

**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

\*\*\*



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  
 DEP13017

PAGE  
 1

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/06/2010				

BID OPENING DATE: 04/13/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 4 *****						
ADDENDUM ISSUED FOR THE CHICOPEE COAL CO. RECLAMATION PROJECT TO DISTRIBUTE REVISED BID SCHEDULE INCLUSIVE OF BID ITEM #24. ADDENDUM INCLUDES (4) PAGES OF BID SCHEDULES AND (9) PAGES OF BID ITEM TECHNICAL SPECS.						
BID OPENING DATE AND TIME REMAIN AS ESTABLISHED IN ADDM #3: 04/13/2010 @ 1:30 PM.						
***** NO OTHER CHANGES *****						
0001		JB	962-73	RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES	ADDENDUMS 1,2,3,4	
***** THIS IS THE END OF RFQ DEP13017 *****						TOTAL: \$1 4,138,800.00

RECEIVED  
 APR 13 P 12:43  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE 304 984 1115	DATE 4/13/10
TITLE <i>President</i>	FEIN 55-0693493	ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23		2
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR: CARPENTER RECLAMATION INC.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		<b>REVISED BID SCHEDULE</b>		
		PERMIT NAME: <u>CHICOPEE COAL CO INC</u>		
		PERMIT NUMBER(S): <u>S-73-85, O-6013-88, U-6018-86</u> and <u>O-6021-89</u>		
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
<b><u>WATER QUALITY ABATEMENT</u></b>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this project)	LUMP SUMS	\$ <u>200,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this project)	LUMP SUMS	\$ <u>1,000.00</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	LUMP SUMS	\$ <u>200,000.00</u>
4.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% of total bid for this project)	LUMP SUMS	\$ <u>30,000.00</u>
<b><u>REVEGETATION</u></b>				
5.1	600 TONS	<u>AGRICULTURAL LIME</u>	\$ <u>50.00</u> PER TON	\$ <u>30,000.00</u>
5.2	150 ACRES	<u>FERTILIZER</u>	\$ <u>500.00</u> PER ACRE	\$ <u>75,000.00</u>
5.3	150 ACRES	<u>MULCH</u>	\$ <u>500.00</u> PER ACRE	\$ <u>75,000.00</u>
5.4	150 ACRES	<u>VEGETATIVE SPECIES</u>	\$ <u>300.00</u> PER ACRE	\$ <u>45,000.00</u>
6.0	<u>10,000 LF</u>	<u>SEDIMENT CONTROL STRUCTURES</u> (Maximum bid of \$5.00/LF of silt fence and hay bale material used on site.)	\$ <u>3.00</u> PER LF	\$ <u>30,000.00</u>
7.0	<u>2500 TONS</u>	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ <u>35.00</u> PER TON	\$ <u>87,500.00</u>
8.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
9.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUMS	\$ <u>300,000.00</u>

BUYER CB-23		3
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR: Carpenter Reclamation Inc.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
PERMIT NUMBER: <u>S-73-85</u>				
10.0	LUMP SUM	<u>ELIMINATE BENCH SEDIMENT CHANNELS</u>	LUMP SUM	\$ <u>70,000.00</u>
11.0	110 LF	<u>LIMESTONE V-DITCH NUMBER FIVE (#5)</u>	\$ <u>45.00</u> PER LF	\$ <u>4,950.00</u>
12.0	110 LF	<u>LIMESTONE V-DITCH NUMBER SIX (#6)</u>	\$ <u>45.00</u> PER LF	\$ <u>4,950.00</u>
13.0	500 LF	<u>LIMESTONE V-DITCH NUMBER SEVEN (#7)</u>	\$ <u>45.00</u> PER LF	\$ <u>22,500.00</u>
14.0	550 LF	<u>LIMESTONE V-DITCH NUMBER EIGHT (#8)</u>	\$ <u>45.00</u> PER LF	\$ <u>24,750.00</u>
15.0	300 LF	<u>LIMESTONE V-DITCH NUMBER NINE (#9)</u>	\$ <u>45.00</u> PER LF	\$ <u>13,500.00</u>
16.0	220 LF	<u>LIMESTONE V-DITCH NUMBER TEN (#10)</u>	\$ <u>45.00</u> PER LF	\$ <u>9,900.00</u>
17.0	400 LF	<u>LIMESTONE V-DITCH NUMBER ELEVEN (#11)</u>	\$ <u>45.00</u> PER LF	\$ <u>18,000.00</u>
18.0	2 EACH	<u>WELL HEAD / BORE HOLE SEAL</u>	\$ <u>5,000.00</u> EACH	\$ <u>10,000.00</u>
19.0	660 LF	<u>SIX (6) UNDERDRAINS</u>	\$ <u>40.00</u> PER LF	\$ <u>26,400.00</u>
20.0	LUMP SUM	<u>EROSION GULLY REPAIR</u>	LUMP SUM	\$ <u>30,000.00</u>
21.0	LUMP SUM	<u>BENCH SEDIMENT CHANNEL ELIMINATION with LIMESTONE ADDITION</u>	LUMP SUM	\$ <u>25,000.00</u>
				TOTAL \$ <u>259,950.00</u>
PERMIT NUMBER: <u>O-6013-88</u>				
22.0	LUMP SUM	<u>REGRADE and COVER REFUSE PILE</u>	LUMP SUM	\$ <u>500,000.00</u>
23.0	2,900 LF	<u>GROUTED RIP-RAP CHANNEL NUMBER ONE (#1)</u>	\$ <u>90.00</u> PER LF	\$ <u>261,000.00</u>

BUYER CB-23		4.
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR: Carpenter Reclamation Inc.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
24.0	325 LF	<u>LIMESTONE RIP-RAP CHANNEL NUMBER THREE (#3)</u>	\$ <u>60.00</u> PER LF	\$ <u>19,500.00</u>
25.0	900 LF	<u>REWORK EXISTING GROIN DITCH</u>	\$ <u>30.00</u> PER LF	\$ <u>27,000.00</u>
26.0	330 LF	<u>GROUTED V-DITCH NUMBER ONE(#1)</u>	\$ <u>45.00</u> PER LF	\$ <u>14,850.00</u>
27.0	1,900 LF	<u>LIMESTONE RIP-RAP CHANNEL NUMBER FOUR (#4)</u>	\$ <u>100.00</u> PER LF	\$ <u>190,000.00</u>
28.0	550 LF	<u>LIMESTONE CHANNEL SIX (6)</u>	\$ <u>70.00</u> PER LF	\$ <u>38,500.00</u>
29.0	110 LF	<u>LIMESTONE V-DITCH THREE (3)</u>	\$ <u>30.00</u> PER LF	\$ <u>3,300.00</u>
30.0	5000 LF	<u>GROUTED RIP-RAP CHANNEL NUMBER TWO (#2)</u>	\$ <u>90.00</u> PER LF	\$ <u>450,000.00</u>
31.0	660 LF	<u>GROUTED RIP-RAP V-DITCH NUMBER FOUR (#4)</u>	\$ <u>45.00</u> PER LF	\$ <u>29,700.00</u>
32.0	LUMP SUM	<u>ALKALINITY CELL ONE (1)</u>	LUMP SUM	\$ <u>200,000.00</u>
33.0	300 LF	<u>UNDERDRAIN FROM REFUSE TO ALKALINITY CELL</u>	\$ <u>40.00</u> PER LF	\$ <u>12,000.00</u>
34.0	LUMP SUM	<u>CLEAN POND ONE (1)</u>	LUMP SUM	\$ <u>100,000.00</u>
35.0	LUMP SUM	<u>CLEAN POND FOUR (4)</u>	LUMP SUM	\$ <u>100,000.00</u>
36.0	LUMP SUM	<u>CLEAN POND FIVE (5)</u>	LUMP SUM	\$ <u>100,000.00</u>
37.0	LUMP SUM	<u>CLEAN POND SIX (6)</u>	LUMP SUM	\$ <u>100,000.00</u>
38.0	LUMP SUM	<u>CLEAN SUMP ONE (1)</u>	LUMP SUM	\$ <u>5,000.00</u>
39.0	LUMP SUM	<u>CLEAN SUMP TWO (2)</u>	LUMP SUM	\$ <u>5,000.00</u>
40.0	5 EACH	<u>ELIMINATE PONDS</u>	\$ <u>20,000.00</u> PER EACH	\$ <u>100,000.00</u>
41.0	5 EACH	<u>INSTALL MINE SEALS</u>	\$ <u>8,000.00</u> PER EACH	\$ <u>40,000.00</u>
42.0	LUMP SUM	<u>ELIMINATE HIGHWALL</u>	LUMP SUM	\$ <u>300,000.00</u>
43.0	LUMP SUM	<u>ELIMINATE COAL STOCKPILE</u>	LUMP SUM	\$ <u>10,000.00</u>
44.0	LUMP SUM	<u>REWORK ROAD BOXCUT</u>	LUMP SUM	\$ <u>100,000.00</u>
45.0	LUMP SUM	<u>REWORK ACCESS ROAD</u>	LUMP SUM	\$ <u>20,000.00</u>

BUYER CB-23		5
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR: CARPENTER RECLAMATION INC.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
46.0	LUMP SUM	<u>ACCESS ROAD DRIVE-THRU</u>	LUMP SUM	\$ <u>10,000.00</u>
47.0	LUMP SUM	<u>COVER BARE AREAS ON EXISTING REFUSE AREA</u>	LUMP SUM	\$ <u>20,000.00</u>
			TOTAL	\$ <u>2,755,850.00</u>
		PERMIT NUMBER: <u>U-6018-86</u>		
48.0	600 LF	<u>GROUTED RIP-RAP V-DITCH NUMBER TWO (#2)</u>	\$ <u>45.00</u> PER LF	\$ <u>27,000.00</u>
			TOTAL	\$ <u>27,000.00</u>
		PERMIT NUMBER: <u>O-6021-89</u>		
49.0	500 LF	<u>CONSTRUCT LIMESTONE RIP-RAP CHANNEL NUMBER FIVE (#5)</u>	\$ <u>45.00</u> PER LF	\$ <u>22,500.00</u>
			TOTAL	\$ <u>22,500.00</u>
		PERMIT S-73-85 TOTAL		\$ <u>259,950.00</u>
		PERMIT O-6013-88 TOTAL		\$ <u>2,755,850.00</u>
		PERMIT U-6018-86 TOTAL		\$ <u>27,000.00</u>
		PERMIT O-6021-89 TOTAL		\$ <u>22,500.00</u>
		TOTAL FOR ITEMS 1-9		\$ <u>1,073,500.00</u>
		TOTAL FOR ALL PERMITS		\$ <u>4,138,800.00</u>

# 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, Beverly A Holstine, Kathryn K Arthur, Sheila Mc Cormick, 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 25th day of April, 2008.



WESTERN SURETY COMPANY

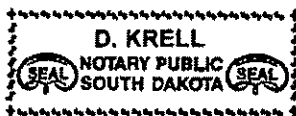
Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 25th day of April, 2008, 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  
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 9th day of April, 2010.



WESTERN SURETY COMPANY

L. Nelson  
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.



**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 DEP13017, Chicopee Coal Company Reclamation in Clay County WV, 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 9th day of April, 20 10.

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.



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

STATE OF West Virginia

COUNTY OF Kanawha, TO-WIT:

I, Kelley Carpenter, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Carpenter Reclamation Inc.; and,  
(Company Name)
- 2. I do hereby attest that Carpenter Reclamation Inc.  
(Company Name)

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

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

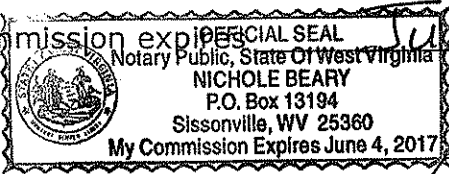
Carpenter Reclamation Inc.  
(Company Name)

By: Kelley Carpenter

Title: President

Date: 4/13/10

Taken, subscribed and sworn to before me this 13 day of April, 2010

By Commission expires June 4, 2017  
(Seal)  Nichole Beary  
(Notary Public)

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Carpenter Reclamation Inc.

Authorized Signature: Kelly Carpenter Date: 4-13-10

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 13<sup>th</sup> <sup>NE</sup> day of April, 20 10

My Commission expires June 4, 2017

NOTARY PUBLIC Nichole Beary

AFFIX SEAL HERE

