



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
DEP15049

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 05/09/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/29/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p><i>ADDENDUM #1+2</i></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, 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 A 6-ACRE ABANDONED MINE PROJECT KNOWN AS THE "MALLORY REFUSE PILE" PROJECT LOCATED NEAR MAN, WEST VIRGINIA, (LOGAN CO.).</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 05/27/10 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THIS 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>						<p>\$ 387,036.⁰⁰</p>

RECEIVED
2010 JUN 29 PM 1:10
WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelly Carpenter</i>	TELEPHONE 304 984 1115	DATE 6-29-10
TITLE <i>President</i>	FEIN 55-0693493	ADDRESS CHANGES TO BE NOTED ABOVE

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

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 and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

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



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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: THE PROJECT AREA IS ACCESSED BY TRAVELING EAST ON RT. 19 AND THEN EXITING AT LOGAN AND TRAVELING SOUTH ON RT. 10. TURN OFF RT. 10 INTO THE MALLORY. TRAVEL ALONG WAGON WHEEL DRIVE, AND TAKE THE FIRST RIGHT PAST THE MALLORY BAPTIST CHURCH INTO AN UNNAMED STREET. THE SITE IS LOCATED DIRECTLY BEHIND THE LAST HOME ON THE ROAD.</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&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 COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED & SUBMITTED WITH THE BID AS EVI-</p>						

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<p>DENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WV CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE 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 LOGAN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

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DOCUMENT

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<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> <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>AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 01/31/2013) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA</p>						

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<p>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 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, 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> <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 style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, AND THE INFORMATION PROVIDED IN THE</p>						

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PROPERTY

*709060417 304-984-1115
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<p>"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 WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE. (B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK.</p>						

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<p>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 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 "MALLORY 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</p>						

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22				DRAWINGS AS PREPARED BY GAI CONSULTANTS, INC.		
				(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.		
				(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.		
				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.		
				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		

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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
DEP15049

PAGE
9

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 05/09/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/29/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>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.</p> <p>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.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>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,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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<p>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 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</p>						

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<p>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.: .DEP15049...</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .. ✓</p> <p>NO. 2 .. ✓</p> <p>NO. 3</p> <p>NO. 4</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE 304 984 1115	DATE 6-29-10
TITLE <i>President</i>	FEIN 55-0693493	ADDRESS CHANGES TO BE NOTED ABOVE

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<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 <i>Carpenter Reclamation Inc.</i>.....COMPANY <i>6-29-10</i>.....DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE <i>304 984 1115</i>	DATE <i>6-29-10</i>
TITLE <i>President</i>	FEIN <i>55-0693493</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP15049</p> <p>BID OPENING DATE: 06/29/2010</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> <hr/> <p>VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING: <u>Carpenter Reclamation Inc.</u> <u>P.O. Box 13015, Sissonville WV 25360</u></p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <u>Randy Carpenter</u> <u>304.984.1115</u> <u>304.543.1726</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **KC** TELEPHONE DATE **6-29-10**

TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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

AML CONTRACTOR INFORMATION FORM

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

Part A: General Information

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

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.

<u>6-29-10</u> Date	<u>K. Carpenter</u> Signature	<u>President</u> 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 #1029-0119¹

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.²

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.

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

² 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.osmrc.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.

Mallory Refuse Pile Requisition# DEP15049

Contractor's Bid Sheet

Company Name: Carpenter Reclamation Inc.

Address: P.O. Box 13015
Siasonville WV 25360

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," per lump sum. Cannot be more than 10% of the Total Amount Bid for the project.	l.s.	\$ 14,000.00
2.0	1	"Construction Layout," per lump sum. Cannot be more than 5% of the Total Amount Bid for the project.	l.s.	\$ 14,000.00
3.0	1	"Quality Control," per lump sum. Cannot be more than 3% of the Total Amount Bid for the project.	l.s.	\$ 6,000.00
4.1	1	"Site Preparation," per lump sum. Cannot be more than 10% of the Total Amount Bid for the project.	l.s.	\$ 28,000.00
4.2	95	"Class 1 Aggregate," per ton.	\$ 20.00	\$ 1,900.00
5.0	4,400	"Sediment Control," per linear foot.	\$ 4.00	\$ 17,600.00
6.0	6	"Revegetation," per plan acre.	\$ 2,000.00	\$ 12,000.00
7.1	1,700	"Type I Channel," per linear foot.	\$ 47.00	\$ 79,900.00
7.2	30	"18-inch HDPE," per linear foot	\$ 40.00	\$ 1,200.00
8.1	16,500	"Unclassified Excavation," per cubic yard.	\$ 7.00	\$ 115,500.00
8.2	2	"Soil Placement," per plan acre.	\$ 12,818.00	\$ 25,636.00
9.1	1	"Wet Seal," per each.	\$ 6,000.00	\$ 6,000.00
9.2	50	"Soda Ash Briquettes," per 50 pound bag	\$ 10.00	\$ 500.00
11.0	300	"Underdrain," per linear foot.	\$ 30.00	\$ 9,000.00
12.0	9,300	"Erosion Control Matting," per square yard	\$ 6.00	\$ 55,800.00
TOTAL				\$ 387,036.00

BID BOND

See Attached

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 Obligea, 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 Obligea 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.**

AGENCY _____ (A)
 RFQ/RFP# _____ (B)

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

- (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

_____ (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)

_____ (Q)
 (Name of Principal)
 By _____ (S)
 (Must be President or Vice President)
 _____ (T)
 Title

Surety Corporate Seal

(U)

_____ (V)
 (Name of Surety)
 _____ (W)
 Attorney-in-Fact

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.

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

All OFF'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	

6/29/10

Current Information

K. Carpenter



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 DEP15049, Mallory Refuse Pile in Logan 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 27th day of May, 2010.

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 25th day of April, 2008.



WESTERN SURETY COMPANY

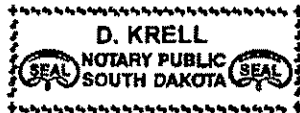
Paul T. Bruflat, Senior Vice President

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 27th day of May, 2010.



WESTERN SURETY COMPANY

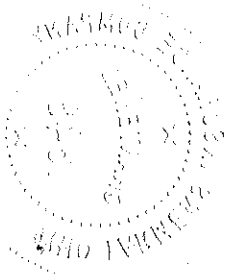
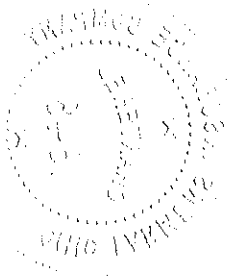
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





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

STATE OF 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)

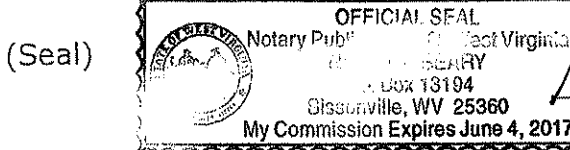
By: Kelley Carpenter

Title: President

Date: 6-29-10

Taken, subscribed and sworn to before me this 29 day of June, 2010

By Commission expires June 4, 2017



Michael Berry
(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Carpenter Reclamation Inc.

Authorized Signature: Kelley Carpenter Date: 6-29-10

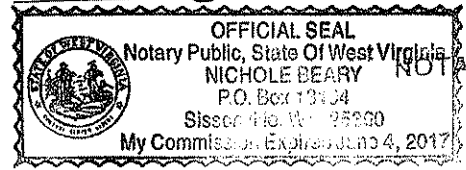
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 29 day of June 4, 2010

My Commission expires June 4, 2017

AFFIX SEAL HERE



NOTARY PUBLIC Nichole Beary



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
DEP15049

PAGE
1

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

VENDOR

*709060417 304-984-1115
 CARPENTER RECLAMATION INC
 PO BOX 13015

 SISSONVILLE WV 25360-0015

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/14/2010				

BID OPENING DATE: **06/29/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE MALLORY REFUSE PILE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND THE REVISED SPECIFICATIONS RESULTING FROM THE MANDATORY PRE-BID MEETING OF 05/27/2010.</p> <p>BID OPENING DATE & TIME REMAIN UNCHANGED AS 06/29/2010 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p>						
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p>						
<p>***** THIS IS THE END OF RFQ DEP15049 *****</p>						<p>TOTAL: \$ <u>387,036.00</u></p>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE 304 984 1115	DATE 6-29-10
TITLE <i>President</i>	FEIN 55-0693493	ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ 15049
Mallory Refuse Pile
Addendum #1

- Item 1: Q) Does the site (material) balance?
A) Yes, material balances.
- Item 2: Q) Where is the soil borrow area?
A) A potential soil borrow area is identified on the plans, located above the coal refuse and below the access road, and adjacent to the concrete remnants. The potential soil borrow area is identified on drawing number E-E6.
- Item 3: Q) What is the Engineer's Estimate (4) for this project?
A) The estimate is \$272,498. However, please note that the channels are now required to be grouted riprap (instead of riprap) and this should raise the estimate slightly (estimate \$280,000 - \$290,000).
- Item 4: Q) What is the length of channel from the portal?
A) By scaling, the length of channel is approximately 70 ft. Please note that the conveyance pipes from the portal (by scaling, estimate to be 45 ft) discharge into channel 3 and channel 3 in turn discharges onto an energy dissipater. This may be seen on drawing number E-E7.
- Item 5: C) Material to be windrowed.
Please note that some on site material (trees, limbs, etc) will be windrowed and located as per WVDEP Engineer/Inspector designated location. The purpose is to try and eliminate/limit 4 wheeler (ATV) access to the site.
- Item 6: Q) What is the time for construction of this project?
A) 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 liquidation 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 7: Add the following to Section 7.2.1 of the Technical Specifications:

"All of the channels for the project shall have full penetration grout. The grout for the channels shall consist of a mixture of Portland cement, fine aggregate, and water so proportioned and mixed as to provide a readily pumpable slurry. Admixtures and/or a pozzolan may be used with the approval of the Engineer. The grout shall exhibit a compressive strength of 2,000 pounds per square inch at 28 days with specimens made and tested according to the provisions of ASTM C 31 and C 39.
- Item 8: Add the following to Section 7.4 of the Technical Specifications:

“The grout and grouting of the channels shall be included in the per linear foot price for the channels.”

- Item 9: On Drawings E-E6, E-E7, E-E8, and E-E9, Note 1 shall be deleted.
- Item 10: Erosion control and sediment control shall be paid per the price for “Sediment Control”. Sediment control shall be silt fence. Erosion control (post construction) can be either silt fence or straw bales.
- Item 11: The Storm Water NPDES permit application has been submitted to WVDEP.

9.0 SEDIMENT CONTROL

9.1 Description

This item shall consist of furnishing all materials, equipment, labor and incidentals necessary for the installation of Silt Fence and Super Silt Fence as designated in the Drawings. Sediment control shall be installed about the perimeter of disturbed areas prior to any construction activities. Sediment control shall be placed on regraded outslope areas concurrent with construction and prior to revegetation. Installation locations are shown in the Drawings. Additional locations may be added at discretion of the WVDEP. **Straw bales may not be used for sediment control, but may be used for erosion control as a substitute for silt fence as approved by the WVDEP.** Silt Fence and Super Silt Fence materials, installation, and maintenance shall be in accordance with the Erosion and Sediment Control Best Management Practice Manual, West Virginia Department of Environmental Protection, Division of Water and Waste Management, dated 2006.

9.2 Materials

9.2.1 Silt Fence

Silt fencing shall meet all applicable requirements of the West Virginia DOT DOH Specifications.

Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months expected usable construction life at a temperature range of 0 to 120 degrees Fahrenheit.

If wooden stakes are utilized for silt fence construction, they must be a minimum of 2" x 2" when oak is used and 2" x 4" when pine is used. Wooden stakes should have a minimum length of 5 feet.

If steel posts (standard "U" or "T" section) are utilized for fence construction, they must have a minimum weight of 1.33 pounds per linear foot and should have a minimum length of 5 feet.

9.2.2 Super Silt Fence

Fencing shall be 48 inches in height and constructed in accordance with the WV DOT, Division of Highways specification for Chain Link Fencing. The DOT specification for a 6-foot fence shall be used, substituting 48-inch fabric and 6 foot length posts. The filter fabric shall meet the requirements of 715.11.5/AASHTO M 288, Section 7, Class 1.

9.2.3 Straw Bales (Erosion Control Only)

Standard straw bales tied with either wire or nylon string if available. These types of ties will not deteriorate rapidly and insure a longer life. If ordinary baler twine is used, the bales shall be placed so that the twine is not in contact with the ground.

9.2.4 Stone Check Dams

Stone check dams shall be constructed at the locations indicated on the plans or as approved by the WVDEP representative. The dams shall meet the following standards.

- a. Rock rip-rap used for construction of the stone check dam shall be the same quality and gradation as the rip-rap specified in Section 6.2.2
- b. The dam will be keyed into the side slopes and bottom of the channel a minimum of 2 feet. Minimum key width will be 3 feet.
- c. Upstream and downstream slopes will be 3 horizontal to 1 vertical or flatter.
- d. A weir 2 feet wide by one foot deep will be constructed across the center of the dam.

The maximum height will be 4 feet from the lowest point along the centerline of the dam to the crest of the weir

5.2.5 Stabilized Construction Entrance

Stone used for construction of the Stabilized Construction Entrance shall be the same quality and gradation as the Stone specified in Section 6.2.5

9.3 Installation

9.3.1 Silt Fence

The height of a silt fence shall be a minimum of 16 inches above the original ground surface and shall not exceed 34 inches above ground elevation.

The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, the silt fence shall be spliced together only at a support post, by twisting the last post of each run around each other, and securely sealed.

A trench shall be excavated approximately 4 inches wide and 4 inches deep on the upslope side of the proposed location of the measure.

The filter fabric shall be fastened securely to the upslope side of the posts using one inch long (minimum) heavy-duty wire staples or wire ties and eight inches of the fabric shall be extended into the trench. The fabric shall not be stapled to existing trees. The most common type of silt fence has the stakes attached to the fabric at the factory.

The 4-inch by 4-inch trench shall be backfilled and the soil compacted over the filter fabric.

Silt fence shall be removed when it has served its useful purpose, but not before the upslope area has been permanently stabilized.

Turn the end of a run of silt fence slightly uphill to prevent runoff from going around the end.

9.3.2 Super Silt Fence

The poles do not need to be set in concrete.

Chain link fence shall be fastened securely to the fence posts with wire ties or staples.

Geotextile fabric shall be fastened securely to the chain link fence with ties spaced every 24" at the top and mid section.

Geotextile fabric shall be embedded a minimum of 12" into the ground.

When two sections of geotextile fabric adjoin each other, they shall be overlapped by 6" and folded.

Metal posts as specified by DOH can be replaced by pressure-treated 4" x 4" posts.

9.3.3 Straw Bales (Erosion Control Only)

All bales shall be placed on the contour with ends tightly abutting the adjacent bales.

All bales shall be embedded in the soil with a minimum of 4 inches or bales covered with a fiber mat, with earth tamped on the upstream side to prevent piping.

Bales shall be securely anchored in place by stakes driven through the bales. The first stake in each bale shall be driven toward the previously laid bale to force bales together.

9.4 Maintenance

9.4.1 Silt Fence

Silt fences shall be inspected immediately after each rainfall of 0.5 inch or greater and at least daily during prolonged rainfall at a minimum once every seven days. Any required repairs or maintenance shall be made immediately.

Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. If the fence is not installed on the contour (perpendicular to the flow of water) both of these conditions can occur.

Should the fabric on a silt fence decompose or become ineffective prior to the end of the expected usable life and the barrier still is necessary, the fabric shall be replaced promptly.

Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.

If any section of silt fence is knocked down during a rain event (because it was installed in an area of concentrated flow) then other measures such as a sediment trap and diversion or super silt fence must be installed.

9.4.2 Super Silt Fence

Super Silt fences shall be inspected immediately after each rainfall, daily during prolonged rainfall and once a week during dry periods. Any required repairs shall be made immediately.

Close attention shall be paid to the repair of damaged Super Silt Fence resulting from end runs and undercutting. If the fence is not installed perpendicular to the flow of water, these conditions will occur.

Should the fabric on a Super Silt Fence decompose or become ineffective, the fabric shall be promptly replaced.

Sediment deposits shall be removed when deposits reach approximately one-half the height of the barrier.

9.4.3 Straw Bales (Erosion Control Only)

An inspection should be made after rainfall and repairs or replacements made promptly as needed. Bales and stakes shall be removed when adequate vegetation has been established.

9.5 Method of Measurement

9.5.1 Silt Fence

Silt Fence measurement shall be performed to the nearest linear foot of Silt Fence placed in conformance with specifications and accepted by the WVDEP. Only that Silt Fence which is illustrated in the Drawings shall be included for measurement. Any additional Silt Fence installed by the Contractor to meet any applicable State or Federal Law or Regulation shall be the Contractor's sole responsibility and all costs pursuant thereto shall be borne fully by the Contractor. Any Silt Fence which is not illustrated in the Drawings that the Contractor may install to protect streams or for other purposes shall not be included for measurement and shall be the sole responsibility of the Contractor. However, any Silt Fence approved by the WVDEP prior to placement shall be included for measurement.

9.5.2 Super Silt Fence

Super Silt Fence measurement shall be performed to the nearest linear foot of Super Silt Fence placed in conformance with specifications and accepted by the WVDEP. Only that Super Silt Fence which is illustrated in the Drawings shall be included for measurement. Any additional Super Silt Fence installed by the Contractor to meet any applicable State or Federal Law or Regulation shall be the Contractor's sole responsibility and all costs pursuant thereto shall be borne fully by the Contractor. Any Super Silt Fence which is

not illustrated in the Drawings that the Contractor may install to protect streams or for other purposes shall not be included for measurement and shall be the sole responsibility of the Contractor. However, any Super Silt Fence approved by the WVDEP prior to placement shall be included for measurement.

9.5.3 Straw Bales

Straw Bales measurement shall be performed to the nearest linear foot of Straw Bales placed in conformance with specifications and accepted by the WVDEP. Only that Straw Bales which is illustrated in the Drawings shall be included for measurement. Any additional Straw Bales installed by the Contractor to meet any applicable State or Federal Law or Regulation shall be the Contractor's sole responsibility and all costs pursuant thereto shall be borne fully by the Contractor. Any Straw Bales which is not illustrated in the Drawings that the Contractor may install to protect streams or for other purposes shall not be included for measurement and shall be the sole responsibility of the Contractor. However, any Straw Bales approved by the WVDEP prior to placement shall be included for measurement.

9.5.4 Stone Check Dams: This item shall measured for at the bid unit price per each structure constructed and accepted by the engineer. Payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary to complete the work. Payment shall constitute full compensation for any required maintenance, sediment removal and disposal.

9.5.5 Stabilized Construction Entrance: The method of measurement for Stabilized Construction Entrance will be on a lump sum basis.

9.6 Basis of Payment

9.6.1 Silt Fence

This item shall be paid at the bid unit price per linear foot of Silt Fence placed and accepted by the WVDEP. Payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary to perform the work. Additionally, payment shall constitute full compensation for any required maintenance, sediment removal and disposal of installed Silt Fence.

9.6.2 Super Silt Fence

This item shall be paid at the bid unit price per linear foot of Super Silt Fence placed and accepted by the WVDEP. Payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary to perform the work. Additionally, payment shall constitute full compensation for any required maintenance, sediment removal and disposal of installed Super Silt Fence.

9.6.3 Straw Bales

This item shall be paid at the bid unit price per linear foot of Straw Bales placed and accepted by the WVDEP. Payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary to perform the work. Additionally, payment

shall constitute full compensation for any required maintenance, sediment removal and disposal of installed Straw Bales.

9.6.4 Stone Check Dams: This item shall be paid for at the bid unit price per each structure constructed and accepted by the engineer. Payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary to complete the work. Payment shall constitute full compensation for any required maintenance, sediment removal and disposal.

9.6.5 Stabilized Construction Entrance: The quantity of work done will be paid at the bid lump sum price 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.

9.7 Pay Item

Item 9.1, "Silt Fence", per linear foot.

Item 9.2, "Super Silt Fence", per linear foot.

Item 9.3, "Straw Bales", per linear foot.

Item 9.4 "Stone Check Dams", Per Each

Item 9.5 "Stabilized Construction Entrance", Per Lump Sum

VEGETATIVE PRACTICES

Except as noted below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has permanently ceased.

- Where the initiation of stabilization measures by the fourth day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as conditions allow.
- Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g., the total time period that construction activity is temporarily halted is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the seventh day after construction activities have temporarily ceased.

Areas where the seed has failed to germinate adequately (uniform perennial vegetative cover with a density of 70%) within 30 days after seeding and mulching must be reseeded immediately, or as soon as weather conditions allow.

Diversions must be stabilized prior to becoming functional.

MAINTENANCE & INSPECTION

At a minimum, all erosion and sediment controls on the site will be inspected at least once every seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24-hour period.

All controls should be cleaned out when sediment reaches one half the sediment capacity of that control.

Inspection and maintenance records must be kept onsite.

EROSION & SEDIMENT CONTROL CONSTRUCTION SEQUENCE

1. Install stabilized construction entrance as shown on site plans.
2. Install perimeter sediment control devices as shown on site plans.
3. Clear and grub site.
4. Provide sediment control for any topsoil stockpiles.
5. Commence rough grading of site. Continue to maintain and inspect all erosion and sediment controls.
6. Install additional erosion and sediment controls as shown on site plans.
7. Fine grade site.
8. Permanently seed and mulch all disturbed areas within 7 days of reaching final grade.
9. Upon completion of project including adequate stabilization, remove all remaining erosion and sediment controls.

FIGURE 3.27.2

SILT FENCE

NOTE:
THE MAXIMUM LENGTH
OF SLOPE ABOVE
A ROW OF SILT
FENCE IS 110'

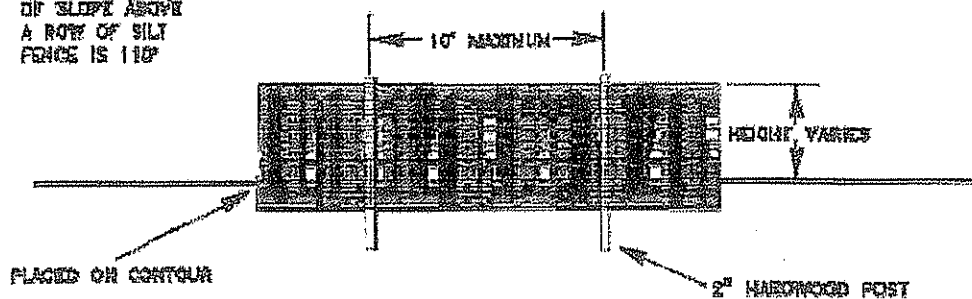
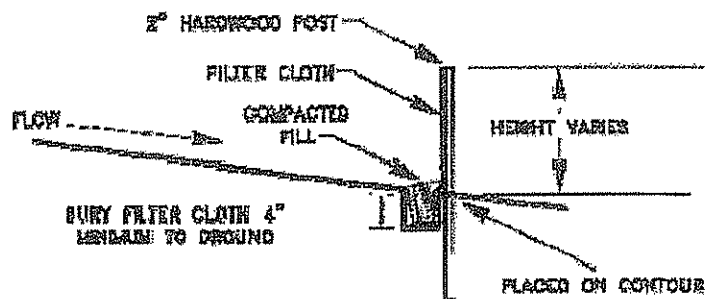
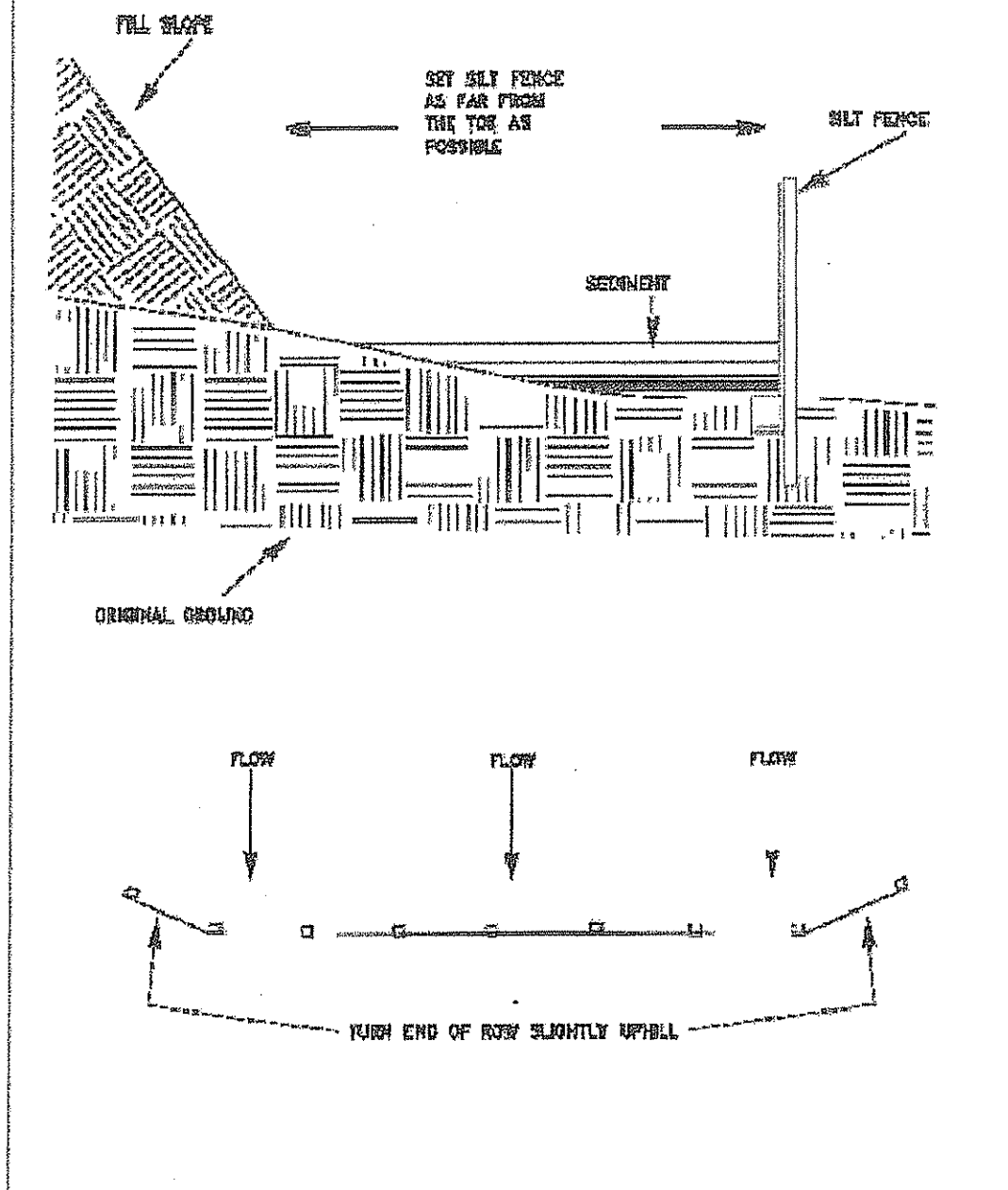
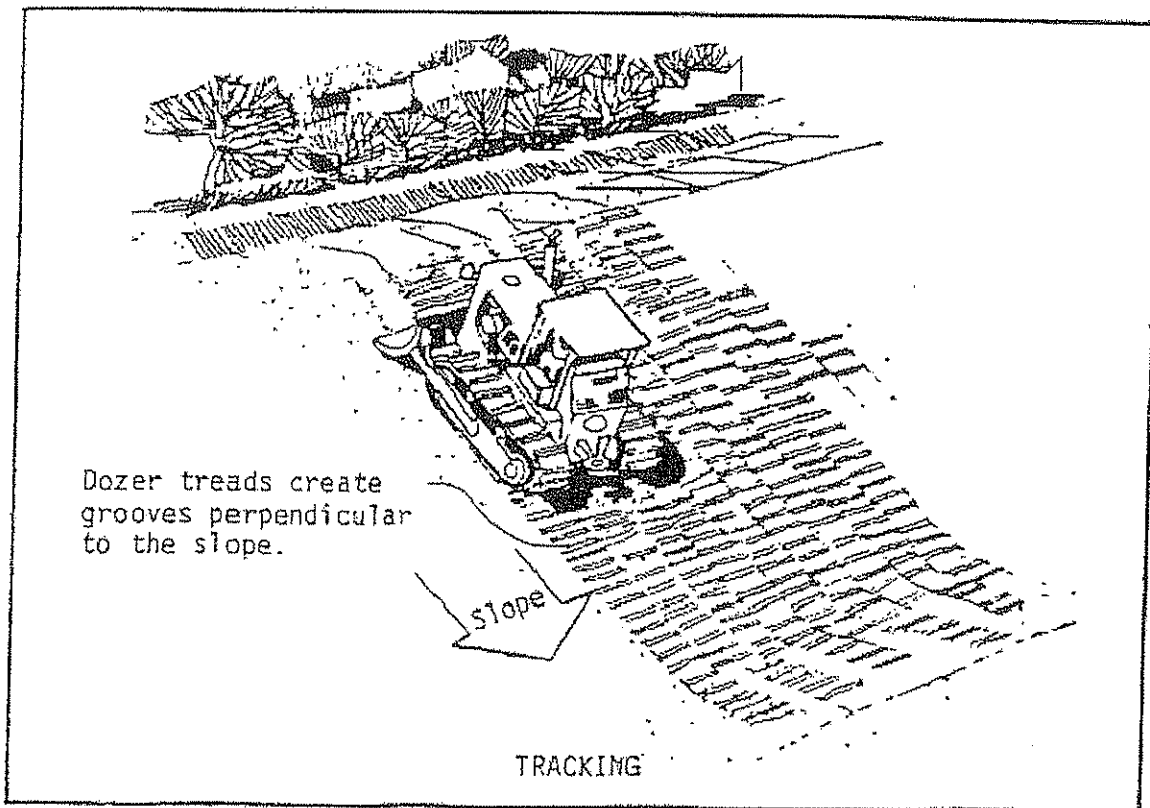
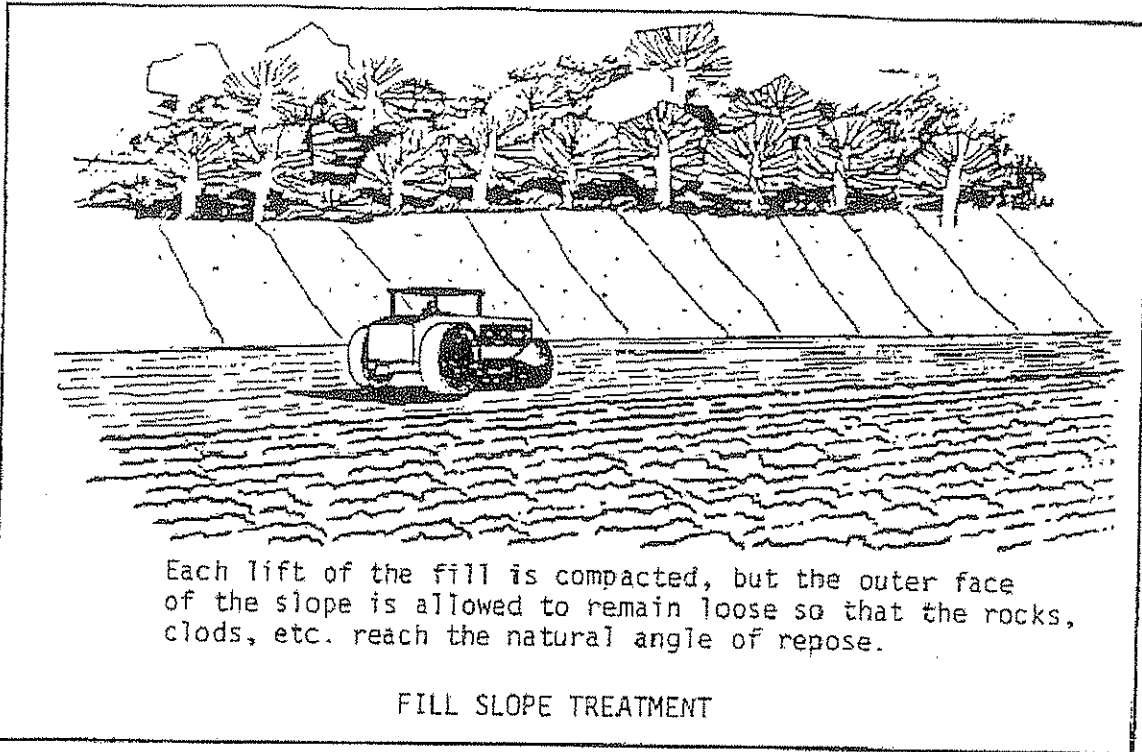
*FRONT ELEVATION**SIDE ELEVATION**TOP VIEW*

FIGURE 3.27.1

PLACEMENT OF SILT FENCE





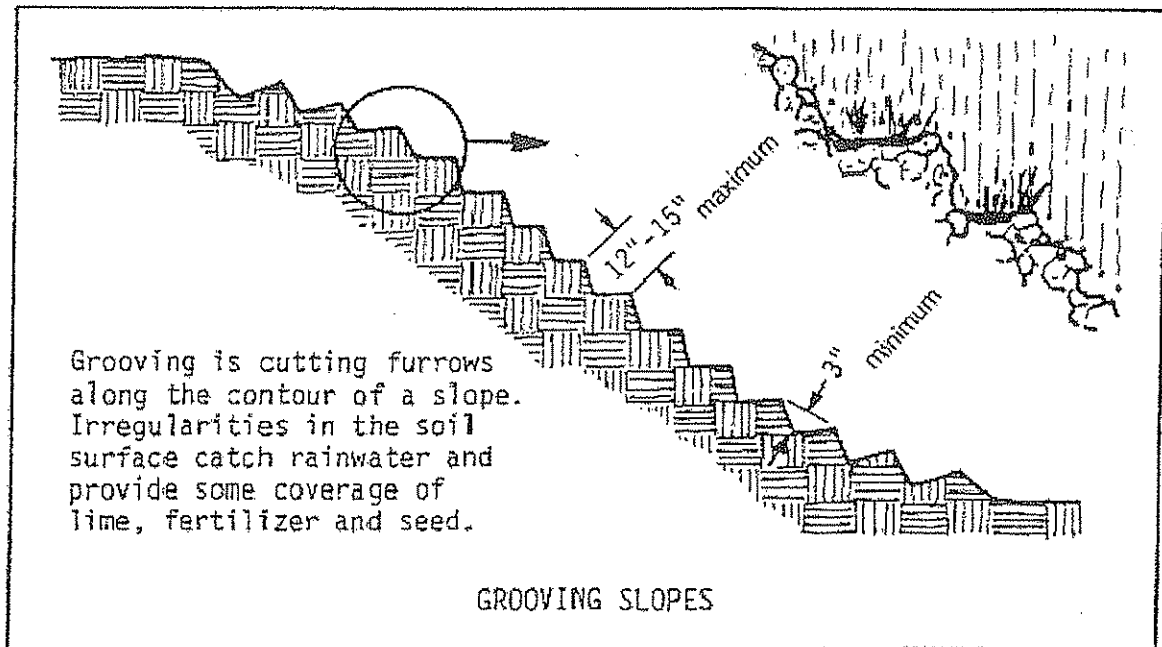
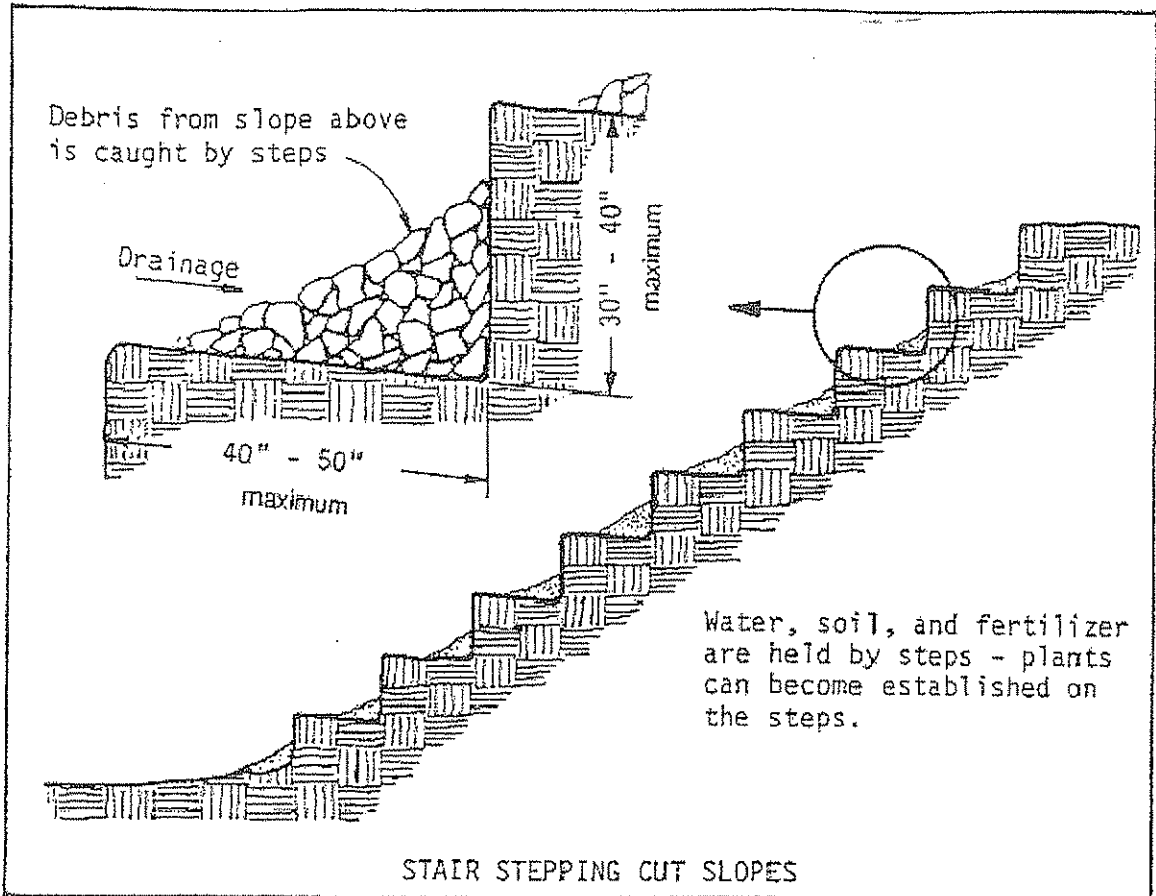
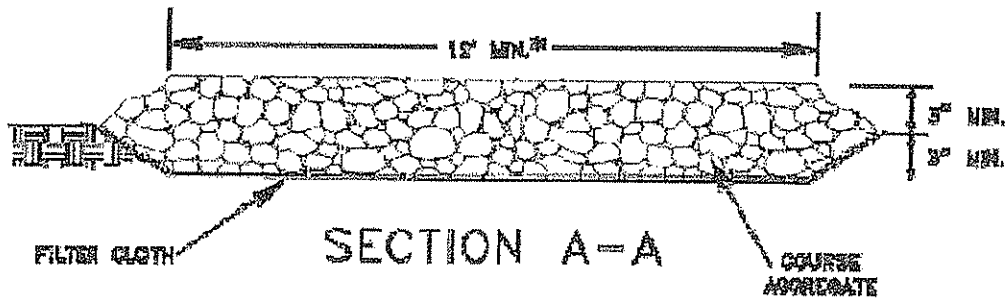
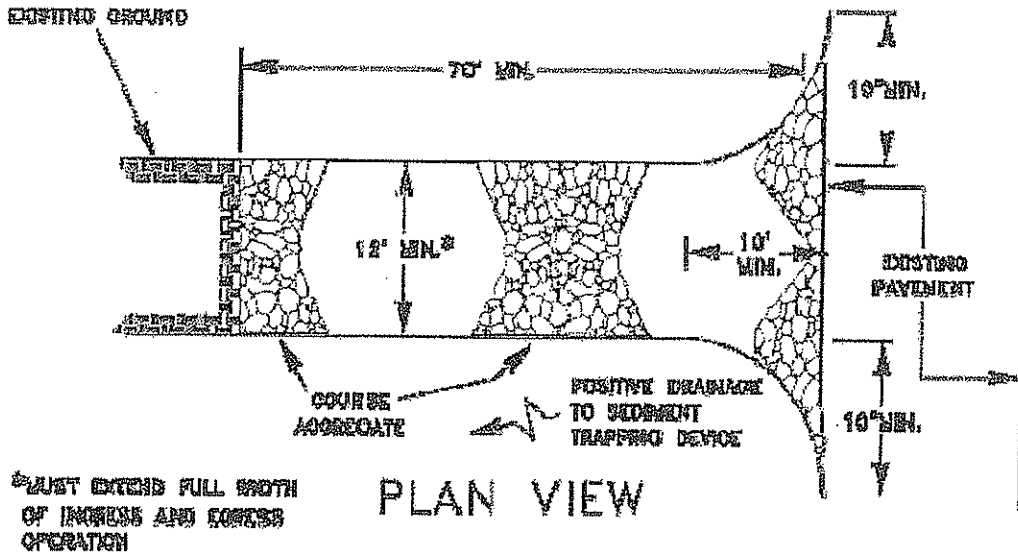
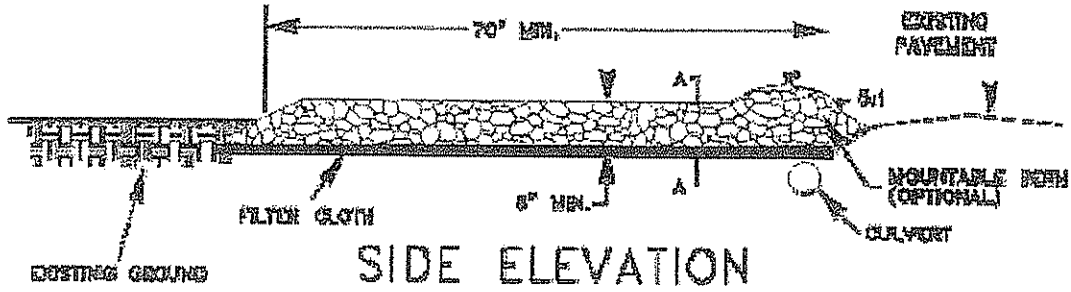


FIGURE 3.02.1

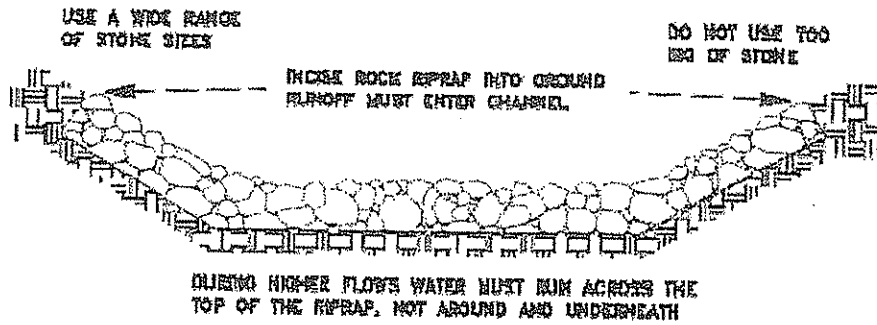
STONE CONSTRUCTION ENTRANCE



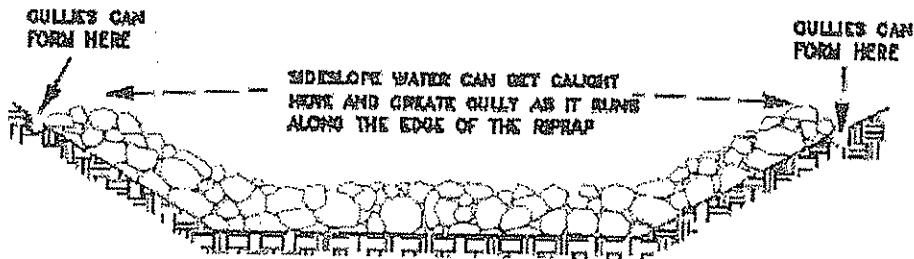
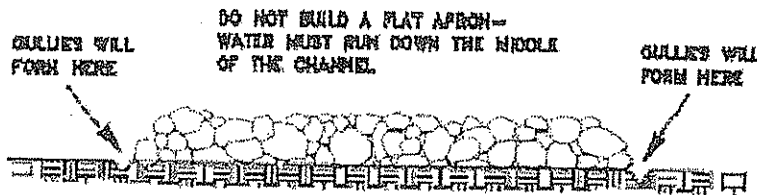
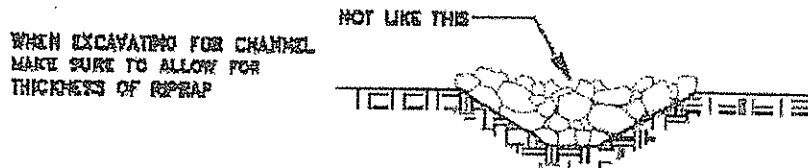
CONSTRUCTION from 1999 Imperial Standards for Soil Erosion and Sediment Control and No. 8020

FIGURE 3.15.3

RIPRAP DIVERSION



COMMON PROBLEMS



10.0 REVEGETATION

10.1 Description

This work shall cover all operations incidental to the establishment of vegetation within the limits of construction as shown on the Construction Drawings and any other areas as approved by the WVDEP. This work also includes the furnishing and the application of fertilizer, agricultural limestone and mulch and the furnishing and sowing of seed, all in accordance with these Specifications and as designated herein.

No areas outside the limits of construction shall be disturbed without prior approval from the WVDEP in order to ensure that Right of Entry has been obtained.

Any areas outside the limits of construction, disturbed by the Contractor shall be revegetated by the Contractor at no expense to the WVDEP.

10.2 Materials

10.2.1 Fertilizer

The commercial fertilizer to be used shall consist of a 10-20-10 grade of uniform composition and furnished in standard containers. These containers, in accordance with applicable state and federal laws, must be clearly marked with the following information:

- a. Weight
- b. Name of Plant Nutrients
- c. Guaranteed Nutrients Percentages

Fertilizer rates shall be formulated from soil test results. In the absence of soil testing a rate of 1,000 lbs/acre will serve as a preferred minimum. Fertilizer shall be applied immediately to all areas reaching final grade by one of the two following methods:

- a. Apply and incorporate fertilizer during seedbed preparation.
- b. Apply fertilizer in hydroseeding mixture following seedbed preparation

10.2.2 Limestone

The lime to be used will be agricultural grade pulverized limestone containing not less than 75% total carbonates. Fineness will be such that not less than 75% will pass through a #100 sieve and 100% will pass through a #10 sieve.

Lime rates shall be at a rate of 4 tons/acre. If soil testing is performed and indicates additional lime is required, the contractor shall increase the rate of lime only after the approval of the engineer.

Lime should be thoroughly mixed into the top six (6) inches of soil.

10.2.3 Seed Mixtures

The variety of grass and legume seed furnished for the project shall bear a tag, in accordance with applicable state and federal laws, with the following information listed:

1. Lot Number
2. Seed Producers Name
3. Percent Purity
4. Percent Germination
5. Date of Germination Testing
6. Weed Seed Content (should be <0.25% by weight)

All leguminous seed shall be inoculated with the specified strain of rhizobia which shall be a pure culture of bacteria selected for maximum vitality. No rhizobia shall be used which has passed the expiration date on each package. The inoculant shall be applied at five times the recommended rate except when used in a hydroseeding mixture when the rate will be ten times the recommended rate.

10.2.4 Temporary Seed Mixtures

All stockpiles and other disturbed areas which will require further disturbance in which the additional disturbance will be delayed for a period of three (3) weeks or longer shall be vegetated according to the following guidelines:

Variety of Seed	Spring 3/15-5/31	Summer 5/31-8/15	Fall 8/15-10/15	Winter 10/15-11/15
	Lbs/acre			
Annual Ryegrass (Lolium multiflorum)	40		40	
German/Foxtail Millet* (Setaria italica)		40		
Winter Rye/ Cereal Rye (Secale Cereale)				170

*DO Not Use Japanese Millet

All areas to be temporarily seeded which are to be redisturbed shall be fertilized with 500 lbs/acre of 10-20-10. All areas reaching final grade to be temporarily seeded shall be fertilized according to Section 10.2.1. Lime shall be applied according to Section 10.2.2 and mulch according to Section 10.2.7.

10.2.5 Permanent Seed Mixtures

Permanent vegetation shall be established on all areas reaching final grade or other areas not likely to be destroyed by further construction activities. Any areas that reach final grade between June 15 – August 15 shall be seeded with the appropriate temporary seed mixture according to Section 10.2.4. These areas shall then be reseeded with a permanent seed mixture, without Annual Ryegrass, during the next defined seeding period according to this section. The actual date of permanent seeding will require the WVDEP's approval.

Variety of Seed	Spring 3/1-6/15	Fall 8/15 – 2/28
	Lbs./acre (1)	
Orchardgrass (<i>Dactylis glomerata</i>)	30	30
Birdsfoot Trefoil (2) (<i>Lotus corniculatus</i>)	15	15
Red Clover (<i>Trifolium pratense</i>)	10	10
Annual Ryegrass (<i>Lolium multiflorum</i>)	25	25
Spring Oats	35	0
Or		
Winter Wheat	0	90

1. Seed-rate suggested is for Pure Live Seed (PLS) in lbs/acre.
2. Herbaceous legumes must be treated with the appropriate bacterium before seeding. On areas which are steeply sloping (Steeper than 1.7:1) or slide prone substitute Crownvetch (*Coronilla varia*) at 20 lbs./acre for Birdsfoot Trefoil.

10.2.6 Lawn Seed Mixture

Existing lawn/mowed areas disturbed during construction shall be reseeded using the following mix.

Rate Lb/1000 sq. ft.	Seed Variety	Minimum Specifications	
		% Purity	%Total Germination
0.45	Red Fescue (Pennlawn)	98	85
0.90	Kentucky Bluegrass	85	75
0.70	Merion Bluegrass	90	75
0.20	Annual Ryegrass*	95	85

*Use Annual ryegrass only in mixtures seeded after August 1 and May 15.

10.2.7 Mulch Material

Straw

Straw mulch shall include baled wheat or oats straw or baled grass hay. Straw mulch shall be dry and reasonably free of weed seeds, sticks or other foreign material. Straw mulch shall be applied at a rate of 2 tons/acre. The straw mulch shall be anchored with 100 gallons/acre asphalt emulsion or 750 lbs/acre wood cellulose fiber. No grass hay should be used for mulch on the existing lawn/mowed areas.

Wood Cellulose Fiber

Wood cellulose fiber may be used only on slopes steeper than 2:1. Wood cellulose fiber mulch should not be used alone during the dry summer months or for late fall mulch cover. The rate of application shall be 1,500 lbs/acre. A mulch for use with the hydraulic application of seed, fertilizer and lime shall consist of wood cellulose fiber. It shall be processed in such a manner that it will contain no growth or germination inhibiting factors and shall be dyed green. It shall be manufactured in such a manner that (1) after addition and agitation in slurry tanks with fertilizers, lime, seeds, and water, the fibers in the material will become

uniformly suspended to form a homogeneous slurry and (2) the material, when hydraulically sprayed on the ground, will form a blotter-like ground cover impregnated uniformly with seed, will allow rainfall to percolate to the underlying soil.

The wood cellulose fiber shall be supplied in packages having a gross weight not to exceed 100 pounds. Weight specifications of this material from suppliers, and for all applications, shall refer only to air dry weight of the fiber material. Air dry weight is based on the normal weight standard of the Technical Association of the Pulp and Paper Industry for Wood Cellulose and is considered equivalent to 10 percent moisture. Each package of the cellulose fiber shall be marked by the manufacturer to show the air dry weight content.

10.2.8 Water

Water shall be reasonably free of injurious and other toxic substances harmful to plant life. The source of water is subject to the approval of the WVDEP.

10.2.9 Direct Seeding:

All areas which are to be seeded directly on to coal refuse material shall utilize these specifications Sections 6.0 to 6.6 with the following changes incorporated:

- a. Section 10.2.1, Fertilizer - increase fertilizer rate to 1,500 lbs./acre of 10-20-10.
- b. Section 10.2.7, Mulch - increase mulch rate to 3 tons/ acre of straw or hay mulch.

10.3 Construction Methods

All revegetation activities shall be conducted immediately following completion of final grade so as to utilize the fine soil material as a seedbed before this material is lost via subsequent rainfall.

On sites where appropriate equipment can operate the seedbed shall be prepared by breaking up surface crusts and loosening the soil material to a minimum of six (6) inches. Discing, harrowing, cultipacking or other acceptable tillage operations may be used to prepare the seedbed. On sites where appropriate equipment cannot operate, the seedbed shall be prepared by "tracking in" with a dozer or scarifying by other approved methods. Rocks larger than six (6) inches in diameter, trash, weeds and other debris that will interfere with seeding or maintenance shall be removed or disposed of as approved by the WVDEP. Seedbed preparation shall be suspended when soil moisture conditions are not suitable for the preparation of a satisfactory seedbed as determined by WVDEP. All yard/mowed areas shall be hand raked with all rocks 2" diameter and larger removed.

Seedbed preparation and seeding shall take place progressively as various regraded areas are brought to final grade.

All seeding operations shall be performed immediately following seedbed preparation in such a manner that the seed is applied in the specified quantities uniformly on the designated areas.

Seed application shall consist of approved hydroseeding methods where feasible. Any seed left in hydroseeder overnight shall be reinoculated before that seed shall be applied. Other methods of seed application may be utilized for site-specific reasons when approved by the WVDEP.

Any area failing to establish a vegetative stand due to weather or adverse soil conditions shall be reseeded, relimed, refertilized and remulched as approved by the WVDEP.

The Contractor shall maintain all seeded areas until final acceptance of the project. All areas shall be protected from any further equipment traffic and any damaged areas shall be repaired and reseeded. Maintaining seeded areas shall consist of watering, refilling, refertilizing, reliming, reseeding and remulching erosion gullies and all bare areas.

A second and third seeding will be applied as needed, or as approved by the WVDEP.

Second Step Seeding

The second step seeding will take place during the first defined seeding period following the initial seeding. No payment shall be made for second step seeding, this work is part of the contract if completed before the final inspection, or shall be considered warranty if completed after the final inspection. The following shall be used as a guide for second step application:

- a. For areas with less than a 50 percent stand or subject to severe erosion, apply the complete amount of seed, fertilizer, lime and mulch as specified.
- b. For areas with over 50 percent stand apply one half the original fertilizer, lime and seed. If erosion is a problem, apply one half the original mulch specified in Section 10.2.9.

Third Step Seeding

The third step seeding shall consist of spot applications on areas not showing a satisfactory stand. The seeding shall take place at the next defined seeding period following the second step application. The quantity of material to be used shall be determined on the same basis as for the second step application.

Second and third step seeding shall be considered part of the contract if completed before the final inspection or considered warranty if completed after the final inspection.

10.4 Method of Measurement

The method of measurement for revegetation will be to the acre field measured and rounded to the nearest whole acre. Payment to include all temporary seeding, lime, fertilizer, seed and mulch for the first seeding only. Subsequent seeding will not be measured or paid for but will be considered incidental to initial seeding.

The Contractor shall be paid only for those areas disturbed and revegetated during operations necessary for completion of the work. The quantity shall not include areas disturbed for storage facilities and staging areas unless prior approval was obtained from the WVDEP. No payment shall be made for any seeding conducted after the final inspection; this work is considered warranty.

10.5 Basis of Payment

The quantities of work done will be paid at the contract unit price bid as listed below, 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 payment will be made for seeding after the initial seeding. All work done after initial seeding will be done as maintenance of a completed phase of work or as warranty work after the final inspection.

10.6 Pay Items

Item 10.1 "Revegetation", per acre

11.0 Gabion Baskets

11.1 Description

The Contractors shall excavate the small landslide and construct the proposed Gabion wall. The Wall will consist of a single row of 3' x 3' x 6' Gabion Baskets with a total length of the 36 feet. The excavate slide area will be backfilled with riprap materials as shown on drawing D-6 and covered with 6" of soil.

11.2 Material

Material requirements shall conform to as indicated on drawing D-6 "Gabion Wall Details". Rock fill for gabion baskets shall conform to the requirement of WVDOT Type D Riprap. The rock fill shown on the details shall consist of WVDOT Type D Riprap.

11.3 Method of Measurement

The method of measurement for the "Gabion Baskets" shall be per Lump Sum. This item includes all excavation and disposal of slide materials, the Gabion Baskets, the Rip Rap materials for fill of Gabions and the backfill of the slope area, Soil cover, gravel base, labor and equipment for a satisfactory installation.

11.4 Basis Of Payment

The basis of payment for this item shall be on a Lump Sum basis

11.5 Pay Items

Item 11.1, "Gabion Basket", Lump Sum

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15049
 Project: Mallory Refuse Pile

Bid Date: 6/29/10
 Pre-Bid Date: 5/27/10

Name : W R Houck
 Company: Pineville Paving
 Address: PO Box 1290
Pineville WV 26287

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

Name : ANN WAROWELL
 Company: TEASTERN ARMOU
 Address: PO BOX 4108
CHARLESTON, WV
25364

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

Name : DENNIS C. ELBON
 Company: COWGIRL UP INC
 Address: PO Box 243
SIMPSON WV 26435

Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email : DCE-COWGIRLUP@EARTHLINK.NET

Name : Jesse H Rupe
 Company: Levelhand Develop
 Address: PO BOX 975
Sophia WV 25921

Phone #: 304-573-9072
 Fax #: _____
 Email : _____

Name : Robert Baines
 Company: BAINES EXC. INC.
 Address: P.O. Box 13384
SISSONVILLE WV. 25360

Phone#: 304-984-1725
 Fax #: 304-984-0074
 Email : BAINES EXC. AOL.COM

Name : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC
 Address: P.O. Box 218
KENNA, WV 25248

Phone#: (304) 372-4378
 Fax #: (304) 372-4378
 Email : NONE

Name : GARY LONG
 Company: McCourt & Son Const.
 Address: 2790 Centralia Rd
Sutton WV 26601

Phone#: 304 765-5288
 Fax #: 304 765-5293
 Email : _____

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN Co.
 Address: 511 50th Street
Chas WV 25304

Phone#: 304 925 0253
 Fax #: 925 9220
 Email : Jody Mye AOL.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15049
Project: Mallory Refuse P.le

Bid Date: 6/29/10
Pre-Bid Date: 5/27/10

Name : LES BOLEN
Company: ASPEN CORP.
Address: 2400 RITTER DR.
DANIELS WV 25832

Name : Dole Thornton
Company: Thornton Const Co Inc
Address: PO Box 13279
Charleston 25360

Phone #: 304-763-4513
Fax #: 304-763-4591
Email : lboLEN@aspEN-gIF.com

Phone#: 304 984 2299
Fax #: 304 984 2334
Email : _____

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Box 13015
Jissonville, WV
25260

Name : ~~_____~~
Company: _____
Address: _____

Phone #: 304-984-1115
Fax #: 984-2770
Email : RCarpenter103@aol.com

Phone#: _____
Fax #: _____
Email : _____

Name : CHRIS HARMAN
Company: Selco Construction Services
Address: 109 Indian Hills
CEDAR BLUFF VA.

Name : Joe Wiseman
Company: Wiseman Excavating
Address: Liberty WV 25124

Phone #: 276-880-2300
Fax #: 304-732-7660
Email : WWW.SelcoConstruction.com

Phone#: 304-586-3736
Fax #: 304-586-3789
Email : _____

Name : Brian Hoard
Company: Breakaway Const.
Address: 1075 Old Turnpike Rd
Sutton WV 26601

Name : _____
Company: _____
Address: _____

Phone #: 304-765-5187
Fax #: 304-768-5137
Email : _____

Phone#: _____
Fax #: _____
Email : _____



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
DEP15049

PAGE
1

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

VENDOR

Carpenter Reclamation Inc.
P.O. Box 13015
Sissonville, WV 25360

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		
06/22/2010						
BID OPENING DATE: 06/29/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED FOR THE MALLORY REFUSE PILE PROJECT TO CLARIFY INFORMATION DISTRIBUTED IN ADDENDUM NO.1.						
PLEASE REMOVE PAGES 4-24 FROM ADDENDUM NO.1, THESE PAGES WERE INCORRECTLY ATTACHED TO ADDENDUM NO.1 AND DO NOT RELATE TO THIS PROJECT. ATTACHED ARE THE ONLY PAGES TO BE INCLUDED IN ADDENDUM NO.1						
BID OPENING DATE AND TIME REMAIN 06/29/2010 AT 1:30 PM						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73	\$	387,036.00
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Kelley Carpenter* TELEPHONE **304 984 1115** DATE **6-29-10**
 TITLE *President* FEIN **550693493** ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ 15049
Mallory Refuse Pile
Addendum #1

Item 1: Q) Does the site (material) balance?

A) Yes, material balances.

Item 2: Q) Where is the soil borrow area?

A) A potential soil borrow area is identified on the plans, located above the coal refuse and below the access road, and adjacent to the concrete remnants. The potential soil borrow area is identified on drawing number E-E6.

Item 3: Q) What is the Engineer's Estimate (4) for this project?

A) The estimate is \$272,498. However, please note that the channels are now required to be grouted riprap (instead of riprap) and this should raise the estimate slightly (estimate \$280,000 - \$290,000).

Item 4: Q) What is the length of channel from the portal?

A) By scaling, the length of channel is approximately 70 ft. Please note that the conveyance pipes from the portal (by scaling, estimate to be 45 ft) discharge into channel 3 and channel 3 in turn discharges onto an energy dissipater. This may be seen on drawing number E-E7.

Item 5: C) Material to be windrowed.

Please note that some on site material (trees, limbs, etc) will be windrowed and located as per WVDEP Engineer/Inspector designated location. The purpose is to try and eliminate/limit 4 wheeler (ATV) access to the site.

Item 6: Q) What is the time for construction of this project?

A) 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 liquidation 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 7: Add the following to Section 7.2.1 of the Technical Specifications:

“All of the channels for the project shall have full penetration grout. The grout for the channels shall consist of a mixture of Portland cement, fine aggregate, and water so proportioned and mixed as to provide a readily pumpable slurry. Admixtures and/or a pozzolan may be used with the approval of the Engineer. The grout shall exhibit a compressive strength of 2,000 pounds per square inch at 28 days with specimens made and tested according to the provisions of ASTM C 31 and C 39.

Item 8: Add the following to Section 7.4 of the Technical Specifications:

“The grout and grouting of the channels shall be included in the per linear foot price for the channels.”

- Item 9: On Drawings E-E6, E-E7, E-E8, and E-E9, Note 1 shall be deleted.
 - Item 10: Erosion control and sediment control shall be paid per the price for “Sediment Control”. Sediment control shall be silt fence. Erosion control (post construction) can be either silt fence or straw bales.
 - Item 11: The Storm Water NPDES permit application has been submitted to WVDEP.
-

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15049
Project: Mailway Refuse Pile

Bid Date: 6/29/10
Pre-Bid Date: 5/27/10

Name : W R Houck
Company: Greenville Paving
Address: PO Box 1290
Pineville WV 29874
Phone #: 304 732 8303
Fax #: 304 252 2855
Email : _____

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

Name : ANN WAROWELL
Company: EASTERN ARROW
Address: PO BOX 4108
CHARLESTON, WV
25304
Phone #: 304-414-0255
Fax #: 0256
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 : NONE

Name : DENNIS C. ELBON
Company: CONCRETE UP INC
Address: PO BOX 243
SIMPSON WV 26435
Phone #: 304-739-4397
Fax #: 304-739-4401
Email : DCE-CONCRETE@EARTHLINK.NET

Name : GARY LONG
Company: McCourt & Son Const.
Address: 2790 Centralia Rd
Sutton WV 26601
Phone# : 304 765-5288
Fax # : 304 765-5293
Email : _____

Name : Jesse H Rupe
Company: Levelhand Develop
Address: PO BOX 975
SOPHIA WV 25921
Phone #: 304-572-9072
Fax #: _____
Email : _____

Name : David H. Bowman
Company: GREEN MOUNTAIN Co.
Address: 511 50th Street
Chas WV 25304
Phone# : 304 925 0253
Fax # : 925 9230
Email : Jody Mj@aol.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15049
Project: Mallory Refuse P.le

Bid Date: 6/29/10
Pre-Bid Date: 5/27/10

Name : LES BOLEN
Company: ASPEN CORP.
Address: 2400 RITTER DR.
DANIELS WV 25832

Name : Wole Thru Tool
Company: Thaxton Const Co Inc
Address: PO Box 13279
Charlottesville 22936

Phone #: 304-763-4573
Fax #: 304-763-4591
Email : lboLEN@aspEN-gp.com

Phone#: 304 984 2299
Fax #: 304 984 2334
Email :

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Box 13015
Jissonville, WV
25260

Name : ~~_____~~
Company: _____
Address: _____

Phone #: 304-984-1115
Fax #: 984-2770
Email : RCarpent103@aol.com

Phone#: _____
Fax #: _____
Email : _____

Name : CHRIS HARMAN
Company: Selco Construction Services
Address: 109 Indian Hills
CEDAR BLUFF VA.

Name : Joe Wiseman
Company: Wiseman Excavating
Address: Liberty WV 25124

Phone #: 276-880-2300
Fax #: 304-732-7660
Email : WWW.SelcoConstruction.com

Phone#: 304-586-3736
Fax #: 304-586-3789
Email :

Name : Brian Hoard
Company: Breakaway Const.
Address: 1075 Old Turnpike RD
Sutton WV 26041

Name : _____
Company: _____
Address: _____

Phone #: 304-765-5187
Fax #: 304-765-5137
Email :

Phone#: _____
Fax #: _____
Email :