



# JB & Sons LLC

Since 1985

10643 Brandonville Pike

Albright, WV 26519

(304) 329-0818

### Sealed Bid Enclosed

RFQ Number:	<u>DEP 15723</u>
Buyer:	<u>Guy NISBET</u>
Bid Opening Date:	<u>2-28-12</u>
Bid Opening Time:	<u>1:30 PM</u>

### Mall To:

WV PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 PO BOX 50130  
 CHARLESTON WV 25305-0130

PAGE 1 OF 18

FAX 304-558-3970

WV PURCHASING DIVISION  
STATE OF WV

FEB 28 A 8:49

RECEIVED

*Our handshake is our pledge of quality service to you!*



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

**Request for  
 Quotation**

BFO NUMBER  
**DEP15723**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**GUY NISBET  
 304-558-8802**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**J.B. & Sons LLC  
 10643 BRANDONVILLE PIKE  
 ALBRIGHT WV 26519**

**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	FOB	FREIGHT TERMS
01/25/2012				
BID OPENING DATE: 02/28/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p><b>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 9-ACRE ABANDONED MINE PROJECT KNOWN AS THE "PRINGLE RUN #2" PROJECT. THE SITE IS LOCATED NEAR KINGWOOD, WEST VIRGINIA, (PRESTON CO.).</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 02/07/12 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND TH MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W.F. Bolyard</i>	TELEPHONE 304-329-0818	DATE 2-28-12
TITLE OWNER	FEIN 550658945	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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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).



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  
DEP15723

PAGE  
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
GUY NISBET  
304-558-8802

RFQ COPY  
TYPE NAME/ADDRESS HERE

J. B. + SONS LLC  
10643 BRANDONVILLE Pkwy  
ALBRIGHT WV 26519

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

DATE PRINTED 01/25/2012	TERMS OF SALE	SHIP VIA	P.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/28/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 MORE THAN 15 MINUTES AFTER THE BEGINNING OF THE PREBID WILL NOT BE PERMITTED TO SIGN IN OR PARTICIPATE.</p> <p>DIRECTIONS TO PREBID:</p> <p>AT THE INTERSECTIONS OF RT. 7 AND 26 IN KINGWOOD, EAST ON RT. 7 FOR 1.5 MILES, THEN TURN RIGHT ON RT. 72 TRAVEL SOUTH ON RT. 72 FOR 4.3 MILES, THEN TURN RIGHT ONTO A STONE BASE ROAD, IMMEDIATELY AFTER CROSSING THE PRINGLE RUN BRIDGE. PROCEED THROUGH THE GATE. HILL FOR 0.5 MILES TO THE SITE. CONTACT &amp; PHONE #: TIM LEMASTERS, 304-457-5271</p> <p>PLANS &amp; SPECS MAY BE OBTAINED BY THE FOLLOWING METHODS: 1) BY REQUEST, ON CD FROM THE WV DEPT. OF ENVIRONMENTAL PROTECTION, OFFICE OF AML &amp; R WITH NO CHARGE TO THE BIDDERS FOR THE CD OR MAILING. CALL LAWRENCE BURGESS, PH. 304-926-0499, EXT. 1668 OR 304-926-0485 TO ORDER CD.</p> <p>2) PLANS AND SPECIFICATIONS WILL BE MADE AVAILABLE, ON CD, TO PRINT COMPANIES IN CHARLESTON, CLARKSBURG, AND OTHER AREAS UPON REQUEST. *****THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PRINTING COSTS.*****</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
OWNER	304-329-0818	2-28-12
FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
550658945		

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

NUMBER ON CLEAR BID  
BIDDER TO COMPLETE:





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  
**DEP15723**

PAGE  
**12**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**GUY NISBET**  
**304-558-8802**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**J. Boysons LLC**  
**10643 BRANDONVILLE PARK**  
**ALBRIGHT WV 26519**

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

DATE PRINTED <b>01/25/2012</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
-----------------------------------	---------------	----------	-----	---------------

BID OPENING DATE: **02/28/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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.: .DEP15723..</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 <input checked="" type="checkbox"/> .....</p> <p>NO. 2 <input checked="" type="checkbox"/> .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **W. J. Bolinger** TELEPHONE **304-329-0818** DATE **2-28-12**

TITLE **OWNER** EIN **550658945** ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Request for Quotation**

BFO NUMBER  
**DEP15723**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**GUY NISBET  
 304-558-8802**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

**J. B. + Sons LLC  
 10643 BRANDONVILLE PkE  
 ALBRIGHT WV 26519**

SHIP TO

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

DATE PRINTED <b>01/25/2012</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>02/28/2012</b>		BID OPENING TIME: <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV</p> <p>*****</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305, PH. 304-558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:..... <b>J. B. + Sons LLC</b> .....</p> <p>CONTRACTORS LICENSE #: <b>WV.013691</b> .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>W. J. Bolyard</b>	TELEPHONE <b>304-329-0818</b>	DATE <b>2-28-12</b>
TITLE <b>OWNER</b>	FEIN <b>550658945</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Request for  
 Quotation**

BID NUMBER
DEP15723

PAGE
13

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 J.B. & Sons LLC  
 10643 BRADDOCKVILLE AVE  
 ALBRIGHT WV 26519

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	FOB	FREIGHT TERMS
01/25/2012				
BID OPENING DATE: 02/28/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>W. F. Bolinger</i>..... SIGNATURE                  .....                  J.B. &amp; Sons LLC..... COMPANY                  .....                  2-28-12..... 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 THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>W. F. Bolinger</i>	304-329-0818	2-28-12
TITLE	BRN	ADDRESS CHANGES TO BE NOTED ABOVE
OWNER	550658945	

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







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

**Request for Quotation**

RFQ NUMBER
DEP15723

PAGE
15

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

J. B. + Sons LLC  
 10643 BRANDONVILLE PEKE  
 ALBRIGHT WV 26519

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
01/25/2012				

BID OPENING DATE: 02/28/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ DEP15723 ***** TOTAL:						\$ 444,200.00

SIGNATURE <i>W. J. Bohan</i>			TELEPHONE 304-329-0818		DATE 2-28-12
TITLE OWNER		ID# 550658945		ADDRESS CHANGES TO BE NOTED ABOVE	

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



Part D.

Contractor's Business Name: J. B. & Sons LLC

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	<u>W. F. BOLINGER II</u>	Position/Title	<u>OWNER</u>
Address	<u>10643 BRANDONVILLE Pkwy</u>	Telephone #	<u>304-329-0818</u>
	<u>ALBRIGHT WV 26519</u>	% of Ownership	<u>100%</u>
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 51B, Constitution Ave., NW, Washington, D.C. 20240.



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

STATE OF WEST VIRGINIA

COUNTY OF PRESTON, TO-WIT:

I, W.F. BOLINGER II, after being first duly sworn, depose and state as follows:

- 1. I am an employee of J. B. + SONS LLC; and,  
(Company Name)
- 2. I do hereby attest that J. B. + SONS LLC  
(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.

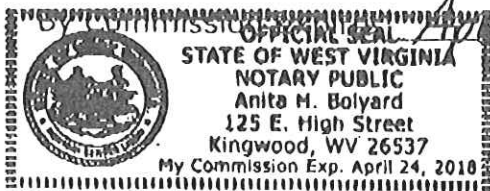
J. B. + SONS LLC  
(Company Name)

By: W.F. BOLINGER II / W. J. Bolinger II

Title: OWNER

Date: 2-28-12

Taken, subscribed and sworn to before me this 28 day of February.



Anita M. Bolyard  
(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.**



RFO No. DEP15723

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: J. B. & Sons LLC

Authorized Signature: [Signature] Date: 2-28-12

State of West Virginia

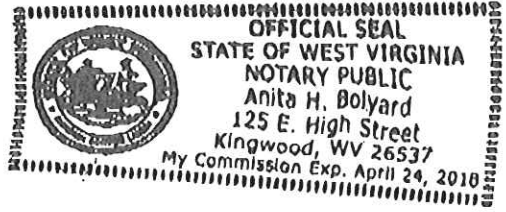
County of Preston to-wit:

Taken, subscribed, and sworn to before me this 28 day of February, 2012

My Commission expires April 24, 2018

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



Agency \_\_\_\_\_  
REQ.P.O# DEP15723

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, J B & Sons, LLC  
of Albright, WV, as Principal, and Travelers Casualty and Surety Company of America  
of Hartford, CT, a corporation organized and existing under the laws of the State of  
CT with its principal office in the City of Hartford, 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  
DEP15723 Pringle Run #2 - 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 those presents to be signed by their proper officers, this  
28th day of February, 2012.

Principal Corporate Seal

J B & Sons, LLC  
(Name of Principal)  
By W. F. Bolinger, Jr.  
(Must be President or  
Vice President)  
Member/Owner  
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)  
By Kimberly J. Wilkinson  
Kimberly J. Wilkinson, WV Resident Agent 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.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220367

Certificate No. 004560006

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

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

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2011

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 23rd day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25306-0130

**Request for  
 Quotation**

RFQ NUMBER  
 DEP15723

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 GUY NISBET  
 304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

J. B. + SONS LLC  
 10643 BRANDONVILLE PIKE  
 ALBRIGHT WV 26519

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
02/14/2012				

BID OPENING DATE: 02/28/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM ISSUED FOR THE "PRINGLE RUN #2" PROJECT TO DISTRIBUTE THE FOLLOWING INFORMATION FROM THE MANDATORY PRE-BID MEETING ON: 2/07/2012		
				1. QUESTIONS AND ANSWERS FROM PRE-BID CONFERENCE HELD 2. REVISED "CONTRACTOR BID SHEET" 3. PRE-BID "SIGN-IN" SHEET		
				BID OPENING DATE AND TIME REMAIN UNCHANGED AS: 2/28/2012 AT 1:30 PM.		
				NO OTHER CHANGES		
				END OF ADDENDUM NO. 1		
001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15723 *****		TOTAL: \$ 444,200.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *W. J. Bolyard* TELEPHONE 304-329-0818 DATE 2-28-12  
 TITLE OWNER FIRM 550658945 ADDRESS CHANGES TO BE NOTED ABOVE

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





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

### Request for Quotation

RFQ NUMBER  
DEP15723

PAGE  
1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
GUY NISBET  
304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

J. B. & Sons LLC  
10643 BRANDONVILLE PIKE  
ALBRIGHT WV 26519

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

DATE PRINTED: 02/17/2012	TERMS OF SALE	BID VIA	F.O.B.	FREIGHT TERMS
-----------------------------	---------------	---------	--------	---------------

BID OPENING DATE: 02/28/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOM	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				ADDENDUM NO. 2 ISSUED FOR THE "PRINGLE RUN NO. 2" PROJECT TO CLARIFY THE INFORMATION IN THE LAST PARAGRAPH OF PAGE NO. 2 OF ADDENDUM NO. 1 REGARDING LIQUIDATION DAMAGES.		
				NO OTHER CHANGES		
				END OF ADDENDUM NO. 2		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15723 ***** TOTAL:		\$444,200.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *W. J. Blyard* TELEPHONE: 304-329-0818 DATE: 2-28-12

TITLE: OWNER PERM 550658945 ADDRESS CHANGES TO BE NOTED ABOVE

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

**Pringle Run #2  
DEP 15723**

Revised Contractor's Bid Sheet

Company Name: J. B. + Sons LLC

Address: 10643 BRANDONVILLE PEKE  
ALBRIGHT WV 26519

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	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	20,000.00	\$ 20,000.00
2.0	1	LS	Construction Layout Stakes (Limited to 5% of Total Bid)	5,000.00	\$ 5,000.00
3.0	1	LS	Quality Control (Limited to 3% of the Total Bid)	5,000.00	\$ 5,000.00
4.1	1	LS	Site Preparation (Limited to 10% of Total Bid)	30,000.00	\$ 30,000.00
4.2	1	LS	Structure Demolition/Debris Removal (Limited to 5% of Total Bid)	22,000.00	\$ 22,000.00
5.1	3,500	LF	Silt Fence	1.00	\$ 3,500.00
5.2	4	EA	Stabilized Construction Entrance	3,500.00	\$ 14,000.00
5.3	1,500	LF	Straw Wattles	1.00	\$ 1,500.00
6.0	9	AC	Revegetation	1,400.00	\$ 12,600.00
7.1	1,430	LF	Type 1 - 3-foot Bottom, 2-foot Deep Grouted Riprap Channel	70.00	\$ 100,100.00
7.2	350	LF	Type 2 - 3-foot Bottom, 3-foot Deep Grouted Riprap Channel	75.00	\$ 26,250.00
7.3	200	LF	Type 3 - Grass-lined Ditch	10.00	\$ 2,000.00
7.4	3	EA	Splash Pad	2,500.00	\$ 7,500.00
7.5	1	EA	Level Spreader	2,500.00	\$ 2,500.00
7.6	50	LF	18-inch CPP Culvert	50.00	\$ 2,500.00
7.7	50	LF	36-inch CPP Culvert	75.00	\$ 3,750.00
8.1	3,000	CY	Unclassified Excavation	2.00	\$ 6,000.00
8.2	1.5	AC	Soil Cover	15,000.00	\$ 22,500.00
8.3	250	CY	Soil Berm	5.00	\$ 1,250.00
9.1	7	EA	Wet/Modified Mine Seal	9,000.00	\$ 63,000.00
9.2	4	EA	Bat Gate Mine Seal	15,000.00	\$ 60,000.00
9.3	850	LF	Mine Seal Conveyance Pipe	25.00	\$ 21,250.00
9.4	600	EA	Soda Ash Briquettes	10.00	\$ 6,000.00
11.1	100	LF	8-inch Seep Collector	30.00	\$ 3,000.00
11.2	200	LF	8-inch Conveyance Pipe	15.00	\$ 3,000.00
<b>TOTAL</b>					<b>\$ 444,200.00</b>