



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

**NOTICE**

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

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

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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:  
 DEP15250

PAGE:  
 1

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

VENDOR

\*004103656      304 984-1725  
 BARNES EXC INC  
 PO BOX 13384  
 SISSONVILLE WV 25360

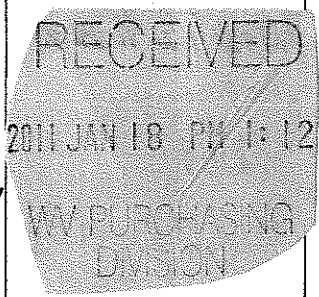
SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998      304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
12/02/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: WATER TREATMENT PROJECT</p> <p>SPECIAL RECLAMATION/BOND FORFEITURE PROJECT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF AMANDA NICOLE FUELS, INC., NOW UNDER REVOKED PERMIT NUMBER(S) S-1018-88. THIS SITE CONSISTS OF APPROXIMATELY 9 ACRES AND IS LOCATED NEAR TUNNELTON, WV IN PRESTON COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 12/21/2010 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</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 REPRESENT</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Catherine Barnum*      TELEPHONE: 304 984-1725      DATE: 1/18/11

TITLE: *President*      FEIN: 550736745      ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23	REQ. OR PO NO. DEP 15250
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA  
REV. 3-15-10 PURCHASING CONTINUATION SHEET  
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		<b>BID SCHEDULE</b>		
		<b>PERMIT NAME: <u>AMANDA NICOLE FUELS, INC.</u></b>		
		<b>PERMIT NUMBER(S): <u>S-1018-88</u></b>		
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<b><u>MOBILIZATION/DEMOBILIZATION/PROJECT SIGN</u></b> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>30,000.</u>
2.0	LUMP SUM	<b><u>SPILL CONTAINMENT AREA (S.C.A.)</u></b> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>900.</u>
3.0	<u>3100 LF</u>	<b><u>NEW HAULROAD/ACCESS ROAD WITH ROCK DITCH</u></b>	\$ <u>14.00</u> PER LF	\$ <u>43,400.</u>
3.1	<u>100 TON</u>	<b><u>INCIDENTAL STONE</u></b>	\$ <u>16.00</u> PER TON	\$ <u>1,600.</u>
3.2	<u>1500 LF</u>	<b><u>NEW HAULROAD/ACCESS ROAD</u></b>	\$ <u>12.00</u> PER LF	\$ <u>18,000.</u>
4.0	<u>180 LF</u>	<b><u>15 INCH DUAL WALL CULVERT</u></b>	\$ <u>18.00</u> PER LF	\$ <u>3,240.</u>
4.1	<u>300 LF</u>	<b><u>18 INCH DUAL WALL CULVERT</u></b>	\$ <u>24.00</u> PER LF	\$ <u>7,200.</u>
4.2	<u>100 LF</u>	<b><u>24 INCH DUAL WALL CULVERT</u></b>	\$ <u>36.00</u> PER LF	\$ <u>3,600.</u>
4.3	<u>180 LF</u>	<b><u>16 INCH HDPE PIPE</u></b>	\$ <u>29.00</u> PER LF	\$ <u>5,220.</u>
<b><u>REVEGETATION</u></b>				
5.0	<u>9 AC</u>	<b><u>AGRICULTURAL LIME</u></b>	\$ <u>425.</u> PER ACRE	\$ <u>3,825.</u>
5.1	<u>9 AC</u>	<b><u>FERTILIZER</u></b>	\$ <u>425.</u> PER ACRE	\$ <u>3,825.</u>
5.2	<u>9 AC</u>	<b><u>MULCH</u></b>	\$ <u>425.</u> PER ACRE	\$ <u>3,825.</u>
5.3	<u>9 AC</u>	<b><u>VEGETATIVE SPECIES</u></b>	\$ <u>425.</u> PER ACRE	\$ <u>3,825.</u>
5.4	LUMP SUM	<b><u>CONSTRUCTION STAKEOUT</u></b> (Limited to 5% Total Bid)	LUMP SUM	\$ <u>5,000.</u>

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VENDOR:

5.5	2 AC	<u>REGRAIDING</u>	\$ <u>1,020.</u> PER ACRE	\$ <u>2,040.</u>
5.6	50 TN	<u>LIMING</u>	\$ <u>50.00</u> PER TN	\$ <u>2,500.</u>
6.0	4 EA	<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</u>	\$ <u>1,000.</u> PER EA	\$ <u>4,000.</u>
7.0	500 LF	<u>STORMWATER MANAGEMENT WITH SILT FENCE AND HAYBALE DIKE (Max. Bid \$5.00 Per LF)</u>	\$ <u>2.50</u> PER LF	\$ <u>1,250.</u>
8.0	3500 LF	<u>RIPRAP V-DITCH</u>	\$ <u>10.00</u> PER LF	\$ <u>35,000.</u>
9.0	600 LF	<u>GROUTED TRAPEZOIDAL DITCH</u>	\$ <u>26.00</u> PER LF	\$ <u>15,600.</u>
10.0	500 LF	<u>SEEP COLLECTOR UNDERDRAIN</u>	\$ <u>31.00</u> PER LF	\$ <u>15,500.</u>
10.5	800 LF	<u>6 INCH SOLID SDR 35 PIPE</u>	\$ <u>4.00</u> PER LF	\$ <u>3,200.</u>
11.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
12.0	6 EA	<u>CONCRETE SPREADER</u>	\$ <u>3,000.</u> PER EA	\$ <u>18,000.</u>
13.0	1 EA	<u>SETTLING POND #1 WITH LINER</u>	\$ <u>28,000.</u> PER EA	\$ <u>28,000.</u>
14.0	1 EA	<u>SETTLING POND #2 WITH LINER</u>	\$ <u>28,000.</u> PER EA	\$ <u>28,000.</u>
15.0	1 EA	<u>SETTLING POND #3 WITH LINER</u>	\$ <u>28,000.</u> PER EA	\$ <u>28,000.</u>
16.0	360 LF	<u>BAFFLE CURTAIN</u>	\$ <u>22.00</u> PER LF	\$ <u>7,920.</u>
17.0	10 LF (Depth)	<u>SUB-FOUNDATION PREPARATION</u>	\$ <u>200.</u> PER LF	\$ <u>2,000.</u>
18.0	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$ <u>22,284.</u>
19.0	1 EA	<u>30 TON LIME DISPENSING UNIT, ENCLOSURE, AND SILO</u>	\$ <u>93,725.</u> PER EA	\$ <u>93,725.</u>
20.0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>1,500.</u>
21.0	2 EA	<u>SLUDGE DISPOSAL UNDERDRAIN</u>	\$ <u>5,000.</u> PER EA	\$ <u>10,000.</u>

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VENDOR: \_\_\_\_\_

22.0	2 EA	<u>SLUDGE DISPOSAL CELL</u>	\$ <u>20,000.</u> PER EA	\$ <u>40,000.</u>
23.0	1200 LF	<u>6 INCH HDPE SLUDGE PIPE</u>	\$ <u>7.00</u> PER LF	\$ <u>8,400.</u>
24.0	4 EA	<u>PUMP ADAPTOR CONNECTION</u>	\$ <u>250.</u> PER EA	\$ <u>1,000.</u>
25.0	1 EA	<u>PUMP ADAPTOR CONNECTION WITH 2 INCH DRAIN</u>	\$ <u>250.</u> PER EA	\$ <u>250.</u>
26.0	2 EA	<u>WYES (6" HDPE LATERALS 45<sup>0</sup>)</u>	\$ <u>700.</u> PER EA	\$ <u>1,400.</u>
27.0	1 EA	<u>TEES (6" HDPE TEE 90<sup>0</sup>)</u>	\$ <u>250.</u> PER EA	\$ <u>250.</u>
28.0	1 EA	<u>CONNECTION AT DISPENSING UNIT</u>	\$ <u>700.</u> PER EA	\$ <u>700.</u>
29.0	800 LF	<u>8 INCH HDPE OVERFLOW LINE</u>	\$ <u>7.00</u> PER LF	\$ <u>5,600.</u>
30.0	2 EA	<u>8 INCH CLEANOUT</u>	\$ <u>2,000.</u> PER EA	\$ <u>4,000.</u>
31.0	800 LF	<u>4 INCH HDPE DRIVE LINE</u>	\$ <u>5.00</u> PER LF	\$ <u>4,000.</u>
32.0	2 EA	<u>4 INCH CLEANOUT</u>	\$ <u>4,400.</u> PER EA	\$ <u>8,800.</u>
33.0	2 EA	<u>PRE-CAST MANHOLE</u>	\$ <u>500.</u> PER EA	\$ <u>1,000.</u>
<u>AMD DUPLEX PUMP SYSTEM</u>				
34.0	LUMP SUM	<u>AMD DUPLEX PUMP STATION</u>	LUMP SUM	\$ <u>41,171.</u>
35.0	1 EA	<u>PUMP STATION PANEL BOARD</u>	\$ <u>1,000.</u> PER EA	\$ <u>1,000.</u>
36.0	1450 LF	<u>3 INCH HDPE PUMP LINE</u>	\$ <u>3.00</u> PER LF	\$ <u>4,350.</u>
37.0	4 EA	<u>3 INCH CLEANOUT</u>	\$ <u>800.</u> PER EA	\$ <u>3,200.</u>
38.0	1 EA	<u>VACUUM/AIR RELIEF VALVE</u>	\$ <u>1,000.</u> PER EA	\$ <u>1,000.</u>

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		<u>SECURITY STRUCTURE</u>		
39.0	<u>3000</u> LF	<u>FENCE</u>	\$ <u>7.00</u> PER LF	\$ <u>21,000.</u>
40.0	<u>6</u> EA	<u>10 FOOT GATES</u>	\$ <u>150.</u> PER EA	\$ <u>900.</u>
41.0	<u>4</u> EA	<u>4 FOOT GATES</u>	\$ <u>100.</u> PER EA	\$ <u>400.</u>
42.0	<u>1200</u> LF	<u>TEMPORARY FENCE</u>	\$ <u>3.00</u> PER LF	\$ <u>3,600</u>
<b>TOTAL PERMIT S-1018-88</b>				\$ <u>604,000.</u>

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Barnes Exc., Inc.  
of Sissonville, WV, as Principal, and United States Surety Company  
of Timonium, MD, a corporation organized and existing under the laws of the State of  
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 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  
DEP15250 Amanda Nicole Fuels, Inc. Preston 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  
12th day of January, 2011.

Principal Corporate Seal

Barnes Exc., Inc.  
(Name of Principal)  
By Catherine D Barnes  
(Must be President or  
Vice President)  
Catherine D. Barnes President  
(Title)

Surety Corporate Seal

United States Surety Company  
(Name of Surety)  
By: Patricia A. Moyer  
Patricia A. Moyer, WV Resident Agent Attorney-in-Fact

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*unlimited\*\*\*)

This Power of Attorney shall expire without further action on December 8, 2012. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of June, 2009.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



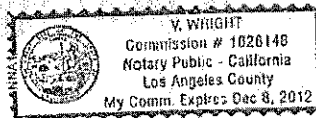
By: [Signature] Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 15th day of June, 2009, before me, V. Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. I declare under penalty of perjury that I am a Notary Public for the State of California, and that I am duly qualified to perform the duties of Notary Public under the laws of the State of California. My Commission Expires Dec 8, 2012.



Signature [Signature] (Seal)

J. Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 12th day of January, 2011.

Corporate Seals



[Signature] Jeannie J. Kim, Assistant Secretary

Bond No. Bid Bond Agency No. 12116





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

STATE OF W.V.

COUNTY OF KAN, TO-WIT:

I, Robert Barnes, after being first duly sworn, depose and state as follows:

- 1. I am an employee of BARNES EXC. INC.; and,  
(Company Name)
- 2. I do hereby attest that BARNES EXC. 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.

BARNES EXC. INC.  
(Company Name)

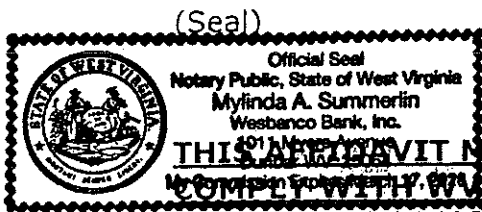
By: [Signature]

Title: GENERAL MANAGER

Date: 1/14/11

Taken, subscribed and sworn to before me this 14 day of January.

By Commission expires MARCH 14, 2020



[Signature]  
(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: BARNES EXC. INC.

Authorized Signature: [Signature] Date: 1/14/11

State of Kanawha WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14 day of January, 2011.

My Commission expires MARCH 17, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC My Linda A. Summerlin

