of time in which Client is in good standing, or uses them to derive substitute materials, the minimum liquidated damages for using these licensed materials will be \$2,000 and reasonable legal fees. Client agrees to send a copy of replacement materials upon written request by FS anytime within 36 months after the termination of this agreement.

FS OBLIGATIONS: FS will undertake to provide such services with reasonable dispatch, diligence and care with the objective of assisting Client in the furtherance of the Drug and Alcohol Testing Program. However, FS cannot and does not represent that its studies, reports and other activities will reveal applicant/employee drug use, all loss or injury producing conditions, or other drug and/or alcohol problems. Therefore, FS assumes no responsibility for discovery, control or correction of hazards, damage caused by Client's Applicants, Employees, or the rehabilitation and work performance of any individual. FS provides MRO services for confirmed positive test results only. FS has no obligation under this agreement if Client is not current in fees due to FS.

INDEPENDENT CONTRACTORS: FS and Client are independent contractors; neither party shall bind or attempt to bind the other without the other's prior consent. Each party is responsible for the acts and omissions of itself, its Employees and representatives, and each party shall indemnify and save the other harmless from all liabilities, damages and costs resulting from any act or omission made by itself, its Employees or representatives.

INCREASE IN FUTURE CHARGES: An increase in any component of product or service charges in future years (or when applicable mandated laws or regulations change during a term) may be proposed by FS and agreed to by Client, provided that if Client does not object to such a proposed price increase within fifteen (15) days of receiving an invoice, this Agreement shall be deemed to be amended to reflect the increase in charges. In the event that Client does object to such a proposed price increase within the fifteen (15) day period, this Agreement shall continue without such proposed price increase, but FS may at any time thereafter terminate this Agreement by giving ten (10) days prior written notice to Client.

TERMS: All renewal fees are due fifteen (15) days before the beginning of a renewal period. All other fees are due on a net fifteen (15) day basis.

DEFAULT: If Client defaults in any of the terms and conditions of this Agreement, Client shall be liable for any and all collection charges and costs incurred by FS, including reasonable attorney's fees, which shall not be less than \$200. In the event of such default by Client, FS shall have no obligations under this agreement and shall have the right to discontinue any and all services. During the period of this default, interest shall accrue at the rate of 1.5% per month on any monies due FS.

NOTICE & GOVERNING LAW: Any notice to the other party pursuant to this Agreement shall be sent via certified mail. Notices sent to FS shall be to the corporate office in Glastonbury, Conn. (or other address specified by FS). All notices shall be deemed effective upon receipt. This agreement shall be governed in all respects by the laws of the State of Conn.

ENTIRE AGREEMENT, AMENDMENT & SEVERABILITY: This Agreement constitutes the entire agreement among the parties. Other than permitted changes in this agreement, any alteration or deviation from the specification or terms of this Agreement will be effected only by a written amendment executed by both parties. If any provision of this Agreement is found to be invalid or unenforceable, the enforceability or validity of the remaining provisions shall be unaffected.

INDEMNIFICATION: Client expressly agrees to defend, indemnify, and hold harmless FS from and against any and all damages, penalties, fines, and liabilities including attorney's fees, resulting from implementing this program. The terms and provisions of this paragraph shall survive the term of this agreement and the consideration supporting this Agreement reflects this condition.

FORCE MAJEURE: If the performance of this agreement or any obligation hereunder, except payment of monies due, is prevented, restricted, or interfered with by reason of fire, or other casualty or accident; strikes or labor disputes; inability to procure contracted services or supplies, hurricanes, earthquakes, floods or any acts of God; acts of violence, any law order, regulation, ordinance, requirement of any governmental agency, or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party, shall be excused by such performance during and to the extent of such prevention, restrictions or interference.

By this agreement, Client agrees to obtain services described herein at the fees set forth. This program automatically renews annually.

Program Enrollment Date: _____ **Program Start Date:** (Circle One) (Jan. 1, Apr. 1, Jul 1, Oct. 1)

Company Name: BASIL CARPENTER EXCAVATING INC

Signature: <u>Basil Carpenter</u>	Printed Name: <u>BASIL CARPENTER</u>	Title: <u>President</u>
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Note: Program renewal fees will be due 15 days in advance of the term expiration (based on the Program Start Date).

Please mail to: Foley Services' Corporate Office, 655 Winding Brook Drive • Glastonbury, CT 06033 • Fax (860) 652-3470 • Phone (800) 253-5506 x 708

