



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

# Request for Quotation

RFO NUMBER
DEP15363

PAGE
1

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

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

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

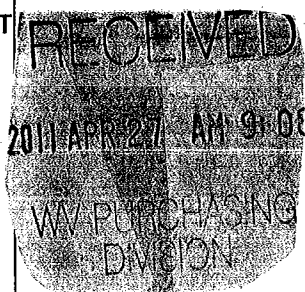
SHIP TO

VENDOR

DATE PRINTED 02/24/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 04/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73	ADDENDUM #1	\$ 1,677,777.00
<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 10-ACRE ABANDONED MINE PROJECT KNOWN AS THE "MULLENS PORTALS" PROJECT LOCATED AT MULLENS, WEST VIRGINIA, (WYOMING CO.).</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 03/22/11 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND TH MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE 304 984-1115	DATE 4/27/11	
TITLE President	FEIN 55-0693493	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

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



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

# Request for Quotation

RFQ NUMBER
DEP15363

PAGE
2

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

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

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

SHIP TO

RECEIVED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/24/2011				

BID OPENING DATE: 04/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID, WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID, WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PREBID:</p> <p>FROM BECKLEY I-77, TAKE EXIT 42 TOWARDS SOPHIA. FOLLOW WV RT. 16 SOUTH TO MULLENS.</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> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLAINE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
KC		4/27/11

TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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

**Request for  
 Quotation**

RFO NUMBER  
 DEP15363

PAGE  
 3

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
02/24/2011				

BID OPENING DATE: 04/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 WYOMING COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE DATE

TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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

# Request for Quotation

RFO NUMBER  
**DEP15363**

PAGE  
**4**

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

VENEZ RODRIGUEZ

\*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
02/24/2011				

BID OPENING DATE: **04/19/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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 AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>*****</p> <p>AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 01/31/2013) 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> <p>*****</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>Kc</b>	TELEPHONE	DATE <b>4/27/11</b>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE



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  
**DEP15363**

PAGE  
**5**

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 <b>02/24/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>04/19/2011</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>CONTRACTORS LICENSE</b>						
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, PH. 304-558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE:						
CONTRACTORS NAME: <i>... Carpenter Reclamation, Inc.</i>						
CONTRACTORS LICENSE #: <i>... WV 007728</i>						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.						
<b>APPLICABLE LAW</b>						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, 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 ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>KC</b>	TELEPHONE	DATE <b>4/27/11</b>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED '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
DEP15363

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
02/24/2011				
BID OPENING DATE: 04/19/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.						
(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.						
(2) GUARANTEE AND MAINTENANCE: (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 REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE. (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. (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>Kc</b>	TELEPHONE	DATE <b>4/27/11</b>
---------------------	-----------	---------------------

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







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

# Request for Quotation

RFO NUMBER  
**DEP15363**

PAGE  
**8**

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

VENDOR FOR

\*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 <b>02/24/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **04/19/2011**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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:          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, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **Kc**      TELEPHONE      DATE **4/27/11**

TITLE      FEIN      ADDRESS CHANGES TO BE NOTED ABOVE



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

# Request for Quotation

RFO NUMBER  
**DEP15363**

PAGE  
**9**

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

PURCHASER

\*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
02/24/2011				
BID OPENING DATE: 04/19/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

WHEN RESPONDING TO RFO, 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

RFO NUMBER
DEP15363

PAGE
10

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

S H I P T O

S H I P T O

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/24/2011				

BID OPENING DATE: 04/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURSUANT TO WV 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> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
KC		4/27/11

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



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  
**DEP15363**

PAGE  
**11**

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
02/24/2011				

BID OPENING DATE: **04/19/2011**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 &amp; 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. THE SAME RULES AND REGULATIONS THAT APPLY TO THE</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

RFO NUMBER  
**DEP15363**

PAGE  
**12**

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

PROPOSIT

\*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
02/24/2011				

BID OPENING DATE: **04/19/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.: .DEP15363...</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 .....            NO. 2 .....            NO. 3 .....            NO. 4 .....            NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kalley Carpenter</i>	TELEPHONE <b>304-984-1115</b>	DATE <b>4-27-11</b>
TITLE <i>President</i>	FEIN <b>55-0693493</b>	ADDRESS CHANGES TO BE NOTED ABOVE





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  
**DEP15363**

PAGE  
**14**

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

BIDDING

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

SHIPPING

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/24/2011				

BID OPENING DATE: **04/19/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  <i>304 984 2770</i></p> <hr/> <p>VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING:  <i>Carpenter Reclamation, Inc.</i>  <i>PO Box 13015, Sissonville, WV 25360</i></p> <hr/> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:  <i>Randy Carpenter 304 984-1115 304 543-1726</i></p>						
***** THIS IS THE END OF RFQ DEP15363 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>RC</i>	TELEPHONE	DATE <i>4/27/11</i>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE





**Mullens Portals  
DEP15363  
Contractor's Bid Sheet**

Vendors Name: Carpenter Reclamation, Inc.

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

*See Addl. #1*

Item No.	Quantity	Units	Description	Unit Price	Amount
1.0	1	LS	Mobilization & Demobilization, per lump sum-Not to exceed 10% of total bid amount	\$	\$
2.0	1	LS	Construction Survey Control, per lump sum-Not to exceed 5% of total bid amount	\$	\$
3.0	1	LS	Quality Control-per lump sum-Not to exceed 3% of total bid amount	\$	\$
4.0	1	LS	Site Preparation, per lump sum-Not to exceed 10% of total bid amount	\$	\$
5.10	753	LF	Silt Fence-per linear foot	\$	\$
5.20	18	EA	Rock Check Dam-per each	\$	\$
5.30	49	EA	Drop Inlet Protection-per each	\$	\$
6.00	10	AC	Revegetation-per acre	\$	\$
7.1	1,219	LF	Type 1 Rip Rap Ditch-per linear foot	\$	\$
7.2	427	LF	Type 1 Grouted Rip Rap Ditch-per linear foot	\$	\$
7.3	599	LF	Type 2 Grouted Rip Rap Ditch-per linear foot	\$	\$
7.4	1	EA	Low Water Crossing-per each	\$	\$
7.5	15	LF	2" Diameter Domestic PVC Pipe-per linear foot	\$	\$
7.6	270	LF	8" Diameter HDPE Pipe-per linear foot	\$	\$
7.7	456	LF	12" Diameter HPDE Pipe-per linear foot	\$	\$
7.8	1,075	LF	15" Diameter HDPE Pipe-per linear foot	\$	\$
7.9	355	LF	18" Diameter HDPE Pipe-per linear foot	\$	\$
7.10	1,363	LF	24" Diameter HDPE Pipe-per linear foot	\$	\$
7.11	1350	LF	30" Diameter HDPE Pipe-per linear foot	\$	\$
7.12	455	LF	36" Diameter HDPE Pipe-per linear foot	\$	\$
7.13	153	TON	Rip Rap Slope Protection-per ton	\$	\$
7.14	27	EA	Rip Rap Apron-per each	\$	\$
7.15	253	LF	Rip Rap Apron Extension-per linear foot	\$	\$
7.16	39	EA	WVDOH Type "G" Inlet-per each	\$	\$
7.17	4	EA	Cistern-per each	\$	\$
7.18	4	EA	WVDOH Type "A" Manhole-per each	\$	\$
7.19	7	EA	Prefabricated End Section-per each	\$	\$
7.20	11	EA	WVDOH Wingwall-per each	\$	\$
7.21	433	SY	Permanent Erosion Control Matting-per square yard	\$	\$
9.1	36	EA	Wet Seals (Standard and Modified)-per each	\$	\$
9.2	3	EA	Modified Wet Seal with Wall-per each	\$	\$
9.3	4	EA	Modified Bat Gate-per each	\$	\$
9.4	200	BAG	Soda Ash-per 50 lb bag	\$	\$
11.0	137	LF	Underdrain-per linear foot	\$	\$
11.1	109	LF	Cut-off Drain-per linear foot	\$	\$
12.0	464	TON	Bituminous Road Overlay-per ton	\$	\$
<b>TOTAL</b>					\$

OMB #1029-0119  
Expiration Date: 1/31/13

### AML CONTRACTOR INFORMATION FORM

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

#### Part A: General Information

Business Name: Carpenter Reclamation Inc Tax Payer ID No.: 55-0693493  
Address: PO 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)

1.  Information on the **attached** Entity Organizational Family Tree (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.
2. \_\_\_\_\_ Part of the information on the **attached** Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you **must** attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
3. \_\_\_\_\_ Our business 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.

4/27/11                      K. Carpenter                      President  
Date                                      Signature                                      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 from the AVS website at <https://avss.osmre.gov>.**

**Part D.**

**Contractor's Business Name:** Carpenter Reclamation, Inc.

If the current 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. 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 range from 15 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may 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 202 SIB, Constitution Ave., NW, Washington, D.C. 20240.

**Instructions for Completing AML Contractor Form OMB #1029-0119<sup>1</sup>**

**Part A: General Information.** Part A should be completed by the AML Contractor.

**Part B: Legal Structure.** Part B should be completed by the AML Contractor.

**Part C: Certifying and updating information in the Applicant/Violator System (AVS).** Part C should be completed by the AML Contractor, selecting the statement that best describes their situation.

If information is accurate, complete and up-to-date, then check the first statement and sign and date. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.<sup>2</sup>

Upon reviewing an Entity OFT printout, if you discover the information contained in AVS is not accurate, complete and up-to-date, then check the second statement and complete Part D to provide missing or corrected information that needs reflected in AVS. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.

If your business does not appear to have any information in AVS, then check the third statement and complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

**Part D:**

If current Entity OFT information for your business is incomplete, incorrect, or if you believe there is no information currently in the AVS for your business, you must complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

---

<sup>1</sup> If you need any assistance completing OMB #1029-0119, please contact the AVS Office at 800.643.9748.

<sup>2</sup> You may obtain your business' Entity OFT for certification purposes two ways. One way is to contact the AVS Office at 800.643.9748 and request the information. The second way is to access the AVS from your personal computer by visiting <https://avss.osmre.gov>. Click "Access AVS", and then Login as Guest. Place your cursor on the "Entity" Module and "Click". Type your business name in search box and press enter key. If more than one entity record appears, select your company and then "Click" on the "relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS.

AVS OFT Report - 4/5/2010 12:56:36 PM

All OFT's where the selected entity is listed as an entity or related entity

Entity Selected (140618) Carpenter Reclamation Inc

Parent Entity	Description	Related Entity	% Ownership	Begin Date	End Date
(140618) Carpenter Reclamation Inc	President	(140616) Kelley Carpenter		10/1/1989	
(140618) Carpenter Reclamation Inc	Shareholder	(140616) Kelley Carpenter	50%	10/1/1989	
(140618) Carpenter Reclamation Inc	Shareholder	(140617) Mary Carpenter	50%	10/1/1989	
(140618) Carpenter Reclamation Inc	Vice President	(140617) Mary Carpenter		10/1/1989	

Current Information

K. Carpenter

4-27-11





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

# Request for Quotation

RFO NUMBER
DEP15363

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  
 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
04/12/2011				

BID OPENING DATE: **04/27/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE MULLENS PORTALS PROJECT TO            DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, REVISED            SPECIFICATIONS, AND REVISED BID SHEET RESULTING FROM            THE MANDATORY PRE-BID MEETING ON 03/22/2011.</p> <p>BID OPENING DATE AND TIME ARE EXTENDED FROM 04/19/2011            TO 04/27/2011 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p> <p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p>						
***** THIS IS THE END OF RFQ DEP15363 ***** TOTAL:						\$ 1,677,777.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Kelley Carpenter</i>	304-984-1115	4/27/11	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>President</i>	55-0693493		

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

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

---

### INSTRUCTIONS TO BIDDERS

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



**DEP15363**  
**Mullens Portals**  
**Addendum # 1**

Item 1: The contractor will have 180 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: Q) Are we required to treat the water discharge from the portals?

- A) Please reference Specification 9.3.2. A Dewatering Plan shall be submitted and approved by the Engineer prior to any work taking place. The Contractor shall install and operate a water treatment system utilizing soda ash briquettes in a manner approved by the engineer to maintain a pH between 6.0 and 9.0 in all water above base-flow while dewatering the mines.

Item 2: Q) What if we encounter sewer lines/utilities that need to be moved?

- A) Please reference Specification 10.0, Utilities.

This work shall consist of all necessary measures to relocate, maintain and protect all utilities within the limits of work specified herein and on the construction drawings. The contractor shall notify the utility in writing at least fifteen (15) but preferably thirty (30) days prior to the time work within the area will be done. The Contractor shall be responsible for making all necessary arrangements and/or performing all necessary work to the satisfaction of the affected utility company and/or the West Virginia Department of Highways in connection with any disturbances within their right-of-way or services. The Contractor shall be solely responsible for locating all utilities within the limits of work. All damage made to existing utilities by the Contractor shall be the sole responsibility of the Contractor. In the event damage does occur, the Contractor shall notify the affected utility and the WVDEP immediately and make or have made all necessary repairs and bear the expenses thereof and resulting damage caused thereby. The Contractor shall obtain right-of-entry and/or any necessary permits for repairs or relocation. The contact number for Miss Utility of West Virginia is 800-245-4848. All materials used, and all work performed, for utility related disturbances shall be in accordance with these specifications or as indicated by the affected utility. The Contractor will not bid on utility work but will be reimbursed the actual approved invoice cost. The Contractor shall submit an estimate for utility relocation to the WVDEP for approval prior to commencing work. The WVDEP will not reimburse the Contractor for any WVDOH costs. Only utilities affected by the proposed reclamation will be reimbursed.

Item 3: Q) Are we responsible for DOH inspection fees?



- A) Yes. Please reference Section 7.0 of the General Conditions of the Specifications. The Contractor shall procure and pay for all permits, licenses, inspections, conveniences, or approvals necessary for the execution of its contract.

Item 4: Q) Are there designated waste sites on the job?

- A) No. Please reference Section 4.0, Site Preparation, for details concerning clearing/grubbing, waste and borrow procedures.

Item 5: Q) Is flowable fill accepted for the highway crossings?

- A) A detail for "Road Crossing Type F Trench" is included on Plan Sheet C-44. The detail shows a CLSM backfill. Plans have been submitted to, and approved by, the WVDOH.

Item 6: Q) Do we have to pay B&O taxes, and is burning permitted in Mullens?

- A) Please refer to Section 7.3 of the General Conditions of the Specifications. All applicable Federal and State laws and regulations, municipal ordinances, and the rules and regulations of all public authorities having jurisdiction over construction of the project shall apply to the contract throughout, and are incorporated herein by reference.

Item 7: A revised bid sheet is included with an additional item for "Construction Entrance" – Bid Item 5.40, per each.

Item 8: Section 5.0, "Sediment Control", of the Specifications has been revised to include provisions for the "Construction Entrance" bid item. A copy of the revised section is included.



## 5.0 SEDIMENT CONTROL

### 5.1 Description

This item shall consist of furnishing all materials, equipment, labor and incidentals necessary for the installation of sediment control structures as designated in the Drawings. Sediment control shall be placed on regraded outslope areas concurrent with construction and prior to revegetation. Additional quantities may be added at the discretion of the WVDEP.

The CONTRACTOR shall implement the approved sediment and erosion control as shown in the plans. The Contractor may add sediment and erosion features but cannot subtract from those on the plans.

### 5.2 Materials

5.2.1 Silt Fence: Silt fencing materials and installation shall meet all applicable requirements of Section 715.11.5 and 642.6 of the West Virginia Division of Highways **Standard Specifications for Roads and Bridges**, adopted 2000. Even with the specific prior approval of the WVDEP, the use of silt fence shall be limited to relatively flat areas and the toe of selected slopes.

5.2.2 Rock Check Dams: Rock Check Dam materials and installation shall meet the applicable requirements of Section 715.11.5 and 642.6 of the WVDOH **Standard Specifications for Roads and Bridges**, adopted 2000. The materials used for the Rock Check Dams are illustrated on the detail sheets and include limestone rip rap as specified in Section 7.2.1 and WVDOH #3 Stone Course Aggregate.

5.2.3 Drop Inlet Protection: Drop Inlet Protection materials and installation shall meet the applicable requirements of Section 715.11.5 and 642.6 of the WVDOH **Standard Specifications for Roads and Bridges**. The materials used for the Drop Inlet Protection are illustrated on the detail sheets

5.2.4 Construction Entrances: Construction Entrance materials and installation shall be per the detail in the plans.

### 5.3 Maintenance

During the course of the project, sediment control structures shall be maintained in sound condition and accumulations of silt which may threaten their effectiveness shall be removed. Silt removed from the sediment control

structures shall be taken to an approved disposal area.

#### **5.4 Installation**

Silt barriers and check dams for sediment control during construction shall be placed in those locations shown on the plan sheets and areas approved by the WVDEP. The Contractor shall install silt fence downgrade of stockpiled areas, temporary access roads, and other disturbed areas to confine sediment. The silt fence shall be placed along the contour. Fabric shall be embedded four (4) inches into the ground and the stakes shall penetrate a minimum of 14 inches into the ground as shown on the drawings. Check dams for ditch construction, shall be installed similarly and as shown on the plan details. Construction entrances shall be constructed in the locations shown on the plans.

#### **5.5 Method of Measurement**

**5.5.1** Silt fence should be measured to the nearest linear foot for silt barrier placed in conformance with specifications and accepted by the WVDEP.

**5.5.2** Measurement for rock check dams shall be performed per each for rock check dams placed in conformance with specifications and accepted by the WVDEP.

**5.5.3** The method of measurement for Drop Inlet Control shall be per each.

**5.5.4** The method of measurement for Construction Entrances shall be per each.

**5.5.5** Any additional sediment control, i.e. sumps etc., installed by the contractor to meet any applicable State or Federal Law or Regulation shall be the Contractor's sole responsibility and all costs pursuant thereto shall be born fully by the Contractor. However, any additional sediment trapping device approved by the WVDEP prior to placement shall be included for measurement.

#### **5.6 Basis of Payment**

The quantity of work completed will be paid at the contract unit price bid for the following items, which price and payment shall be full compensation for all materials, labor, equipment and incidentals necessary to perform the work. Additionally, payments shall constitute full compensation for any required maintenance, sediment removal and disposal.

**5.7 Pay Item**

Item 5.1. "Silt Fence", per linear foot.

Item 5.2, "Rock Check Dam", per each.

Item 5.3, "Drop Inlet Protection", per each.

Item 5.4, "Construction Entrance", per each.

**ADDENDUM NO. 1**

**Mullens Portals**

**DEP15363**

**Revised Contractor's Bid Sheet**

Vendors Name: Carpenter Reclamation Inc.

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

ITEM NO.	QUANTITY	DESCRIPTION	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
1.0	1	Mobilization & Demobilization, per lump sum-Not to exceed 10% of total bid amount	\$ 140,000.00	\$ 140,000.00
2.0	1	Construction Survey Control, per lump sum-Not to exceed 5% of total bid amount	\$ 20,000.00	\$ 20,000.00
3.0	1	Quality Control-per lump sum-Not to exceed 3% of total bid amount	\$ 20,000.00	\$ 20,000.00
4.0	1	Site Preparation, per lump sum-Not to exceed 10% of total bid amount	\$ 143,970.00	\$ 143,970.00
5.10	753	Silt Fence-per linear foot	\$ 5.00	\$ 3,765.00
5.20	18	Rock Check Dam-per each	\$ 2,000.00	\$ 36,000.00
5.30	49	Drop Inlet Protection-per each	\$ 200.00	\$ 9,800.00
5.40	5	Construction Entrance, per each	\$ 2,000.00	\$ 10,000.00
6.00	10	Revegetation-per acre	\$ 2,000.00	\$ 20,000.00
7.1	1219	Type 1 Rip Rap Ditch-per linear foot	\$ 40.00	\$ 48,760.00
7.2	427	Type 1 Grouted Rip Rap Ditch-per linear foot	\$ 80.00	\$ 34,160.00
7.3	599	Type 2 Grouted Rip Rap Ditch-per linear foot	\$ 90.00	\$ 53,910.00
7.4	1	Low Water Crossing-per each	\$ 2,000.00	\$ 2,000.00
7.5	15	2" Diameter Domestic PVC Pipe-per linear foot	\$ 40.00	\$ 600.00
7.6	270	8" Diameter HDPE Pipe-per linear foot	\$ 30.00	\$ 8,100.00
7.7	456	12" Diameter HDPE Pipe-per linear foot	\$ 40.00	\$ 18,240.00
7.8	1075	15" Diameter HDPE Pipe-per linear foot	\$ 50.00	\$ 53,750.00
7.9	355	18" Diameter HDPE Pipe-per linear foot	\$ 60.00	\$ 21,300.00
7.10	1363	24" Diameter HDPE Pipe-per linear foot	\$ 70.00	\$ 95,410.00
7.11	1350	30" Diameter HDPE Pipe-per linear foot	\$ 80.00	\$ 108,000.00
7.12	455	36" Diameter HDPE Pipe-per linear foot	\$ 100.00	\$ 45,500.00
7.13	153	Rip Rap Slope Protection, per ton	\$ 30.00	\$ 4,590.00
7.14	27	Rip Rap Apron-per each	\$ 2,000.00	\$ 54,000.00
7.15	253	Rip Rap Apron Extension, per linear foot	\$ 50.00	\$ 12,650.00
7.16	39	WVDOH Type "G" Inlet-per each	\$ 6,000.00	\$ 234,000.00
7.17	4	Cistern, per each	\$ 10,000.00	\$ 40,000.00
7.18	4	WVDOH Type "A" Manhole-per each	\$ 8,000.00	\$ 32,000.00
7.19	7	Prefabricated End Section-per each	\$ 2,000.00	\$ 14,000.00
7.20	11	WVDOH Wingwall-per each	\$ 2,000.00	\$ 22,000.00
7.21	433	Permanent Erosion Control Matting - per square yard	\$ 4.00	\$ 1,732.00
9.1	36	Wet Seals (Standard and Modified)-per each	\$ 6,000.00	\$ 216,000.00
9.2	2	Modified Wet Seal with Wall-per each	\$ 8,000.00	\$ 16,000.00
9.3	4	Modified Bat Gate-per each	\$ 10,000.00	\$ 40,000.00
9.4	200	Soda Ash-per 50 lb bag	\$ 10.00	\$ 2,000.00
11.0	137	Underdrain-per linear foot	\$ 40.00	\$ 5,480.00
11.1	109	Cut-off Drain-per linear foot	\$ 60.00	\$ 6,540.00
12.0	464	Bituminous Road Overlay-per ton	\$ 180.00	\$ 83,520.00
		<b>TOTAL</b>		<b>\$1,677,777.00</b>



## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # :  
Project :

DEP15363
Mullens Portals

Pre-Bid Date:  
Bid Opening Date:

3/22/2011
4/19/2011

Name: Bob Paulsenburg  
~~DCI SHIRES~~  
Company: DCI SHIRES  
Address: 1259  
Bluefield wva  
Phone #: 304-673-9388  
Fax #: 304-523-3057  
Email: Bob.Paulsenburg@gmail.com

Name: JOE TUCKER  
Company: UPION CONSTRUCTION CO. INC.  
Address: P.O. Box 39  
DUNBAR WV 25064  
Phone #: 304-744-4627  
Fax #: 304-744-4626  
Email: UCCI0119@HOTMAIL.COM

Name: Ashley Adkins  
Company: Aspen Corporation  
Address: 2400 Ritter Drive  
Daniels WV 25832  
Phone #: 304-763-4573  
Fax #: 304-763-4591  
Email: jadkins@aspen-golf.com

Name: JOE WISEMAN  
Company: WISEMAN EXCAVATING  
Address: RT 1 BOX 190  
LIBERTY, WV 25124  
Phone #: 304-586-3736  
Fax #: 304-586-3739  
Email: wisemanfarm@aol.com

Name: DAVID H. BOWMAN  
Company: GREEN MOUNTAIN CO  
Address: 511 50<sup>th</sup> STREET  
Chas WV 25304  
Phone #: 304 925 0253  
Fax #: 925-9230  
Email: Jody Maye AOL.COM

Name: Randy Carpenter  
Company: Carpenter Reclamation  
Address: PO Box 13015  
Sissonville, WV 25366  
Phone #: 304-984-1115  
Fax #: 984-2770  
Email: Rcarp103@aol.com

Name: James Cooper  
Company: TRI-STATE PIPELINE, INC  
Address: 6351 US RT W EAST, SUITE 3  
Barboursville, WV 25504  
Phone #: 304-733-6801  
Fax #: 304-733-6803  
Email: jamescooper@tri-statepipeline.com

Name: Kevin Bradford  
Company: PINEVILLE PAVING & EXCAVATION  
Address: P.O. BOX 1290  
PINEVILLE WV 24874  
Phone #: 304-732-8303  
Fax #: 304-732-7855  
Email: KDBPPI@AOL.COM

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: 

DEP15363
----------

  
 Project: 

Mullens Portals
-----------------

Pre-Bid Date: 

3/22/2011
-----------

  
 Bid Opening Date: 

4/19/2011
-----------

Name: MIKE FORENIG  
 Company: ATC ASSOC  
 Address: 3 TERRI AVE  
ROSELINGTON, NJ  
 Phone #: 330-620-1252  
 Fax #: 609-386-7957  
 Email: \_\_\_\_\_

Name: Ann Wanswell  
 Company: EASTERN AIRPORT  
 Address: 70 BOX 6108  
CHARLESTON WV 25360  
 Phone #: 304-614-0255  
 Fax #: 0256  
 Email: easternarrow@hotmail.com

Name: Spencer Woodell  
 Company: Conq. & Up Inc  
 Address: PO Box 243  
Simpson WVA  
 Phone #: 304 739 4397 <sup>26435</sup>  
 Fax #: 304 739 4401  
 Email: FAX

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

Name: Wes Adair  
 Company: A&A ENERGY INC  
 Address: 151 STEWART ST  
Welch WVA 24801  
 Phone #: 304-320-3961  
 Fax #: 304-436-5111  
 Email: Wesadair@16Tmsil.com

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

Name: James R. Ciniti "JR"  
 Company: TRIAD ENG.  
 Address: 4980 Feays Valley Rd.  
Scott Depot 25560  
 Phone #: 204-755-0721  
 Fax #: 204-241-755-1880  
 Email: bciniti@triadeng.com

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

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, See Attached  
\_\_\_\_\_ 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  
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  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Corporate Seal

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

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

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

Surety Corporate Seal

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

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

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

- (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
(W) Signature of Attorney in Fact of the Surety

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

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

(R)

(U) Surety Corporate Seal

(Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(V) (Name of Surety)
(W) Attorney-in-Fact

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

**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 DEP15363, Mullens Portals in Wyoming 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 16th day of March, 20 11.

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, 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 11th day of August, 2010.



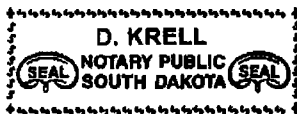
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 11th day of August, 2010, 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 16th day of March, 2011



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.



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

STATE OF WV

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)

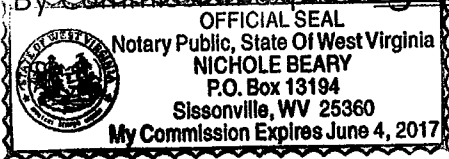
By: Kelley Carpenter

Title: President

Date: 4-27-11

Taken, subscribed and sworn to before me this 27 day of April 2011

By Commission expires June 4, 2017



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 exceeds 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: Kelley Carpenter Date: 4/27/11

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 27 day of April, 20 11.

My Commission expires June 4, 20 17.

AFFIX SEAL HERE

NOTARY PUBLIC

Nichole Beary

