



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  
 DEP15396

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

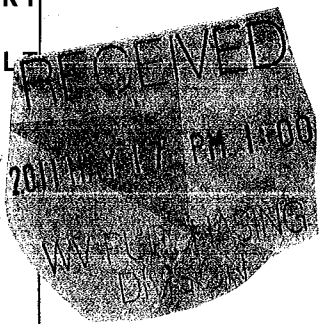
SHIP TO

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

DATE PRINTED 03/16/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 05/12/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73	Appendum #1	\$ 677,330.00
<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 7-ACRE ABANDONED MINE PROJECT KNOWN AS THE "GORDON "C" REFUSE PILE" PROJECT LOCATED AT GORDON, WEST VIRGINIA, (BOONE CO.).</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 04/13/11 @ 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: *Kelley Carpenter*      TELEPHONE: 304 984-1115      DATE: 5-17-11

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.

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**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).



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03/16/2011				

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<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 MADISON, WV, TAKE WV RT. 85 SOUTH TO VAN. TURN LEFT ON CO. RT. 5 TOWARD THE TOWN OF GORDON. TRAVEL APPROXIMATELY 3/4 MILE AND MAKE A LEFT, CONTINUING ON CO. RT. 5. THE SITE IS APPROXIMATELY 0.5 MILE ON THE RIGHT.</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 \$20.00 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 COMPLAINEE 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</p>						

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SIGNATURE <b>KC</b>	TELEPHONE	DATE <b>5-17-11</b>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE



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

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT            800-643-9748 OR WWW.AVS.OSMRE.GOV            *****</p> <p style="text-align: center;">CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305, PH. 304-558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.            BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Carpenter Reclamation, Inc.</i></p> <p>CONTRACTORS LICENSE #: <i>WV - 007728</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES &amp; REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p>						

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<p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>(1) NOTICE TO PROCEED:            THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.</p> <p>(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 REMEDIATED 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.</p>						

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				(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.		
				(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.		
				(3) TERMINATION: (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.		
				(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: (A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE. (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.		
				(5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "GORDON "C" REFUSE PILE" PROJECT. PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 25 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING COMPANY.		
				(6) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN		

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<p>APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.</p> <p>(7) APPLICATION FOR PARTIAL PAYMENT:            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, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATIN</p>						

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE 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  
**DEP15396**

PAGE  
**10**

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

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/16/2011				

BID OPENING DATE: **05/12/2011**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>Kc</b>	TELEPHONE	DATE <b>5-17-11</b>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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# Request for Quotation

RFQ NUMBER  
**DEP15396**

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**11**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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VENDOR

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**25304**                      **304-926-0499**

DATE PRINTED <b>03/16/2011</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **05/12/2011**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</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>						

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 LABELLED 'VENDOR'



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# Request for Quotation

RFQ NUMBER  
**DEP15396**

PAGE  
**12**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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**25304**      **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/16/2011				

BID OPENING DATE: **05/12/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: .DEP15396...</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1    ✓    .....</p> <p>NO. 2    .....</p> <p>NO. 3    .....</p> <p>NO. 4    .....</p> <p>NO. 5    .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **KC**      TELEPHONE      DATE **5-17-11**

TITLE      FEIN      ADDRESS CHANGES TO BE NOTED ABOVE





State of West Virginia  
 Department of Administration  
 Purchasing Division  
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# Request for Quotation

RFQ NUMBER  
**DEP15396**

PAGE  
**14**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/16/2011				

BID OPENING DATE: **05/12/2011**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BID OPENING DATE:      05/12/2011</p> <p>BID OPENING TIME:      1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="padding-left: 40px;"><u>304 984 2770</u></p> <hr/> <p>VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING:</p> <p><u>Carpenter Reclamation Inc</u></p> <p><u>PO Box 13015, Sissonville, WV 25360</u></p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p><u>Randy Carpenter... 304 984-1115... 304 543-1726.</u></p> <p>***** THIS IS THE END OF RFQ      DEP15396 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>KC</b>	TELEPHONE	DATE <b>5-17-11</b>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

## Gordon "C" Refuse Pile

DEP15396

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.

*See Addendum #1*

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.1	LS	Mobilization & Demobilization (Lump Sum) (Cannot exceed 10% of the Total Amount Bid)	LS	\$
2.1	LS	Construction Layout (Lump Sum) (Cannot exceed 5% of the Total Amount Bid)	LS	\$
3.1	LS	Quality Control (Lump Sum) (Cannot exceed 3% of the Total Amount Bid)	LS	\$
4.1	LS	Clearing and Grubbing (Lump Sum) (Cannot exceed 5% of the Total Amount Bid)	LS	\$
4.2	LS	Temporary Site Access Bridge(Lump Sum)	LS	\$
5.1	700 LF	Silt Fence (Per Linear Foot)	\$	\$
5.2	1,700	Super Silt Fence (Per Linear Foot)	\$	\$
5.3	9 EA	Stone Check Dam (Per Each)	\$	\$
5.4	1 EA	Stabilized Construction Entrance (Per Each)	\$	\$
6.1	7 ACRES	Revegetation (Per Acre)	\$	\$
7.1	1,058	Type I RipRap Ditch (Per Linear Foot)	\$	\$
7.2	312 LF	Type II Grouted Riprap Ditch (Per Linear Foot)	\$	\$
7.3	1,085	Type III Ditch Grouted Riprap (Per Linear Foot)	\$	\$
7.4	100 LF	Underdrain (Per Linear Foot)	\$	\$
7.5	50 LF	Underdrain Conveyance Pipe ( Per Linear Foot)	\$	\$
7.6	307 LF	24" HDPE Pipe Culvert (Per Linear Foot)	\$	\$
7.7	2 EA	Modified Type 'G Drop Inlet (Per Each)	\$	\$
7.8	1 EA	Splash Pad(Per Each)	\$	\$
8.1	2,500 CY	Unclassified Excavation (Per Cubic Yard)	\$	\$
8.2	1 ACRES	Soil Cover (Per Acre)	\$	\$
10.1	6 EA	Wet Mine Seals (Per Each)	\$	\$
10.2	1 EA	Modified Wet Mine Seal ( Per Each)	\$	\$
10.3	400 LF	Mine Seal Conveyance Pipe (Per Linear Foot)	\$	\$
10.4	10 BAG	Acid Mine Drainage Treatment (Per 50 lb. Bag)	\$	\$
		<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<sup>Inc.</sup> 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.

5-17-11  
Date

K. Carpenter  
Signature

President  
Title

**IMPORTANT!** In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or 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 N/A \_\_\_\_\_ 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.**

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<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.



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# Request for Quotation

RFQ NUMBER  
**DEP15396**

PAGE  
**1**

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

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**25304**                      **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/04/2011				

BID OPENING DATE: **05/17/2011**                      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>ADDENDUM NO. 1</b>		
				<b>ADDENDUM ISSUED FOR THE GORDON "C" REFUSE PILE PROJECT IN BOONE CO., TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, THE REVISED &amp; NEW SPECIFICATIONS, THE REVISED DRAWING, AND THE REVISED BID SCHEDULE AS A RESULT OF THE MANDATORY PRE-BID MEETING ON 04/13/2011.</b>		
				<b>BID OPENING DATE AND TIME ARE EXTENDED FROM 05/12/11 TO 05/17/11 AT 1:30 PM.</b>		
				<b>NO OTHER CHANGES</b>		
<b>0001</b>	<b>1</b>	<b>JB</b>		<b>962-73</b>		
				<b>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</b>		
				<b>***** THIS IS THE END OF RFQ DEP15396 *****</b>		<b>TOTAL: \$ 677,330.00</b>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE <b>304 984 1115</b>	DATE <b>5-17-11</b>
TITLE <i>President</i>	FEIN <b>55-0693423</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

**DEP15396**  
**Gordon "C" Refuse Pile**  
**Addendum # 1**

Item 1: The contractor will have 90 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 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: Q) How much soil cover is required?

A) Twelve inches. Please refer to Section 8 of the specifications.

Item 2: Q) Can you clarify the access issues on the lower end of the job, near the county delta route.

A) Access in this area is granted specifically to accommodate the proposed work in the immediate area (installation of the modified G-inlet and the 24-inch HDPE pipe). This area is not to be a construction entrance to access the remainder of the job.

Item 3: Q) Are we responsible for asbestos testing?

A) It is not anticipated that the structures to be demolished contain asbestos. However, if encountered, it is the contractor's responsibility to comply with all Federal, State, and local regulations concerning its disposal.

Item 4: Q) Is a Corps permit required for the temporary crossing?

A) The intent is to construct the temporary crossing with no material being placed below the ordinary high water mark. It is not anticipated that a Corps permit will be required.

Item 5: Q) What permits are required?

A) As referenced in Section 7 of the General Conditions, the Contractor shall procure and pay for all permits, licenses, inspections, conveniences, or approvals necessary for the execution of its contract. The storm water permit (NPDES) has been obtained. A right-of-way encroachment permit application (Division of Highways) has been submitted. The acquisition of all other required permits will be the responsibility of the Contractor.

Item 6: The construction work limits have been modified to accommodate the anticipated drilling operations. A revised plan sheet is included with this addendum.

Item 7: Section 4.0 of the Specifications has been modified. A copy of the revised specifications is included with this addendum.

Item 8: The bid sheet has been modified. Bid Item 4.1, "Clearing and Grubbing", has been deleted and replaced with Bid Item 4.1, "Site Preparation". Bid Item 11.1, "Drilling", has been added. A copy of the revised bid sheet and specifications are included with this addendum. The revised bid sheet supersedes the original bid sheet, as well as, the bid item information shown on the Title Sheet of the project plans.

## 11.0 DRILLING

### 11.1 Description

This work consists of drilling bore holes from the ground surface to the base of the mined coal seam and installing and removal of piezometers as directed by these Specifications.

### 11.2 Materials

#### 11.2.1 Piezometers

Piezometers shall consist of a 3 to 5 foot minimum long tip section of commercial slotted (No. 20 Slot) standard diameter Schedule 40, polyvinyl chloride pipe, meeting the requirements of ASTM D-1784 with solvent cemented slip-on joints or threaded flush-joint pipe or commercially slotted aluminum piezometers. The top of the riser shall be threaded to accept a threaded heavy duty PVC cap with 1/8" diameter vent hole

### 11.3 Equipment:

Standard rotary type drilling equipment can be used. The drilling equipment must be capable of drilling vertical holes as directed by the WVDEP to the required diameter and depth. At a minimum, the holes must be drilled to accommodate a two-inch piezometer.

The contractor shall furnish a water truck capable of hauling an minimum of 500 gallons as necessary where water supplies are not readily available.

The drilling equipment must be equipped with dust collection and/or control devices capable of minimizing fugitive dust emissions during the drilling operation. All drills utilized on this project should be at a minimum, equipped with dust skirts on the drill table, an exhaust system meeting the original manufacturers recommendations or equipment, dust collars which fit around the drill steel as it passes through the drill table (regardless of top or bottom drive), and water spray bars. Drills shall also be equipped with pressure gauges, which indicate the down hole drilling pressure.

### 11.4 Procedures

All boreholes drilled shall be drilled to the base of the mined coal seam and shall have a diameter of sufficient size to permit the installation and removal of a piezometer. The contractor shall submit a drilling plan to the engineer for review and approval prior to commencement of drilling operations. The WVDEP engineer reserves the right to: specify the sequence of drilling, terminate the

drilling of any of the holes at any depth, order the drilling of holes, in addition to those specified herein or delete the drilling of holes specified herein, or change the proposed location of any of the holes.

Special provisions or plans needed to avoid existing structures, utilities, etc., shall be approved by WVDEP prior to the Contractor utilizing these provisions or plans to drill the associated boreholes.

Drilling shall be performed in such a manner as to minimize mine roof collapse, such as reducing down pressure, etc., directly above the mine. The Contractor will be responsible for drilling holes as needed to reach the desired point in the mine. The holes shall be drilled with bits and stabilizers or collars (as required) to provide full-diameter, straight holes.

Water encountered in the drilling process and carried to the surface with cuttings shall be contained and filtered by the use silt fence. Silt fence shall be paid under Section 5.0, "**Sediment Control**". Cuttings and dust sludge shall be cleaned from the hole area after drilling is completed and prior to piezometer installation. Water discharged from the immediate work areas shall meet all applicable Federal, State and local effluent limitations.

Drilling records (logs) shall be developed by the Contractor to document the types of soil and rock encountered, the depth of changes in soil and rock types, locations of voids, fractures, and water bearing zones. In every hole, special attention shall be given to the conditions at mine level (i.e. presence of coal, gob, roof falls, voids, mud and water), and the location of abnormal loss or gain of drill water or air. The Contractor shall note on the logs which holes, if any, are interconnected as evidenced by dust or water discharge from hole(s) other than the hole being drilled. Drilling records (logs) shall be provided to the WVDEP engineer within one day of completion of the hole and prior to the injection of material.

Upon completion of mine dewatering and mine seal installation the piezometers will be removed and the drill hole will be grouted. Piezometer Abandonment: Piezometers are to be removed and abandoned by an individual who has been certified by the State of West Virginia in accordance with 47CSR59 "Monitoring Well Regulations.". This certification is required for construction, installation, alteration and/or abandonment of any monitoring wells and select boreholes. Piezometers should not be abandoned until mine dewatering is completed.

#### 11.5 **Method of Measurement:**

The method of measurement for drilling in both soil and rock will be made in linear feet from the ground surface to the actual depth drilled along the axis of the hole.



This shall include the cost of furnishing all labor, materials, tools and equipment required for drilling the holes, installation and removal of piezometers, removing all materials from the casing and maintaining the holes open and clean until no longer required, and all incidental work connected therewith.

#### 11.6 **Basis of Payment**

Payment will be made at the contract unit price per linear foot.

#### 11.7 **Pay Items**

**Item 11.1 “Drilling”**, per linear foot.

## **4.0 SITE PREPARATION**

### **4.1 Description**

Work performed under this section shall include the removal and disposal of all trees, stumps, shrubs and any other vegetation, wood, debris, abandoned mining structures, refuse and garbage of any nature from the limits of the areas of construction and any other areas as approved by WVDEP. This work shall also include the preservation from injury to all vegetation, utilities or other objects to remain. As directed by the Engineer, exposed refuse material encountered during project construction shall be graded to drain, soil covered, seeded and mulched.

Roads shall be protected as per notes on the attached plans. Stone consisting of a four (4) inch layer of Class I Aggregate shall be placed on disturbed access roads at the completion of the construction as shown on the attached plans or directed by the WVDEP.

### **4.2 Materials**

#### **4.2.1 Tree Wound Dressing**

Trunk damage to trees shall be painted with Tree-kote or an equal antiseptic and waterproof paint with an asphaltic base. This paint shall not contain coal-tar creosote, turpentine or other materials harmful to plants or animals.

### **4.3 Construction Methods**

#### **4.3.1 Site Preparation**

The specific areas to be cleared and grubbed are as shown on the Contract Drawings and are generally described as, but not limited to, those specific areas of excavation, backfill, or drainage structure installation.

The Contractor shall clear the site within the limits of the areas to be reclaimed. The WVDEP shall exercise control over clearing and shall designate all trees, plants and other objects to be removed or to remain.

Install perimeter erosion and sediment controls (BMP's) prior to clearing and grubbing. These controls shall be approved by the WVDEP inspector before clearing and grubbing begins. Clearing and grubbing shall be completed prior to initiation of earthwork operations. The Contractor shall confine his operations strictly to required areas. If he clears and grubs beyond the required areas, whether knowingly or accidentally, he shall, at his expense, replant and otherwise restore all areas outside the limit lines to a condition equal to that existing prior to start of work.

All stumps, roots, buried logs and brush shall be removed. Grass, however, may be incorporated into the resoiling material. Tap roots and other projections over 1 ½ inches in diameter shall be grubbed out to a depth of at least ten (10) inches below the planned subgrade or slope elevation. All holes remaining after the grubbing operation shall have the sides broken down to flatten out the slopes, and shall be filled with suitable materials, moistened and properly compacted.

Cleared and grubbed areas shall be worked such that positive drainage is provided to prevent ponding of water.

All organic material shall be burned on site. Burning of the combustible material will not be permitted within close proximity to coal seams or structures. The Contractor shall obtain all permits and licenses required prior to burning the material. A plan showing the location of material to be burned and all fire control measures to be implemented, including copies of permits and licenses shall be submitted to the WVDEP's representative at the site for approval. All timber 8" in diameter and larger at stump height shall be cut prior to clearing and grubbing operations. Timber shall be topped with branches removed and stacked and stockpiled in an appropriate manner in an accessible location approved by WVDEP on the property from which it was cut. Timber to be stockpiled shall not be pushed down by equipment prior to being cut nor can it be indiscriminately shoved into a stockpile.

All other materials generated from required clearing and grubbing operations shall be removed and disposed of by the Contractor. All garbage, tires, construction debris, mining debris, mining structures, etc., within the limits of construction, shall be disposed at a licensed landfill. Weigh ticket as receipts for this material will be required.

#### **4.3.2 Access Road**

The contractor shall construct, maintain, and reclaim the temporary construction access road. Upon completion of the project, the contractor shall return the disturbed area to the approximate original conditions as approved by the Engineer. Existing site access roads shall provide safe, all-weather access to the site. These existing roads, including paved roads, shall be maintained during construction and left in an equal or improved state of repair after construction.

Construction of the access roads that require access interruption are to be coordinated with residents and utility companies and kept to a minimum. The Contractor is responsible for locating and avoiding all underground

and overhead utilities and constructions during access road upgrading and maintenance.

It shall be the sole responsibility of the Contractor to correctly locate and avoid all underground, on-ground, and overhead utilities, facilities and other structures and constructions, and for that purpose, shall employ all necessary precautions and methods to insure avoidance of and damage to such constructions. In the event damage does occur, the Contractor shall notify the affected Owner and the WVDEP immediately and make or have made all necessary repairs and bear the expense thereof and resulting damage caused thereby. See Division I, Section 1.15, Utilities and Other Obstructions, of the Special Provisions for more information on utilities.

The contractor shall be solely responsible for maintaining roads and driveways during construction.

#### **4.3.3 NEPA Compliance Schedule**

The West Virginia Department of Environmental Protection has determined that off-site disposal (or borrow) may be required to complete reclamation on this site. Since the most effective location has not been determined, the following procedures will be observed relative to selection and utilizing any disposal (or borrow location).

No disposal (or borrow) site operations will affect a site listed in, eligible or proposed to be listed in the National Register of Historic Places.

No disposal (or borrow) operations will be located within one-quarter mile of any Federally listed, established or prospective component of the National Wild and Scenic River System under 16 USC 1274 and 1276.

Disposal (or borrow) site operations will not cause a significant encroachment within the base floodplain (E.O. 11988: Floodplain Management). Disposal (or borrow) site operations will not be located in or affect a critical habitat of a Federally listed endangered or threatened species under 16 USC 1531, et. seq.

No disposal (or borrow) operations will occur in wetland areas which are designated by appropriate agencies. Disposal (or borrow) site operations will be consistent with any approved plans governing ambient air quality.

Adherence to these mitigation measures does not relieve the grantee or recipient of the obligation or responsibility to obtain other Federal, State, or local approvals required to use disposal (borrow) and conduct such activities.

Documentation: Copies of disposal (borrow) site approvals, and concurrences will be submitted to the Department of Environmental Protection prior to the commencement of reclamation activities.

Site Monitoring: Disposal (borrow) activities will be monitored by the State to ensure compliance with contractual requirements, applicable Federal, State, and local laws, and any permit conditions.

#### **4.3.4 Temporary Site Access Bridge**

The contractor will construct a temporary bridge crossing the creek at the location shown on the plan sheets. The contractor will supply the WVDEP and the engineer with design computations from a Registered West Virginia Professional Engineer for the proposed structure. Computations will demonstrate that the proposed bridge is adequate to carry the contractor's largest anticipated piece of equipment or anticipated loads of materials to be delivered to the site.

The requirements for the proposed temporary bridge also include an open waterway cross section below the structure of at least 96 square feet to maintain the creek channel's existing capacity.

Due to the location of the temporary structure and the configuration of the existing roadway the contractor will provide adequate signing and flagging along the existing roadway to allow construction equipment to safely enter and exit the site. The traffic control method to be utilized in accordance with the WVDOH "Traffic Engineering Manual" Condition will be Case A3. See attached copy in the appendix of this specification.

### **4.4 Method of Measurement**

#### **4.4.1 Site Preparation**

The method of measurement for Site Preparation will be on a lump sum basis. Clearing and grubbing, Stockpiling timber, removal of trees, shrubs, equipment, garbage, tires, junk, structures refuse, and debris will not be measured but will be considered incidental to the site preparation operations. The contractor is responsible for maintenance of roads during construction.

#### **4.4.2 Temporary Site Access Bridge**

The method of measurement for Temporary Site Access Bridge as shown on the plans, shall be on a lump sum basis for completing, maintaining, removal of the bridge and the maintenance of traffic.

#### 4.5 **Basis of Payment**

##### 4.5.1 **Site Preparation:**

The quantity of work done will be paid at the contract lump sum bid for this item, which price and payment shall be full compensation for doing all the work herein prescribed in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, and incidentals necessary to complete the work.

No deduction will be made, nor will any increase be made, in the lump sum site preparation amount regardless of decreases or increases in the final total contract amount or for any other cause.

##### 4.5.2 **Temporary Site Access Bridge**

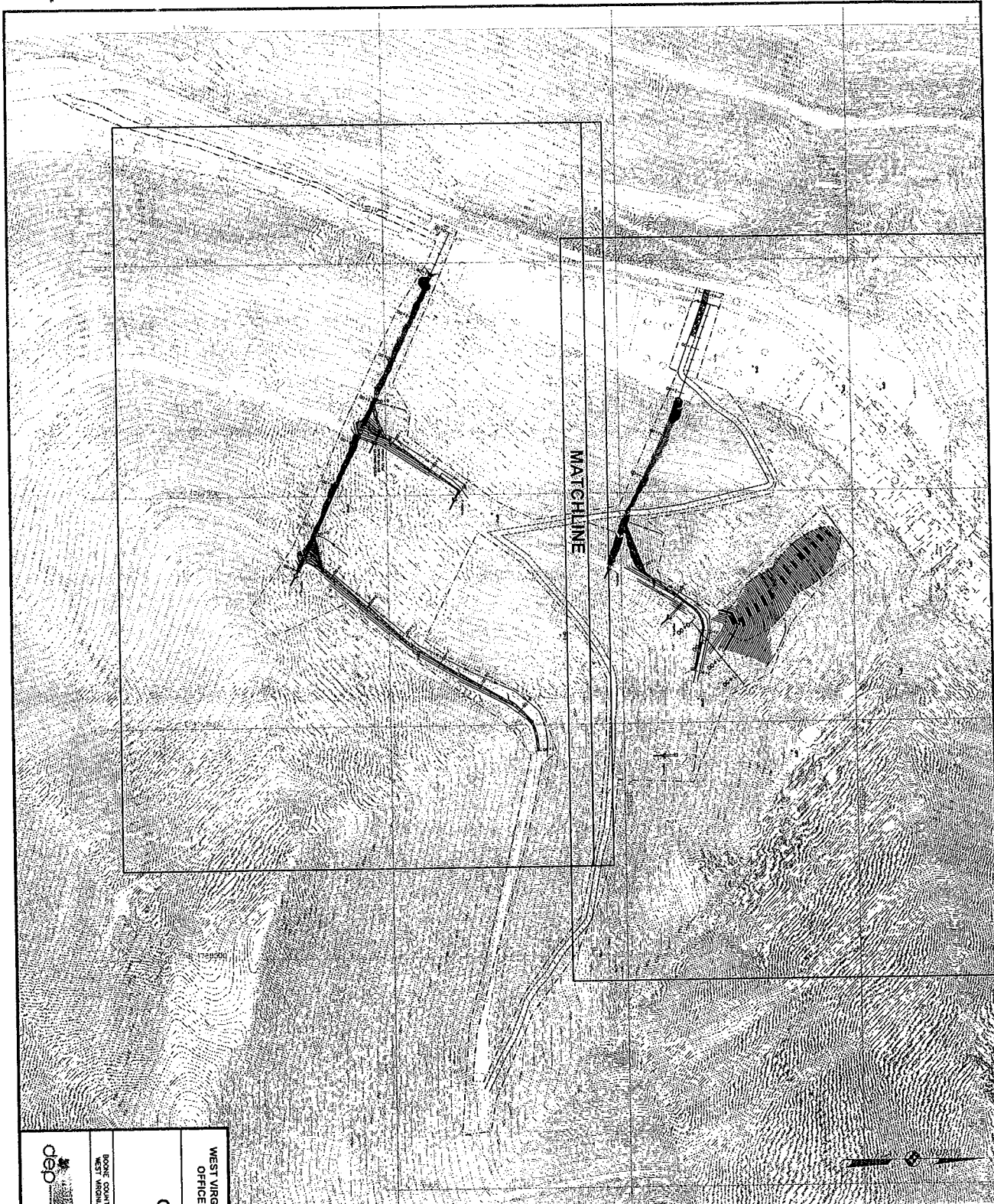
The quantity of work done will be paid at the contract lump sum bid for this item, which price and payment shall be full compensation for doing all the work herein prescribed in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, and incidentals necessary to complete the work.

No deduction will be made, nor will any increase be made, in the lump sum bid item for the Temporary Site Access Bridge amount regardless of decreases or increases in the final total contract amount or for any other cause.

#### 4.6 **Pay Item**

**Item 4.1, "Site Preparation", per lump sum**

**Item 4.2, "Temporary Site Access Bridge", per lump sum**



**LEGEND**

	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EDGE OF PAVED ROAD
	LIMITS OF REFUSE
	STREAM
	FENCE
	TREE LINE
	EXISTING CULVERT
	5/8" REBAR
	UTILITY POLE
	MINES PORTAL
	LIMITS OF CONSTRUCTION
	SILT FENCE
	SUPER SILT FENCE
	GRAUTED RIPRAP DITCH
	RIPRAP DITCH



WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF ABANDONED MINE LANDS AND RECLAMATION

**GORDON "C" REFUSE PILE  
COMPOSITE SITE PLAN**

BOOK COUNTY WEST VIRGINIA	SCALE: 1" = 100'	SUBMITTING DATE JANUARY 2011	DESIGNED BY STANIER
DATE: JANUARY 2011		PLANS PREPARED BY EL ROBINSON	

EL ROBINSON  
1000 UNIVERSITY AVENUE, SUITE 1000  
CHARLOTTE, NORTH CAROLINA 28203  
PHONE: 704.376.4123

SHEET 2

## GORDON "C" REFUSE PILE

PER ADDENDUM NO. 1

## 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	UNIT PRICE	AMOUNT
1.1	LS	Mobilization & Demobilization (Lump Sum) (Cannot exceed 10% of the Total Amount Bid)	LS	\$ 50,000.00
2.1	LS	Construction Layout (Lump Sum) (Cannot exceed 5% of the Total Amount Bid)	LS	\$ 25,000.00
3.1	LS	Quality Control (Lump Sum) (Cannot exceed 3% of the Total Amount Bid)	LS	\$ 15,000.00
4.1	LS	Site Preparation (Lump Sum)	LS	190,000.00
4.2	LS	Temporary Site Access Bridge(Lump Sum)	LS	\$ 5,000.00
5.1	700 LF	Silt Fence (Per Linear Foot)	\$ 4.00	\$ 2,800.00
5.2	1,700	Super Silt Fence (Per Linear Foot)	\$ 8.00	\$ 13,600.00
5.3	9 EA	Stone Check Dam (Per Each)	\$ 1,500.00	\$ 13,500.00
5.4	1 EA	Stabilized Construction Entrance (Per Each)	\$ 2,000.00	\$ 2,000.00
6.1	7 ACRES	Revegetation (Per Acre)	\$ 2,200.00	\$ 15,400.00
7.1	1,058	Type I RipRap Ditch (Per Linear Foot)	\$ 20.00	\$ 21,160.00
7.2	312 LF	Type II Grouted Riprap Ditch (Per Linear Foot)	\$ 60.00	\$ 18,720.00
7.3	1,085	Type III Ditch Grouted Riprap (Per Linear Foot)	\$ 120.00	\$ 130,200.00
7.4	100 LF	Underdrain (Per Linear Foot)	\$ 20.00	\$ 2,000.00
7.5	50 LF	Underdrain Conveyance Pipe ( Per Linear Foot)	\$ 30.00	\$ 1,500.00
7.6	307 LF	24" HDPE Pipe Culvert (Per Linear Foot)	\$ 50.00	\$ 15,350.00
7.7	2 EA	Modified Type 'G Drop Inlet (Per Each)	\$ 15,000.00	\$ 30,000.00
7.8	1 EA	Splash Pad(Per Each)	\$ 2,000.00	\$ 2,000.00
8.1	2,500 CY	Unclassified Excavation (Per Cubic Yard)	\$ 8.00	\$ 20,000.00
8.2	1 ACRES	Soil Cover (Per Acre)	\$ 8,000.00	\$ 8,000.00
10.1	6 EA	Wet Mine Seals (Per Each)	\$ 10,000.00	\$ 60,000.00
10.2	1 EA	Modified Wet Mine Seal ( Per Each)	\$ 9,000.00	\$ 9,000.00
10.3	400 LF	Mine Seal Conveyance Pipe (Per Linear Foot)	\$ 30.00	\$ 12,000.00
10.4	10 BAG	Acid Mine Drainage Treatment (Per 50 lb. Bag)	\$ 10.00	\$ 100.00
11.1	500 LF	Drilling (Per Linear Foot)	\$ 30.00	\$ 15,000.00
		<b>TOTAL</b>		\$ 677,330.00



## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. #: DEP15396  
 Project: Gordon "C" Refuse Pile

Pre-Bid Date: 4/13/2011  
 Bid Opening Date: 5/12/2011

Name: Danny Rhodes  
 Company: Green Mountain Company  
 Address: 511 50th ST.  
Charleston WV  
 Phone #: 304-925-0253  
 Fax #: 304-925-9230  
 Email: DHB 722 e Yahoo.com

Name: Mike Bradford  
 Company: Pineville Paving & Exc. Inc  
 Address: Box 1280  
Pineville WV 24874  
 Phone #: 304-732-8303  
 Fax #: 304 732 7855  
 Email: Tony P.P. @ AOL.com

Name: DENNIS ELBON  
 Company: COWGIRL UP INC  
 Address: P.O. Box 243  
SIMPSON, WV 26437  
 Phone #: 304-739-4397  
 Fax #: 304-739-4401  
 Email: DCE - COWGIRLUP @ GEARTHUNK.NET

Name: Bob Pawlaczek  
 Company: DCI SHIRES  
 Address: 1259 Bluefield  
W.V.A  
 Phone #: 304-679-9388  
 Fax #: 304-329-3037  
 Email: \_\_\_\_\_

Name: GEORGE FRESHOUR  
 Company: EAGLE EXCAVATION INC.  
 Address: P.O. BOX 218  
KENNA WV 25248  
 Phone #: (304) 372-4378  
 Fax #: (304) 372-4378  
 Email: ~~ALONE~~

Name: Mark hester  
 Company: Lester's Excavating Inc.  
 Address: 221 Foundation Fork  
Simon, WV 24882  
 Phone #: 304-673-6907  
 Fax #: 304-664-3094  
 Email: LestersExcavating @ yahoo.com

Name: Robert Barnes  
 Company: Barnes EXC. INC.  
 Address: P.O. Box 13384  
Sissonville WV 25360  
 Phone #: 304-984-1725  
 Fax #: 304-984-0074  
 Email: Barnes EXC @ AOL.com

Name: BARBIE F. FOSTER  
 Company: EAGLE CONTRACTORS LLC  
 Address: 1721 WINFIELD ROAD  
WINFIELD WV 25213  
 Phone #: 204-552-7781  
 Fax #: 304-755-3150  
 Email: edategefinc.com

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # : DEP15396  
 Project : Gordon "C" Refuse Pile

Pre-Bid Date: 4/13/2011  
 Bid Opening Date: 5/12/2011

Name: Lloyd McVay  
 Company: Wiseman Excavating INC  
 Address: Pt 1 Box 190 Liberty  
WV 25124  
 Phone #: 304-586-3736  
 Fax #: 304-586-3789  
 Email: Wiseman Farm@aol.com

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

Name: Bill Hager  
 Company: Tri-State Pipeline Inc.  
 Address: 6351 US RT 60 East  
Suite 3 Berkeysville  
WV  
 Phone #: 304 733 6801  
 Fax #: 304-521-2249  
 Email: Jamescooper@tristate  
Pipeline.com

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

Name: Randy Carpenter  
 Company: Carpenter Reclamation  
 Address: PO Box 13015  
Sissonville, WV 25360  
 Phone #: 304-984-1115  
 Fax #: 984-2770  
 Email: Rcarp@ms3@aol.com

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

Name: Mike Hoffman  
 Company: Dunn Excavating  
 Address: 7414 Sissonville Dr.  
Charleston WV 25320  
 Phone #: 984-3246  
 Fax #: 984-0319  
 Email: dunn@jimmydunnexcavating.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.



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 / President*

*5-17-11*

**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 DEP15396, Gordon C Refuse Pile in Boone 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 25th day of March, 2011.

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)

Sheila McCormick  
Sheila McCormick 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



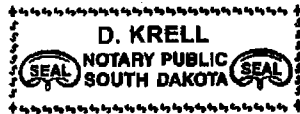
*Paul T. Bruflat*

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*

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 25th day of March, 2011.



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.





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)

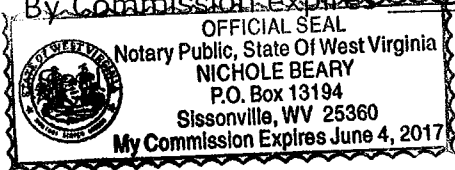
By: Kelley Carpenter

Title: President

Date: 5-17-11

Taken, subscribed and sworn to before me this 11 day of May, 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.**

RFQ No. DEP 15396

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: 5-17-11

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 11 day of May, 2011

My Commission expires June 4, 2017

AFFIX SEAL HERE

NOTARY PUBLIC

Nichole Beary

