



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
DEP14593

PAGE
1

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

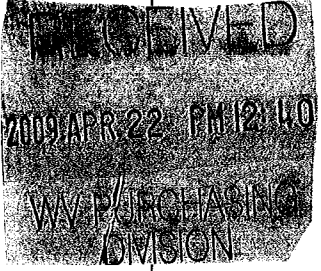
***709060417 304-984-1115**
CARPENTER RECLAMATION INC
PO BOX 13015
SISSONVILLE WV 25360-0015

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/06/2009				

BID OPENING DATE: **04/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****ADDENDUM NO. 1*****</p> <p>ADDENDUM ISSUED FOR THE SUNDAIL (HATFIELD) REFUSE PILE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, REVISED DRAWINGS, AND ADDITIONAL REQUESTED INFORMATION AS A RESULT OF THE 03/25/2009 MANDATORY PRE-BID MEETING.</p> <p>BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/22/09 AT 1:30 PM.</p> <p>*****NO OTHER CHANGES*****</p>						
0001	1	JB		962-73	\$	4,539,420.00
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p>						



SIGNATURE *Kelley Carpenter* TELEPHONE **304 984 1115** DATE **4-22-09**
 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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Phone: (304) 558-2157
Fax : (304) 558-4115

**WV Dept. of
Administration
Purchasing Division**

MEMO

To: FILE
From: Chuck Bowman, Buyer Supervisor
charles.a.bowmanjr@wv.gov
Date: 04/03/09
Re: DEP14593

This addendum contains full size engineering drawings that are not able to be scanned. To request a hard copy be delivered via the US Postal Service, please contact the Purchasing Division's Bid Request Line at 304.558.2063. Please reference the RFQ# above in your request of Addendum #1.

Sincerely,



Chuck Bowman

Buyer Supervisor

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14593 Bid Date: 4/22/09
Project: Sundial (Hatfield) Refuse Pile Pre-Bid Date: 3/25/09

Name : DAVID H. BROWN
Company: Green Mountain Co
Address: 511 50th STREET
Clarksburg WV 26304

Phone #: 304-925-0253
Fax #: 304-925-9230
Email : Jody.Mayer@GMC.com

Name : MIKE EVANS
Company: KANAWHA STONE Co
Address: P.O. Box 503
N. 1720 WV 25143

Phone #: 304-755-8271
Fax #: 304-755-8274
Email : MIKE.EVANS@KANAWHA19
STONE.COM

Name : JAMES COOPER
Company: Mountaineer Grading Co
Address: PO Box 159
Elkview WV 25071

Phone #: 304-548-6800
Fax #: 304-548-6900
Email : James.Cooper@Mountaineergrading.net

Name : TOM PRESGRAVES
Company: PHILLIPS CONSTRUCTORS LLC
Address: 3649 HWY 41A
HENDERSON KY 42420

Phone #: (304) 728 2854
Fax #: (304) 724 6859
Email : tpresgraves@phillipsllc.net

Name : Steve Szabo
Company: Per Contracting Inc.
Address: P.O. Box 2442
Clarksburg WV

Phone #: 304-622-2400
Fax #: 304-622-2410
Email : PROCON.SZABO@percontract.com

Name : JAMES ALLEN
Company: JF ALLEN CO
Address: P.O. Box 2049
Buckhannon WV 26001

Phone #: 304 472 8890
Fax #: 304 472 8897
Email :

Name : ANN WARDWILL
Company: EASTERN APPROX
Address: PO Box 4108
CHARLESTON WV
25301

Phone #: 304-414-0255
Fax #: 0256
Email :

Name : BASIL CARPENTER
Company: BASIL CARPENTER EX INC
Address: 333 A CALL RD
CLARKSBURG WV 26302

Phone #: (304) 546-1601
Fax #: 994-3528
Email : Basil.Carpenter@AT&T.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14593 Bid Date: 4/22/09
 Project: SUNDIAL (Hatfield) Refuse Pile Pre-Bid Date: 3/25/09

Name : Ashley Adkins
 Company: Aspen Corporation
 Address: 2400 River Drive
Daniels WV 25832

Phone #: (304) 763-4573
 Fax #: (304) 763-4591
 Email : jadkins@aspen-golf.com

Name : BARBIE F. FOSTER
 Company: EAGLE CONTRACTORS
 Address: P.O. Box 339
WINDING WV 25213

Phone #: 304-552-7781
 Fax #: 304-755-3150
 Email :

Name : Randy Cooper
 Company: Cooper Reclamation
 Address: PO Box 17015
Sissonville WV
25360

Phone #: 304-984-1115
 Fax #: 984-2770
 Email :

Name : DONALD CARTER
 Company: CARTER DEV.
 Address: 99 Riverstone Dr
Pecca W.V. 25159

Phone #: 304-757-4500
 Fax #: 304-757-4501
 Email : doncarter22@yahoo.com

Name : Spencer C Wooddell
 Company: COWGIRL UP INC.
 Address: PO Box 243
SIMPSON, WVA 26435

Phone #: 304 739 4397
 Fax #: 304 739 4401
 Email : SCW - Cowgirlup@earthlink.net

Name : ROY M BRADFORD
 Company: PINEVILLE TRADING & EXC. INC
 Address: Box 1290
Pineville WV. 24874

Phone #: 304 732 - 8303
 Fax #: 304 732 7855
 Email :

Name : Thomas Hart
 Company: LEXINGTON MINE REclamation
 Address: Services - P.O. Box 99
CREW CREEK WV
25035

Phone #: 304-999-2372
 Fax #: 304 999-2375
 Email : thart@lexingtoncoal.com

Name : TIM SHIMES
 Company: DLI/SHIMES
 Address: P.O. Box 1259 Bluefield
WV. 24701

Phone #: 304-323-1996
 Fax #: 304-323-3037
 Email : timshimes@dlishimes.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14593 Bid Date: 4/22/09
Project: Sexual (Hatfield) Refuse Pile Pre-Bid Date: 3/25/09

Name : Roger L. Collins Jr.
Company: Collins Building & Construction Inc.
Address: 3400 Coalg-Cross Rd
Flatwoods, WV
26021
Phone #: 304-745-3521
Fax #: 304-745-3521
Email : Collins Building @ Hughes-Net

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : GARY COVEY
Company: G.A. COVEY ENGINEERING
Address: P.O. BOX 185
SUTTON WV 26001

Name : _____
Company: _____
Address: _____

Phone #: 304 364 4100
Fax #: 304 364 5100
Email : CCOVEY@WVDSL.NET

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Phone# : _____
Fax # : _____
Email : _____



west virginia department of environmental protection

Administrative Services
601 57th Street, SE
Charleston, WV 25304
(304) 926-0499
(304) 926-0452 FAX

Joe Manchin III, Governor
Randy C. Huffman, Cabinet Secretary
www.wvdep.org

MEMORANDUM

To: Chuck Bowman, Buyer Supervisor
West Virginia Purchasing Division

From: Jamie Adkins, Procurement Manager
WV DEP Administrative Services

Date: April 7, 2009

Subject: RFQ # DEP 14593
Sundial (Hatfield) Refuse Pile
Addendum #1 continued

Item 1:

Q) For erosion control matting, is it permissible to provide "American Excelsior Curlex Enforcer" as a substitute for C350 (North American Green)?
(Specifically, this is on page 22 of the specifications, item 6.2.5.2 Regraded Slopes)

A) Yes.

Addendum

Additional information concerning item 11.0 of specifications, Demolition and Removal of Abandoned Mine Structures, bid items 11.1 and 11.2. (Contractor's Bid Sheet).

The following items are to be removed from the site and transported to a storage facility in Mount Hope, West Virginia. Care is to be taken not to destroy these items during removal and transport operations.

1. A minimum of four (4) panels from the hoist house that includes writing/signatures; see attached photographs 54, 54a and 53B.
2. Type 3 metal mine cars; see attached photographs 1, 2, 3, 5, and 6. See attached Figure 51.
3. Other mine cars; see attached photographs 11, 79, and 80.

(Note; it is estimated that a total of eight (8) mine cars will be removed for items 2. & 3.)

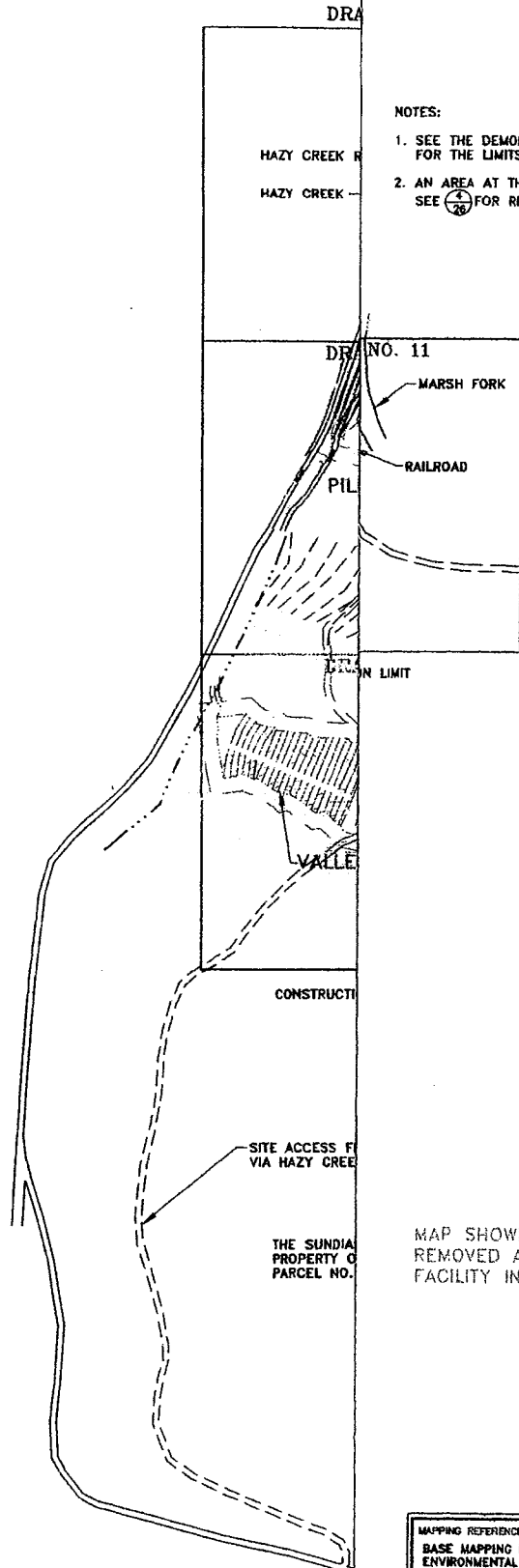
4. Jeffery Coal Cutter; see attached photographs 50 and 51.

All the above items are located in areas that are difficult to access.

The distance to Mount Hope from the Sundial site is approximately forty (40) miles.

Contact person: Christy Bailey, Coal Heritage Highway Authority, ph 304 256-6941.

2025 File: IMAGE File: C:\Users\jls\Documents\11-artifacts.dwg
 PLOT Date: 7/29/08 11:20:08 AM
 PLOT By: BELLEVUE



HAZY CREEK
 HAZY CREEK

DRA

DRAIN NO. 11

MARSH FORK

RAILROAD

PIL

CONSTRUCTION LIMIT

VALLE

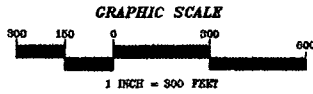
CONSTRUCTI

SITE ACCESS F
 VIA HAZY CREEK

THE SUNDIA
 PROPERTY OF
 PARCEL NO.

NOTES:

1. SEE THE DEMOLITION AND MINE SEAL DRAWING, DRAWING NO. 60 FOR THE LIMITS OF CONSTRUCTION.
2. AN AREA AT THE MOUTH OF HAZY CREEK REQUIRES RECLAMATION. SEE (4/26) FOR RECLAMATION REQUIREMENTS AND DETAILS.



MAPPING REFERENCE:
 BASE MAPPING FOR THIS DRAWING PROVIDED BY WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION AND PRODUCED BY PHOTO SCIENCE, INC., LEXINGTON, KENTUCKY, FROM AERIAL PHOTOGRAPHY DATED MARCH 24, 2002. SURVEY AND GROUND CONTROL PROVIDED BY E.L. ROBINSON ENGINEERING CO., CROSS LANES, WEST VIRGINIA.

No.	Date	Revision
1	7/29/08	REVISED DRAWING NUMBER

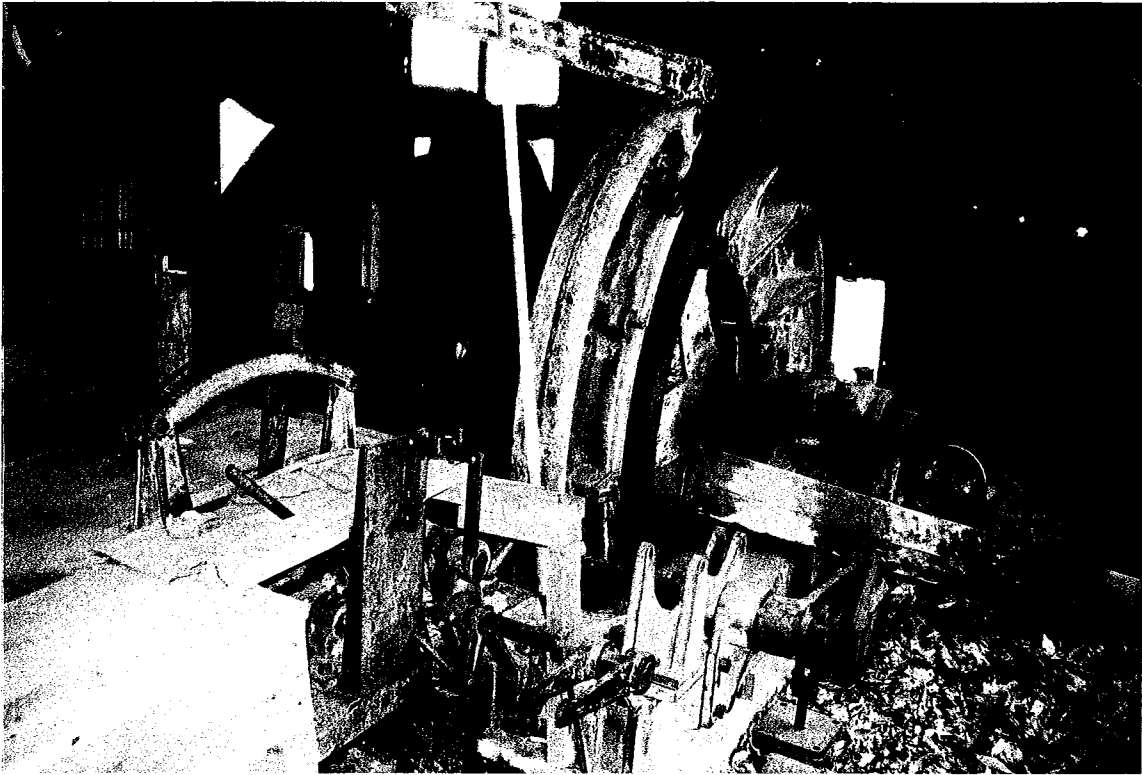
ARTIFACTS
CAD File No.
REO
Drawn
DMK
Checked
WFD
Approved
Scale:
1"=300'
Date:
FEBRUARY 2009
Project No.
02-0311

Potesta & Associates, Inc.
 ENGINEERS AND ENVIRONMENTAL CONSULTANTS
 7012 Macomber Ave. SE, Charleston, WV 25304
 TEL: (304) 342-1400 FAX: (304) 342-0831
 E-Mail Address: potestap@potesta.com

Owner
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 CHARLESTON, WEST VIRGINIA

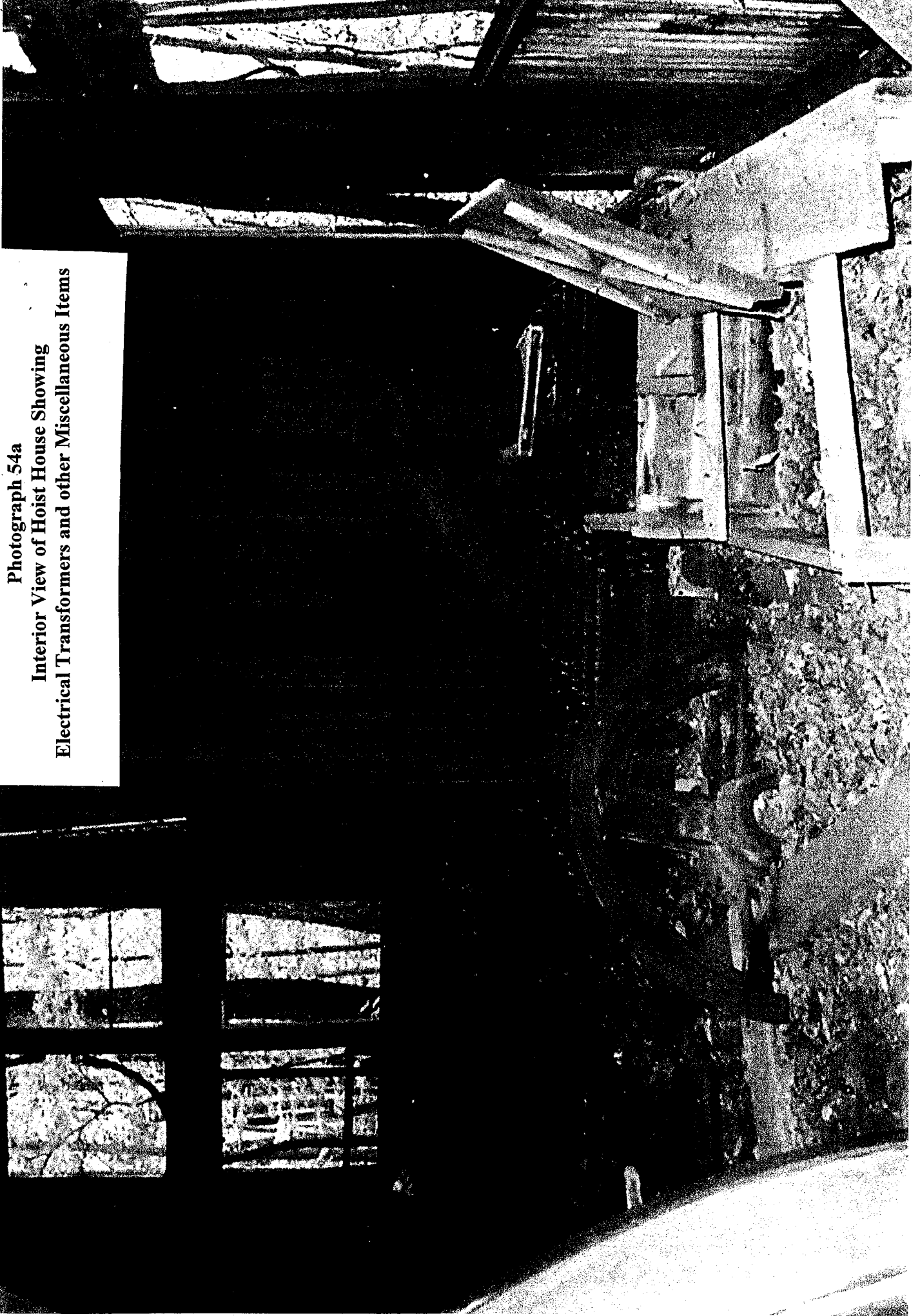
Title
 PLAN SHEET LAYOUT
 SUNDIAL (HATFIELD) REFUSE PILES
 RALEIGH CO., WEST VIRGINIA

3
 Drawing No.



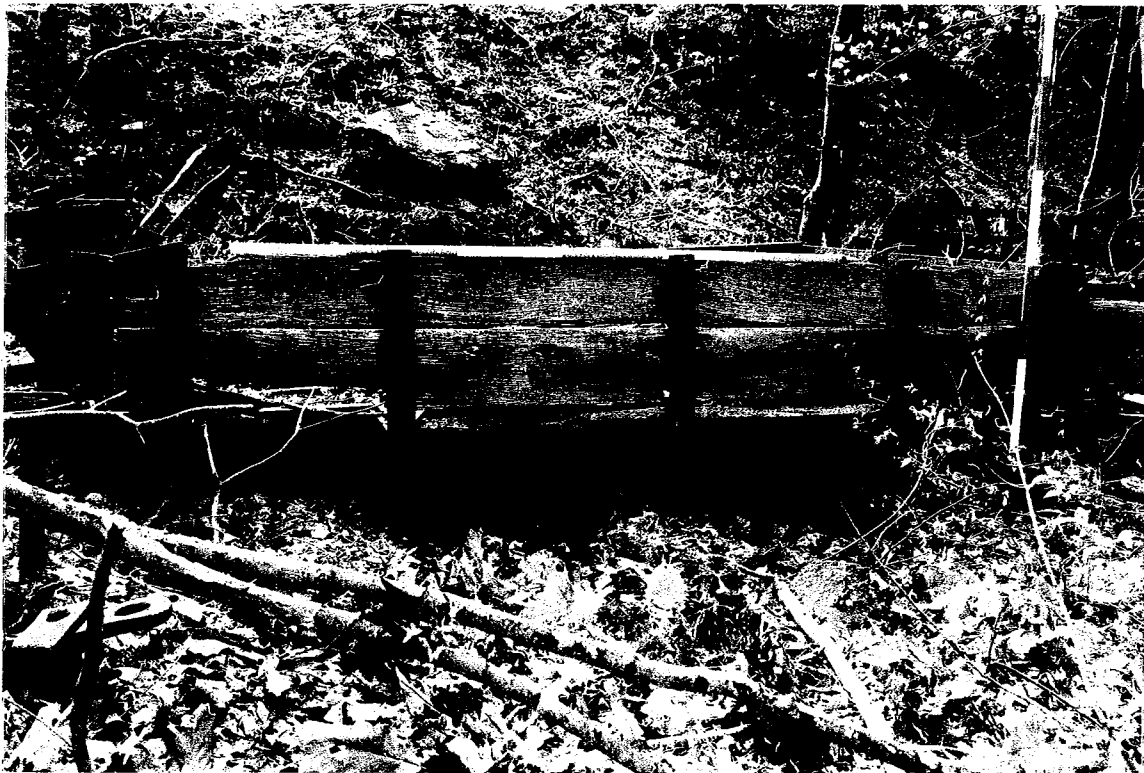
Photograph 54
Hoist Cable Drum Inside of Hoist House
Also Visible Behind Drum is Hoist Brake System

Photograph 54a
Interior View of Hoist House Showing
Electrical Transformers and other Miscellaneous Items





Photograph 53B
“Wheeling Steel Reg. U.S. Patent of Ohio Metal”
Trademark Found on Interior Siding of Main Hoist House



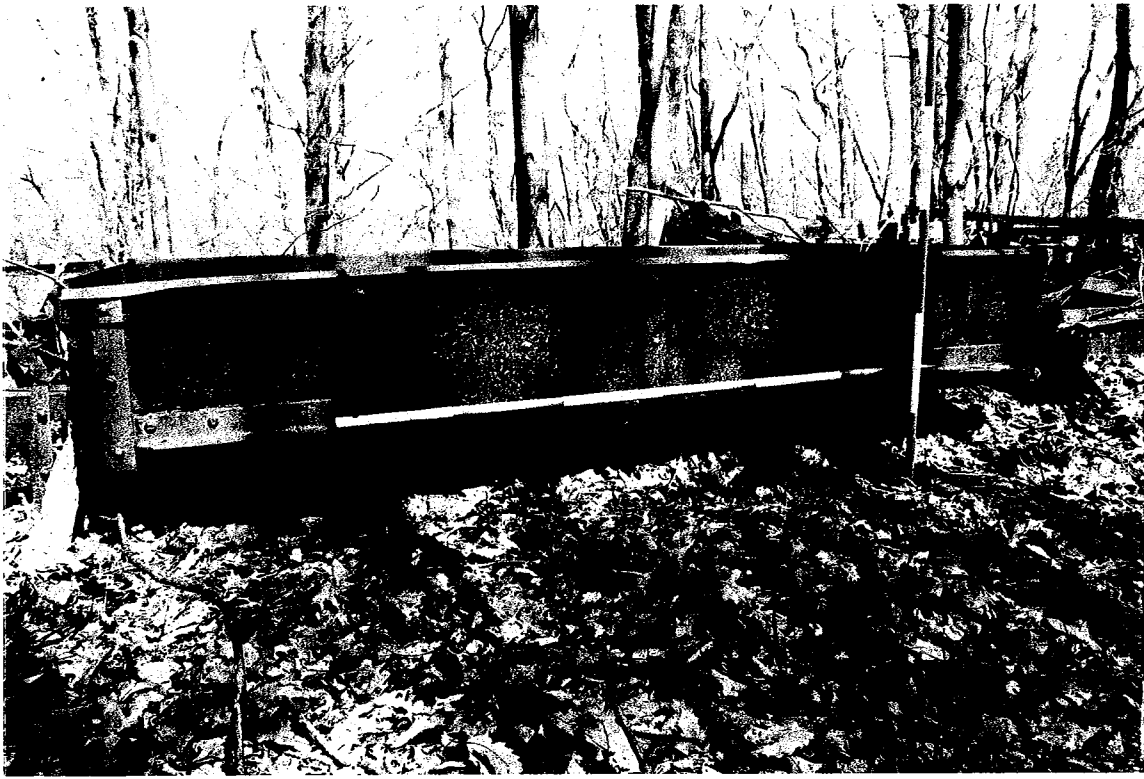
Photograph 1
Mine Car Type 1



Photograph 2
Interior Metal Framework of Mine Car Type 1



Photograph 3
Interior Metal Framework of Mine Car Type 2



Photograph 5
Mine Car Type 3



Photograph 6
Interior Detail of Mine Car Type 3

Edwight Mine Car Type 3 "Steel Callery"

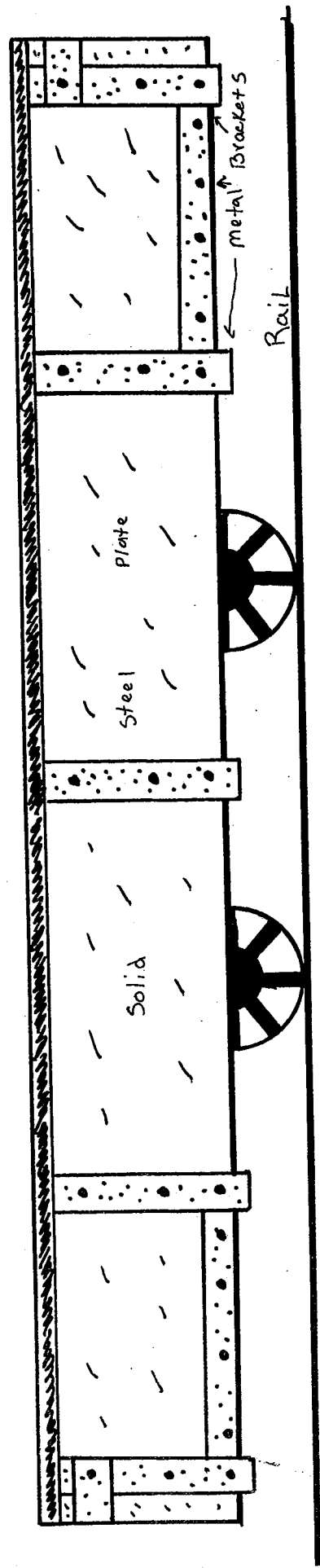
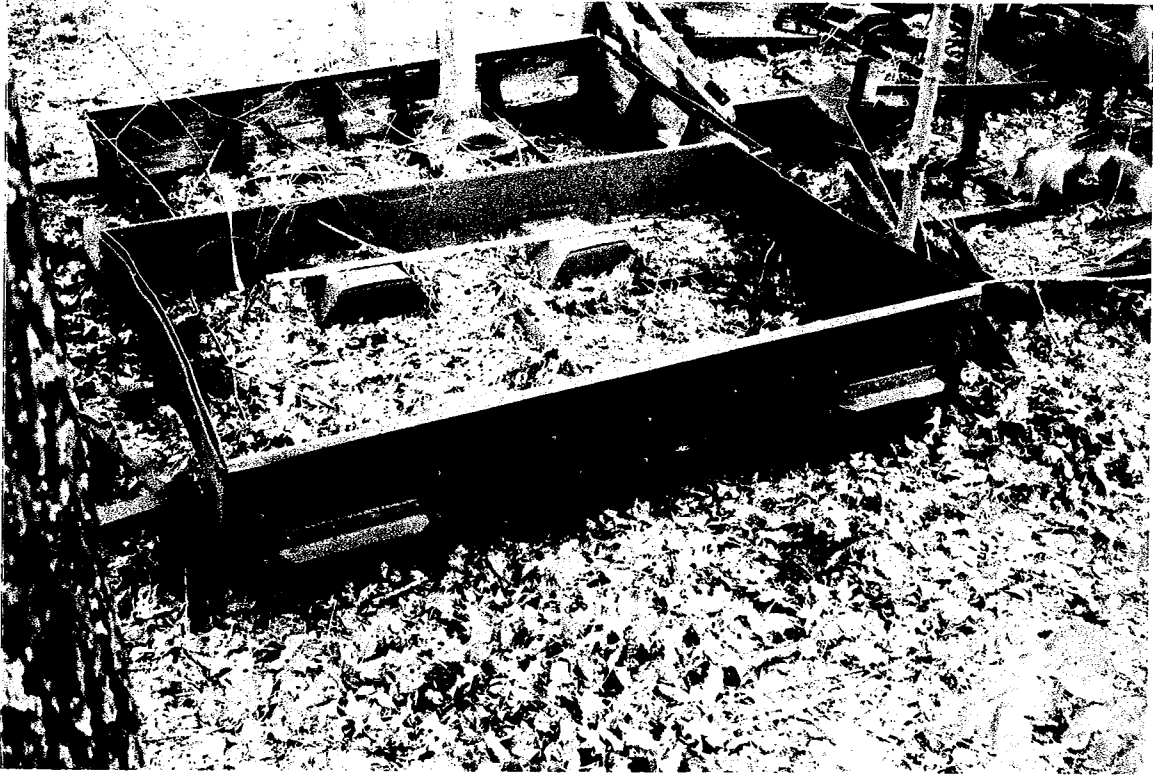


Figure 51
Profile Drawing of Mine Car Type 3, As Field Recorded

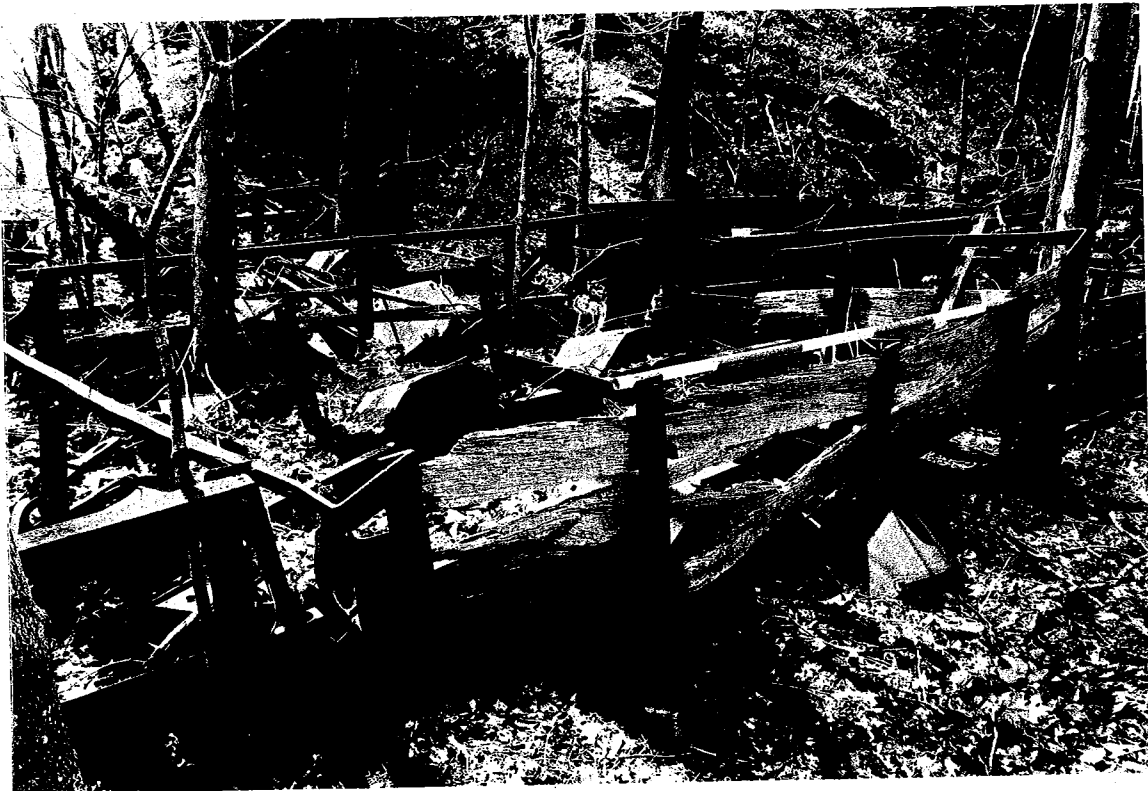




Photograph 11
Interior View of Car Type 5's Metal and Wood Framework



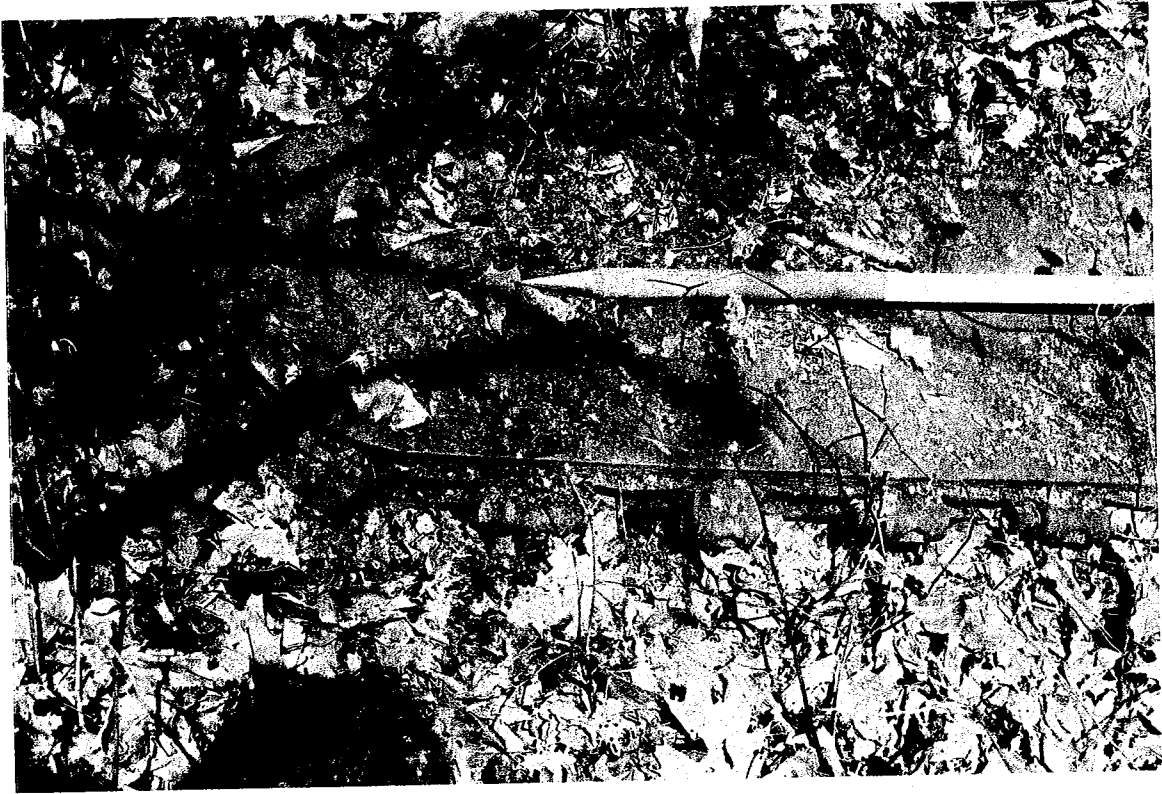
Photograph 79
Mine Car Type 3, *In Situ* Along Mine Bench D



Photograph 80
Mine Car Type 1, *In Situ* Along Mine Bench D



Photograph 50
Overall View of Jeffrey Coal Cutter
Showing Cutting Bar and Motor



Photograph 51
Detailed View of Cutting Bar Showing Cutting Chain Without Teeth

Summary of Excavation and Fill Computations
Sundial (Hatfield) Refuse Pile

Baseline	Excavation (CY)	Fill (CY)	Pile
A	40,004	42,694	A
B	84,069	66,227	B
C	48,296	22,839	C
D	23,589	26,263	C
E	5,494	2,306	C
F	75,466	0	D
G	33,415	0	Valley Fill D
H	0	147,824	Valley Fill D
Totals	310,333	308,153	

CUT/FILL VOLUMES

9/10/2004

Baseline A

STA	FILL						CUT					
	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)		
0+00	2,970	3251.50	50	162,575	162,575	642	1574.5	50	78,725	78,725		
0+50	3,533	3654.00	50	182,700	345,275	2,507	3799	50	189,950	268,675		
1+00	3,775	3589.00	50	179,450	524,725	5,091	4149.5	50	207,475	476,150		
1+50	3,403	3003.00	50	150,150	674,875	3,208	2526	50	126,300	602,450		
2+00	2,603	2524.50	50	126,225	801,100	1,844	2255	50	112,750	715,200		
2+50	2,446	2153.00	50	107,650	908,750	2,666	2616	50	130,800	846,000		
3+00	1,860	1487.50	50	74,375	983,125	2,566	2505	50	125,250	971,250		
3+50	1,115	1078.00	50	53,900	1,037,025	2,444	1629.5	50	81,475	1,052,725		
4+00	1,041	1162.00	50	58,100	1,095,125	815	477.5	50	23,875	1,076,600		
4+50	1,283	1152.50	50	57,625	1,152,750	140	70	50	3,500	1,080,100		
5+00	1,022					0						
				CY = 42,694					CY = 40,004			

CUT/FILL VOLUMES

Baseline B

STA	Area (SF)	Average Area (SF)	Distance (FT)	FILL		CUT						
				Volume (CF)	Cumulative Volume (CF)	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)		
0+00	111	85.50	50	4,275	4,275	8,611	11522	50	576,100	576,100		
0+50	60	281.00	50	14,050	18,325	14,433	13564	50	678,200	1,254,300		
1+00	502	771.50	50	38,575	56,900	12,695	10206	50	510,300	1,764,600		
1+50	1,041	1375.50	50	68,775	125,675	7,717	4689.5	50	234,475	1,999,075		
2+00	1,710	1979.00	50	98,950	224,625	1,662	1305	50	65,250	2,064,325		
2+50	2,248	2040.00	50	102,000	326,625	948	1000.5	50	50,025	2,114,350		
3+00	1,832	2743.50	50	137,175	463,800	1,053	526.5	50	26,325	2,140,675		
3+50	3,655	4236.00	50	211,800	675,600	0	0	50	0	2,140,675		
4+00	4,817	5135.00	50	256,750	932,350	0	235	50	11,750	2,152,425		
4+50	5,453	5655.50	50	282,775	1,215,125	470	521	50	26,050	2,178,475		
5+00	5,858	5486.00	50	274,300	1,489,425	572	578	50	28,900	2,207,375		
5+50	5,114	3622.50	50	181,125	1,670,550	584	543	50	27,150	2,234,525		
6+00	2,131	1620.50	50	81,025	1,751,575	502	418.5	50	20,925	2,255,450		
6+50	1,110	731.00	50	36,550	1,788,125	335	288.5	50	14,425	2,269,875		
7+00	352					242						
				CY =	66,227				CY =	84,069		

CUT/FILL VOLUMES

9/10/2004

Baseline C

STA	FILL					CUT				
	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)
0+00	1,329	1138.00	50	56,900	56,900	2,282	3021.5	50	151,075	151,075
0+50	947	1602.50	50	80,125	137,025	3,761	3633.5	50	181,675	332,750
1+00	2,258	1784.00	50	89,200	226,225	3,506	5146.5	50	257,325	590,075
1+50	1,310	1547.50	50	77,375	303,600	6,787	5820.5	50	291,025	881,100
2+00	1,785	976.00	50	48,800	352,400	4,854	5150	50	257,500	1,138,600
2+50	167	525.00	50	26,250	378,650	5,446	2918	50	145,900	1,284,500
3+00	883	1631.50	50	81,575	460,225	390	292.5	50	14,625	1,299,125
3+50	2,380	3128.50	50	156,425	616,650	195	97.5	50	4,875	1,304,000
4+00	3,877					0				
				CY = 22,839					CY = 48,296	

CUT/FILL VOLUMES

Baseline D

FILL						CUT					
STA	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)	
0+00	0	111.50	50	5,575	5,575	0	1116	50	55,800	55,800	
0+50	223	2213.00	50	110,650	116,225	2,232	1516	50	75,800	131,600	
1+00	4,203	3227.00	50	161,350	277,575	800	1790	50	89,500	221,100	
1+50	2,251	2427.50	50	121,375	398,950	2,780	2408	50	120,400	341,500	
2+00	2,604	2278.00	50	113,900	512,850	2,036	1366.5	50	68,325	409,825	
2+50	1,952	1227.00	50	61,350	574,200	697	962	50	48,100	457,925	
3+00	502	1204.50	50	60,225	634,425	1,227	697	50	34,850	492,775	
3+50	1,907	1223.50	50	61,175	695,600	167	288	50	14,400	507,175	
4+00	540	270.00	50	13,500	709,100	409	1181	50	59,050	566,225	
4+50	0	0.00	50	0	709,100	1,953	1413.5	50	70,675	636,900	
5+00	0				CY = 26,263	874				CY = 23,589	

CUT/FILL VOLUMES

9/10/2004

Baseline E

STA	FILL					CUT				
	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)
0+00	223	111.50	50	5,575	5,575	558	1162.5	50	58,125	58,125
0+50	0	83.50	50	4,175	9,750	1,767	1274	50	63,700	121,825
1+00	167	567.00	50	28,350	38,100	781	460.5	50	23,025	144,850
1+50	967	483.50	50	24,175	62,275	140	70	50	3,500	148,350
2+00	0	0.00	50	0	62,275	0	0	50	0	148,350
2+50	0	0.00	50	0	62,275	0	0	50	0	148,350
3+00	0				CY = 2,306	0				CY = 5,494

CUT/FILL VOLUMES

Baseline F

9/10/2004

STA	FILL					CUT				
	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)
0+00	0	0.00	50	0	0	4,669	6119.5	50	305,975	305,975
0+50	0	0.00	50	0	0	7,570	8779	50	438,950	744,925
1+00	0	0.00	50	0	0	9,988	9699.5	50	484,975	1,229,900
1+50	0	0.00	50	0	0	9,411	8681	50	434,050	1,663,950
2+00	0	0.00	50	0	0	7,951	5724	50	286,200	1,950,150
2+50	0	0.00	50	0	0	3,497	1748.5	50	87,425	2,037,575
3+00	0					0				
				CY = 0	0				CY = 75,466	

CUT/FILL VOLUMES

9/10/2004

Baseline G

STA	FILL					CUT					
	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)	
0+00	0	0.00	50	0	0	0	1851	50	92,550	92,550	
0+50	0	0.00	50	0	0	3,702	7222	50	361,100	453,650	
1+00	0	0.00	50	0	0	10,742	7171	50	358,550	812,200	
1+50	0	0.00	50	0	0	3,600	1800	50	90,000	902,200	
2+00	0				0	0					
				CY =	0					CY =	33,415

CUT/FILL VOLUMES

9/10/2004

Baseline H

STA	FILL					CUT					
	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)	Area (SF)	Average Area (SF)	Distance (FT)	Volume (CF)	Cumulative Volume (CF)	
0+00	0	0.00	50	0	0	0	0	50	0	0	
0+50	0	3354.00	50	167,700	167,700	0	0	50	0	0	
1+00	6,708	15518.50	50	775,925	943,625	0	0	50	0	0	
1+50	24,329	26217.00	50	1,310,850	2,254,475	0	0	50	0	0	
2+00	28,105	22924.50	50	1,146,225	3,400,700	0	0	50	0	0	
2+50	17,744	10341.50	50	517,075	3,917,775	0	0	50	0	0	
3+00	2,939	1469.50	50	73,475	3,991,250	0	0	50	0	0	
3+50	0					0					
				CY =	147,824					CY =	0

Summary

Pile	Baseline	FILL (CY)	CUT (CY)
A	A	42,694	40,004
B	B	66,227	84,069
C	C	22,839	48,296
	D	26,263	23,589
	E	2,306	5,494
D	F	0	75,466
	G	0	33,415
	H	147,824	0
VFD			
SUM =		308,154	310,333



State of West Virginia
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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 03/05/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/22/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73	<i>ADD. #1</i> \$	<i>4,539,420.00</i>
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 110-ACRE ABANDONED MINE PROJECT KNOWN AS THE "SUNDIAL (HATFIELD) REFUSE PILE" PROJECT, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE. THE SITE IS LOCATED ALONG MARSH FORK AND HAZY CREEK NEAR SUNDIAL, WEST VIRGINIA, (RALEIGH COUNTY). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 03/25/09 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER. DIRECTIONS TO PREBID: TAKE ROUTE 3 SOUTH FROM RACINE IN BOONE COUNTY, OR ROUTE 3 NORTH FROM BECKLEY. UPON REACHING EDWIGHT, CROSS MARSH FORK, AND TURN NORTH ONTO COUNTY ROUTE 3/3 PROJECT COMMENCES ON LEFT JUST AFTER CROSSING HAZY CREEK. PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST., SE, CHARLESTON, WV 25304						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE <i>304-984-1115</i>	DATE <i>4-22-09</i>
TITLE <i>President</i>	FEIN <i>550693493</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/05/2009				
BID OPENING DATE: 04/22/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PH. 304-926-0485 UPON PAYMENT OF \$38.00 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 COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING 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 PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)</p>						

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
KC					4-22-09
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BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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/MATERIAL BOND.</p>						

SIGNATURE <i>KC</i>				SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE		DATE 4-22-09	
TITLE			FEIN			ADDRESS CHANGES TO BE NOTED ABOVE			

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<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: 01/31/2010) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV</p> <p>*****</p> <p>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, 1900 KANAWHA BLVD. E, BLDG. 6, RM 749-B, 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>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: **Kc** TELEPHONE: DATE: **4-22-09**

TITLE: FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED 03/05/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS NAME: <i>Carpenter Reclamation Inc</i></p> <p>CONTRACTORS LICENSE #: <i>WV007728</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>APPLICABLE LAW</p> <p>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.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>(1) NOTICE TO PROCEED: THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.</p> <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</p>						

SIGNATURE *KC* TELEPHONE DATE *4-22-09*

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.</p> <p>(B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) TERMINATION: (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.</p> <p>(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</p>						

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PURCHASER

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/05/2009				
BID OPENING DATE: 04/22/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MATERIALS TO AND FROM THE JOB SITE. (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.</p> <p>(5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "SUNDIAL (HATFIELD) 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 60 DRAWINGS AS PREPARED BY POTESTA & ASSOCIATES FOR THE OF ENVIRONMENTAL PROTECTION.</p> <p>(6) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN 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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

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SIGNATURE **KC** TELEPHONE DATE **4-22-09**

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BID OPENING DATE: 04/22/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 1/2005						
PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS						
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,						
A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
KC		4-22-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP14593

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

PROPERTY

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/05/2009				

BID OPENING DATE: 04/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA.</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>KC</i>	TELEPHONE	DATE 4-22-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
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Request for Quotation

RFQ NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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*709060417 304-984-1115
 CARPENTER RECLAMATION INC
 PO BOX 13015
 SISSONVILLE WV 25360-0015

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

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/05/2009				

BID OPENING DATE: 04/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .DEP14593...</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Kc</i>		4-22-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

RFQ NUMBER
DEP14593

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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
03/05/2009				

BID OPENING DATE: **04/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓.....</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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 INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....<i>Kelley Carpenter</i>..... SIGNATURE</p> <p>.....<i>Carpenter Reclamation Inc.</i>..... COMPANY</p> <p>.....<i>4-22-09</i>..... DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *KC* TELEPHONE DATE *4-22-09*

TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
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Request for Quotation

RFQ NUMBER
DEP14593

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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VENDOR

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SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/05/2009				

BID OPENING DATE: 04/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP14593</p> <p>BID OPENING DATE: 04/22/2009</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: <u>304-984-2770</u></p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <u>Randy Carpenter... 304-984-1115... 304-543-1726</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE KC	TELEPHONE	DATE 4-22-09
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SUNDIAL (HATFIELD) REFUSE PILE

Requisition # **DEP14593**

Contractor's Bid Sheet

014

Company Name: CARPENTER RECLAMATION INC.
 Address: P.O. Box 13015 Sissonville WV 25360
Phone 304-984-1115 FAX 304-984-2770

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
1.0	1	Mobilization and Demobilization, cannot be more than 10 percent of total bid (per lump sum)	200,000.00	200,000.00
2.0	1	Construction Layout Stakes, cannot be more than 5 percent of total bid (per lump sum)	100,000.00	100,000.00
3.0	1	Quality Control, cannot be more than 3 percent of total bid (per lump sum)	80,000.00	80,000.00
4.0	1	Site Preparation, cannot be more than 10 percent of total bid (per lump sum)	200,000.00	200,000.00
5.1	10,000	Silt Barriers (per linear foot)	4.00	40,000.00
5.2	25	Stone Check Dam (per each)	500.00	12,500.00
6.1	40,000	Erosion Control Matting (per square yard)	4.00	160,000.00
6.2	110	Revegetation (per acre)	2,000.00	220,000.00
7.1	4,300	Type A, Grouted Riprap Lined Channel (per linear foot)	73.00	313,900.00
7.2	660	Type B, Grass Lined Channel (per linear foot)	10.00	6,600.00
7.3	540	Type C, Fabric Lined Drainage Channel (per linear foot)	14.00	7,560.00
7.4	2,600	Type D, Grouted Riprap Lined Channel (per linear foot)	65.00	169,000.00
7.5	3,400	Type E, Grouted Riprap Lined Channel (per linear foot)	150.00	510,000.00
7.6	3,600	Type F, Grouted Riprap Lined Channel (per linear foot)	100.00	360,000.00
7.7	600	Seep Drain (per linear foot)	10.00	6,000.00
7.8	670	Pile A Underdrain (per linear foot)	17.00	11,390.00
7.9	960	Pile B Underdrain (per linear foot)	38.00	36,480.00
7.10	910	Valley Fill D Underdrain (per linear foot)	9.00	8,190.00
7.11	7,400	Riprap Bank Protection (per square yard)	80.00	592,000.00
7.12	2,900	Riprap for Left Descending Bank of Stream Relocation (per square yard)	22.00	63,800.00
7.13	500	Diversion Berm (per linear foot)	10.00	5,000.00
7.14	1,900	Miscellaneous Riprap (per square yard)	20.00	38,000.00
7.15	2	Drive-Through Channel Section for Pile A (per each)	2,500.00	5,000.00
8.1	372,000	Unclassified Excavation (per cubic yard)	2.00	744,000.00
8.2	3,000	Access Road (per linear foot)	37.00	111,000.00
8.3	5,000	Miscellaneous Regrading (per square yard)	2.00	10,000.00
8.4	1	Entrance Road Reclamation Site (per lump sum)	20,000.00	20,000.00
9.1	9	Wet Mine Seal (per each)	5,000.00	45,000.00
9.2	3	Wet Mine Seal with Bat Openings (per each)	6,000.00	18,000.00
9.3	14	Block Seal (per each)	4,000.00	56,000.00
11.1	1	Demolition and Removal of Abandoned Mine Structures (per lump sum)	20,000.00	20,000.00
11.2	1	Removal and Transport of Mine Cars for SHPO (per lump sum)	10,000.00	10,000.00
12.1	45	Soil Cover (per acre)	8,000.00	360,000.00
TOTAL:				4,539,420.00

AML CONTRACTOR INFORMATION FORM

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

Part A: General Information

Contractor Name: CARPENTER RECLAMATION Tax Payer ID No.: 550693493
Address: P.O. Box 13015
City: Sissonville State: WV Zip Code: 25360 Phone: 304-984-1115
Fax No.: 304-984-2770 E-mail address: RCARPEN103@AOL.COM

Part B: Legal Structure

Corporation Sole Proprietorship Partnership LLC
 Other (please specify)

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.

I, Kelley Carpenter, have the express authority to certify that:
(print name)

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

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

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

Date 4-22-09 Signature K. Carpenter Title President

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

Part D.

Contractor Name:

Carpenter Reclamation

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

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

Name
Address

N/A

Position/Title
Telephone #
% of Ownership Begin Date:

Ending Date:

Name
Address

Position/Title
Telephone #
% of Ownership Begin Date:

Ending Date:

Name
Address

Position/Title
Telephone #
% of Ownership

Begin Date:

Ending Date:

Name
Address

Position/Title
Telephone #
% of Ownership Begin Date:

Ending Date:

PAPERWORK REDUCTION STATEMENT

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

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 S1B, Constitution Ave., NW, Washington, D.C. 20240.

BID BOND

017

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

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

NOW THEREFORE,

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

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

See Attached

(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

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 Oblige, 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 Oblige 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

- (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.

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.



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

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

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

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

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

Carpenter Reclamation Inc.
(Company Name)

By: Kelley Carpenter

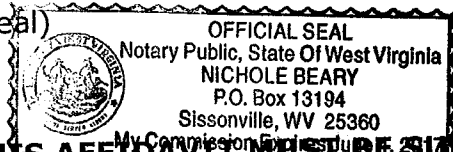
Title: President

Date: 4-22-09

Taken, subscribed and sworn to before me this 22 day of April.

By Commission expires June 4, 2017

(Seal)



Nichole Beary
(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

020

PURCHASING AFFIDAVIT**VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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>.

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.

Vendor's Name: Carpenter Reclamation Inc.Authorized Signature: R. CarpenterDate: 4-22-09

Date: 19-Jan-2006

Applicant Violator System
Organizational Family Tree (OFT)

Time :08:20:59
Page: 1

(140618) CARPENTER RECLAMATION INC

Total Number: 4

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

Current Information
K. Carpenter - President
4/22/09

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 DEP14593, Sundial (Hatfield) Refuse Pile in Raleigh County, according to plans and specifications.

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 1st day of April, 2009.

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 25th day of April, 2008.



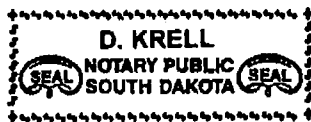
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of April, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, 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 1st day of April 2009.



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.