

RFQ COPY

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

Request for Quotation

ADDRESS CORRESPONDENCE TO ATTENTION OF **GUY NISBET**

304-558-8802

TYPE NAME/ADDRESS HERE Romie Spencer Inc HC 74 Boy 201 Strange Creek WU 25863

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

304-926-0499

ADDRESS CHANGES TO BE NOTED ABOVE

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61-1435430

TELEPHONE 304-



Request for REQ NUMBER Quotation

DEP15658

ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET 304-558-8802

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Romie Spencer Inc HC 74 13 My 201 Strange Creek WV 25063

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

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

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Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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HC 74 Buf 201
Strange Creek WU 25063

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

FREIGHT TERMS SHIP VIA F.O.B. DATE PRINTED TERMS OF SALE 11/15/2011 01:30PM BID OPENING DATE: 12/22/2011 BID OPENING TIME CAT AMOUNT UNIT PRICE QUANTITY UOP ITEM NUMBER LINE THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.) 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. FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF (XX) BONDS: 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 A LETTER OF CREDIT SUBMITTED STATE OF WEST VIRGINIA. IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 01/31/2013) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML THIS IS A REQUIREMENT UNDER 30 CFR 874.16. CONTRACTOR. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE 8626

61-1435430



YENDOR

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RFO COPY TYPE NAME/ADDRESS HERE Romie Sprneer The HC 74 Boy 201 Strange Creek WU 25063

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

FREIGHT TERMS F.O.B SHIP VIA TERMS OF SALE DATE PRINTED 11/15/2011 01:30PM BID OPENING TIME 12/22/2011 BID OPENING DATE: AMOUNT UNIT PRICE ITEM NUMBER UOP QUANTITY LINE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV **************** CONTRACTORS LICENSE 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 APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR, CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305, PH. 304-558-7890. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: Romie Spencer Inc CONTRACTORS NAME: CONTRACTORS LICENSE #: WVO 13046 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT. APPLICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT. SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE 12-21-11 TELEPHONE SIGNATURE -364-8626 ADDRESS CHANGES TO BE NOTED ABOVE



SIGNATURE

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> 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.

(1) NOTICE TO PROCEED:

THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL IN THE EVENT THAT A NOTICE TO PROCEED IS RECEIVED. PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.

(2) GUARANTEE AND MAINTENANCE:

(A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHE 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 ACCEPTANC NEITHER THE FINAL ACCEPTANCE NOR THE OF THE WORK. 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.

DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE 704-364-8626

12-21-ADDRESS CHANGES TO BE NOTED ABOVE

DATE

61-143 5430 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



SIGNATURE

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TELEPHONE 364-8626



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304-558-8802

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GUY	NISBET	

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Romie Spencer Inc

HC 74 Boy 201

Strange Creek WU

25063

SH-IP TO

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

EDEIGHT TERMS

11/15/2011 OPENING TIME 01.70PM	DATE PRINT	ED	TER	MS OF SALE		SHIP VIA		F.O.B.		FREIGHT TERMS
THE CONTRACTOR SHALL FURNISH TO DEP AN AMOUNT OF PAYMENT. IT IS THE DEP'S INTENT THE PAYMENT TO 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 PAYMENT. (7) APPLICATION FOR PAYMENT. THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITIAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF MORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT 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 WILL 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 DIRECTION OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACT OR 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, INCLUDING, BUT NOT LIMITED TO, ROAD SHOWN OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCCUDING, BUT NOT LIMITED TO, ROAD SHOWN OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCCUDING, BUT NOT LIMITED TO, ROAD	edicionello del que anno de	en electronistation de la constantion		and the state of t						
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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 REQ NUMBER Quotation

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GUY NISBET 304-558-8802

RFQ COPY TYPE NAME/ADDRESS HERE Romie Spencer Inc He 74 BM 201 Strange Greek WU 25063

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

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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

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

FREIGHT TERMS F.O.B SHIP VIA TERMS OF SALE DATE PRINTED 11/15/2011 01:30PM BID OPENING TIME BID OPENING DATE: 12/22/2011 AMOUNT CAT UNIT PRICE ITEM NUMBER QUANTITY UOP LINE AVAILABLE TO MEET CONTRACT REQUIREMENTS. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56. REV. 10/01/01 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS 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. 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 I 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE TELEPHONE SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE TITLE 61-1435431

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



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Request for Quotation

RFQ NUMBER DEP15658 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET 304-558-8802

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

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Romie Spencer Inc

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

HC 74 Boy 201 Strange Creck LU 25063

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

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TELEPHONE

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ADDRESS CHANGES TO BE NOTED ABOVE



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

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GUY NISBET 304-558-8802

REQ COPY TYPE NAME/ADDRESS HERE Romie Spencer Inc HC 74 Baf 201 Strange Creek WU 25043

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
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Request for REQ NUMBER Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

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

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ADDRESS CHANGES TO BE NOTED ABOVE

Lynch Run Highwall #6 Ph II DEP 15658

Contractor's Bid Schedule

Company Name:	T	omi	eSp	encer	Inc
Address:	C	74	Bay	201	
SI	len	ge (reck	WU	25063

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

NO.	Qty	Unit	DESCRIPTION	UNIT PRICE	AMOUNT
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1.0	1	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	LS	13,500.00
1.0	1	LS	Construction Layout (Limited to 5% of Total Bid)	LS	4,500.00
2.0	1	LS	Quality Control (Limited to 3% of Total Bid)	LS	4,000.00
3.0	1		Site Preparation (Limited to 10% of Total Bid)	LS	13,500.00
4.0	1	LS	Gravel Driveway Rehabilitation	40.00	1,200,00
4.1	30	TN	Silt Fence Sediment Control	5.00	2,300:00
5.0	460		12" Straw Wattles Erosion Control	5.00	2,000.00
5.1	400		Stone Construction Entrance	40.00	1,000,00
5.2	25	_	(A. C.	LS	3,500,00
6.0	1 100	LS	Revegetation Al Control Pinner Channels (Discharge Channels)	52,25	9, 405, 00
7.0	180	-	4' Grouted Riprap Channels (Discharge Channels) 6' Grouted Riprap Channels ("A" and "B")	76.75	17,268,75
7.1	225			50.00	1,500.00
7.2	30	-	18" HDPE Pipe	500.00	500.00
7.3	1	EA	Splash Pad	4700.00	30,000,00
9.1	4		Wet/Modified Mine Seal	7500,10	30 000 00
9.2	4	-	Bate Gate Pipe/Seal	40.00	5/10000
9.3	140		Mine Seal Conveyance Pipe (12" PVC SDR-35)	30,00	5,400.00
9.4	10		Soda Ash Briquettes (50 LB Bags)	72,00	7200.
11.1	100		4' x 4' Underdrain	40.00	800.00
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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: Romie Spencerthe Tax Payer ID No.: 61-1435430 Address: HC 74 Boy 201 City: Strange Creek State: LUU Zip Code: 25063 Phone: 304-364-8626 Fax No.: 304-364-8376 E-mail address: hs 26 Hughes, Net
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, Nancy Spencer, have the express authority to certify that:
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.
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.
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. 12-21-1
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: Romie Pencer 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 Address Begin Date:	Nancy Spencer HC74130/ 201 Strange Creekworson3	Position/Title President Telephone # 304-344-8624 % of Ownership 100. Ending Date: Present
Name Address Begin Date:	Romie H. Sisencer Jr HC 71 Bn/ 140 Duck UU 25063 12-31-03	Position/Title Telephone # % of Ownership Ending Date: V /president 304-844-8116 20-5-1
Name Address Begin Date:	Romie H. Spenerr Jv HC71 Bay 140 Duck WU 35063 12-31-03	Position/Title Telephone # 304 644 8116 % of Ownership Ending Date: Present
Name Address Begin Date:		Position/Title Telephone # % of Ownership 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.

RFQ No. DEP 15658

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 exceed 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: ROMIE SPENCER, INC
Authorized Signature: Date: 12/2-2/11
State of West Virginia
County of Kanawha, to-wit:
Taken, subscribed, and sworn to before me this 20 day of Pocember , 20 11.
My Commission expires <u>July</u> 24, , 2017.
AFFIX SEAL HERE NOTARY PUBLIC MALLY MULLELING



OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA KIMBERLY J. WILKINSON P.O. BOX 6278 CHARLESTON, WV 25302 My Commission Expires July 24, 2017

Agency		
	DEP15658	

BID BOND

	KNOW ALL MEN BY THESE	E PRESENTS, That	ve, the undersigned, F	omie Spend	cer, Inc.
of	01 0 1				Merchants Bonding Company (Mutual)
of	Des Moines	IA	, a corporation or	ganized and e	existing under the laws of the State of
	A with its principal of	fice in the City of	Des Moines	, as Surety, a	are held and firmly bound unto the State
of West	Virginia, as Obligee, in the pe	enal sum of Five Pe	rcent of Amount Bid	(\$_	5%) for the payment of which,
well and	I truly to be made, we jointly a	and severally bind ou	rselves, our heirs, adm	nistrators, ex	eculors, successors and assigns.
	The Condition of the above of	obligation is such tha	t whereas the Principal	has submitte	d to the Purchasing Section of the
Departn	nent of Administration a certai	n bid or proposal, att	ached hereto and mad	e a part hered	of, to enter into a contract in writing for
DEP1	5658 Lynch Run Highwall	#6 Phase II Gilme	r County - According	to Plans a	nd Specifications
	NOWTHEREGOE				
	NOW THEREFORE, (a) If said bid shall be rejec	ted or			
	(b) If said bid shall be accept	pted and the Principa			dance with the bid or proposal attached
					nall in all other respects perform the herwise this obligation shall remain in full
force ar	nd effect. It is expressly under	stood and agreed th	at the liability of the Sur		nd all claims hereunder shall, in no event
exceed	the penal amount of this oblig	ation as herein state	d.		
	The Surety, for the value rec	eived, hereby stipula	ites and agrees that the	obligations of	of said Surety and its bond shall be in no
	paired or affected by any exter otice of any such extension.	nsion of the time with	in which the Obligee m	ay accept suc	ch bid, and said Surely does hereby
waive ii	olice of any such extension.				
	IN WITNESS WHEREOF, P	rincipal and Surety h	ave hereunto set their l	nands and se	als, and such of them as are corporations
	used their corporate seals to I		ind these presents to b	e signed by II	neir proper officers, this
22nd	day of December	2011			
				D!- 0	I
Principa	Il Corporate Seal			Romie Spe	ncer, Inc. (Name of Principal)
				· Ka	mi Sens
				Ву	(Must be President or
				2.	Vice President)
	ž.			1/1CE	PRESIDENT
					(Title)
Surety (Corporate Seal			Merchante	Bonding Company (Mutual)
				Wichonanto	(Name of Surely)
					205
				ву:Ж. о	be 1, 0/1 July in .
			Kimherly J. V	Alikinson M	N Resident Agent Augrapy in East

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.



Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

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

of Charleston and State of West Virginia its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

EIGHT MILLION (\$8,000,000,00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of sald Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Altorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 28th day of May , 2009.



MERCHANTS BONDING COMPANY (MUTUAL)

/

STATE OF IOWA COUNTY OF POLK ss.

On this 28th day of May, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Notary Public, Polk County, Iowa

STATE OF IOWA COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 22nd day of December , 2011.

SING COMPONIES

William Harner Js.



Request for Quotation

DEP15658

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET 304-558-8802

304-364-8626

ROMIE SPENCER INC HC 74 BOX 201

*709053645

STRANGE CREEK WV 25063

ENVIRONMENTAL PROTECTION

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

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Request for Quotation

DEP15658

PAGE 1

GUY NISBET
304-558-8802

Romie Spencer Inc. Attn: J.R. Spencer HC 74, Box 201 Duck, WV. 25063

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

FREIGHT TERMS F.O.B. SHIP VIA DATE PRINTED TERMS OF SALE 12/20/2011 01:30PM BID OPENING TIME 01/08/2012 BID OPENING DATE: CAT. AMOUNT UNIT PRICE ITEM NUMBER UOP LINE QUANTITY ADDENDUM NO.1 ADDENDUM ISSUED FOR THE "LYNCH RUN HW #6-PHASE II" PROJECT TO DISTIBUTE (1) THE PRE-BID SIGN-IN SHEET, (2) Q&A'S AS A RESULT OF THE PRE-BID MEETING ON: 12/07/2011, (3) THE BID BOND INSTRUCTIONS AND FORM, AS WELL AS (4) THE DRUG FREE AFFIDAVIT THAT WAS NOT ATTACHED TO THE ORIGINAL RFQ BID OPENING DATE WILL CHANGE 12/22/2011 AT 1:30 PM FROM: TO: 01/08/2012 AT 1:30 PM NO OTHER CHANGES. OF ADDENDUM NO.1 9|62 - 730001 JB 1 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE DATE SIGNATURE TITLE ADDRESS CHANGES TO BE NOTED ABOVE 1435430 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

RFQ COPY TYPE NAME/ADDRESS HERE

Request for Quotation

DEP15658

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ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET 304-558-8802

ENVIRONMENTAL PROTECTION

DEPARTMENT OF

OFFICE OF AML&R

601 57TH STREET SE

CHARLESTON, WV

25304 304-926-0499

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