



2400 Ritter Drive
Daniels, WV 25832
PH: 304-763-4573
Fax: 304-763-4591
www.aspen-golf.com

Aspen Corporation

Fax

To: Chuck Bowman
Department of Administration
Purchasing Division, Building #15
2019 Washington Street, East
Charleston, WV 25305-0130

From: Linda C. Freeman

Fax: 304-558-3970

Pages: 21 23 *let*

Phone: 304-558-2157

10/01/2009

Re: Bid-Southern Maintenance

CC: File

- Urgent**
- For Review**
- Please Comment**
- Please Reply**
- Please Recycle**

● **Comments:**

Buyer: CB-23

RFQ. NO. DEP14769

Bid Opening Date: October 1, 2009

Bid Opening Time: 1:30 PM

RECEIVED
 PURCHASING DIVISION
 STATE OF WV
 2009 OCT -1 A 8:55

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**ASPEN CORPORATION
GOLF & IRRIGATION DIVISION
2400 Ritter Drive, Daniels, WV 25832
Phone: 304-763-4573, Fax: 304-763-4591**

TRANSMITTAL

DATE: 10-1-2009

DELIVERY ADDRESS: VIA FAX TO 304-558-3970

Department of Administration	ATTN: Chuck Bowman
WV Purchasing Division, Bldg. 15	
2019 Washington Street East	
Charleston, WV 25305	
Phone: 304-558-2157	

FROM: Linda Freeman (Per Joe Kubin)

DESCRIPTION

1	Completed Sealed Bid – RFQ DEP14769 Southern Maintenance Reclamation BID DUE 10-1-09 AT 1:30 PM Including Bid Bond

These are transmitted as checked below:

For Review X For Your Approval X

For Your Use X As Requested By: RFQ Instructions

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RFQ NUMBER
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PAGE
1

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

*709052150 304-763-4573

VENDOR

ASPEN CORPORATION
2400 RITTER DRIVE
DANIELS, WV 25832

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
08/27/2009				

BID OPENING DATE: **09/24/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>SOUTHERN MAINTENANCE RECLAMATION CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS AND RECLAMATION, IS SEEKING BIDS FROM QUALIFIED VENDOR'S TO PROVIDE RECLAMATION MAINTENANCE SERVICES FOR ABANDONED MINE LAND PROJECTS IN SOUTHERN COUNTIES OF WEST VIRGINIA. MAINTENANCE MAY BE REQUIRED UPON THE COMPLETION OF A RECLAMATION PROJECT, PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE.</p> <p>MAXIMUM PROJECT EXPENDITURES SHALL NOT EXCEED \$25,000.00 PER PROJECT.</p> <p>A QUESTION/ANSWER PERIOD HAS BEEN ESTABLISHED WITH CUT-OFF FOR QUESTIONS AT 5:00 PM FRIDAY, SEPTEMBER 11, 2009. ALL QUESTIONS ARE TO BE SUBMITTED IN WRITING TO THE BUYER, CHUCK BOWMAN, PRIOR TO THE CUT-OFF TIME. ALL QUESTIONS RECEIVED WILL BE ANSWERED IN ADDENDUM FORMAT. QUESTIONS MAY BE SUBMITTED VIA FAX TO 304.558.4115, BY E-MAIL TO: CHARLES.A.BOWMANJR@WV.GOV OR BY MAIL TO THE ADDRESS NOTED ABOVE.</p> <p>SERVICES SHALL INCLUDE, BUT NOT BE LIMITED TO, MINOR REGRADING AND REVEGETATION OF PROBLEM AREAS ON THE PROJECT SITE.</p> <p>EXHIBIT 3</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donnie Adkins</i>	TELEPHONE 304-763-4573	DATE 9-30-09
TITLE <i>President</i>	FEIN 55-0627766-001	ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
2

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<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME</p>						

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TITLE <i>President</i>	FEIN <i>55-0627766-001</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ NUMBER
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PAGE
3

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*709052150 304-763-4573
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~~PO BOX 737~~ 2400 Ritter Drive
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<p>OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>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</p>						

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SIGNATURE	TELEPHONE	DATE
<i>Donnie Atkins</i>	304-763-4573	9-30-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-062 7766-001	

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PAGE
4

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<p>A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR 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 DIVISION 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,</p>						

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BFO NUMBER
DEP14769

PAGE
5

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ROBERT D. DANIELS

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S P R I T O

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THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,

B. THE DIRECTOR OF THE PURCHASING DIVISION 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.

3. 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

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PAGE
6

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<p>ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS %20 OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE %30 OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR WV SOUTHERN COUNTIES, 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</p>						

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PAGE
7

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<p>A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>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>BID BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH THE BID. 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, PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LEIU OF THE BID BOND.</p> <p>LIQUIDATED DAMAGES: ACCORDING RO WV CODE 5A-3-4(8), THE VENDOR AGREES THAT LIQUIDATED DAMAMGES SHALL BE IMPOSED AT THE RATE OF \$100 PER DAY, FOR FAILURE TO PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE OF THE CONTRACT. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR DEP'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR DEP MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAMGES AGAINST THE VENDOR.</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: DEP14769</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M</p>						

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PAGE
8

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VENDOR FOR

*709052150 304-763-4573
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S:		
				NO. 1 <i>✓... Received</i>		
				NO. 2		
				NO. 3		
				NO. 4		
				NO. 5		
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.						
<i>Donnie Adkins</i> SIGNATURE <i>Aspen Corporation</i> COMPANY <i>9-30-2009</i> DATE						
REV. 11/96						
NOTICE						

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PAGE:
9

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BID OPENING DATE: **09/24/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP14769</p> <p>BID OPENING DATE: 09/24/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 304.763-4591 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Joe Kubicki -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Donnie Adkins* TELEPHONE: **304-763-4573** DATE: **9-30-09**
 TITLE: **President** FEIN: **55-0627766-001** ADDRESS CHANGES TO BE NOTED ABOVE

CONTRACTURAL INFORMATION & REQUIREMENTS

Article 1 – Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services for all of the scope of work required in this contract.

Article 2 – Location of Work – South

The area of work shall include the Southern Counties of West Virginia. The counties listed below are the coal producing counties.

- | | |
|---------------|--------------|
| 1. Webster | 11. Cabell |
| 2. Putnam | 12. Kanawha |
| 3. Clay | 13. Nicholas |
| 4. Greenbrier | 14. Fayette |
| 5. Summers | 15. Mercer |
| 6. Raleigh | 16. Wyoming |
| 7. McDowell | 17. Mingo |
| 8. Logan | 18. Boone |
| 9. Lincoln | 19. Wayne |
| 10. Roane | 20. Mason |

Article 3 – Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Abandoned Mine Lands & Reclamation (AML&R)" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands & Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word "Contractor" refers to the person or company contracting with the State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.

- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative, such inspection will, among other things ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the notice to proceed, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety regulations pertinent to the work.

Article 7 – Costs and Payments

- A. Payment to the contract will be made on the following basis:
1. Unit Pricing
 - Item – As directed by the State in specific notice to proceed.
 - Quantity – As agreed to prior to issuing a Notice to Proceed.
The quantity of hours shall be the actual hours the equipment is operated on the project.
 - Unit Price - As provided by the Offeror in the proposal.
- B. The contractor shall invoice the division after completion of work specified in the notice to proceed; final inspection has been made; and the work is accepted by the division. All invoices shall show the quantities and unit prices approved in the cost estimate for the notice to proceed. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate.

Article 8 – Changes in the Contract

- A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, all such changes in the work shall be authorized by a change order, a change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:
- 1) By mutual acceptance of a lump sum properly documented (itemized)
 - 2) By unit prices (negotiated)

when tested in accordance with ASTM A 370 shall be in accordance with the requirements of ASTM A 641, A 809 and A 856/A 856M for soft temper wire. The tensile strength of zinc-coated steel wire used for fasteners shall be in accordance with the requirements for ASTM A 764, Type A, B or C Table 2 or 3. The bid per each of gabion shall include the basket and all related materials, gabion rock, and labor to install the gabions.

PERMANENT FENCING: Permanent fencing shall consist of metal posts. Posts shall be a minimum of five feet in height. Non-electric fence shall use five (5) strands of barbed wire anchored to metal posts set fifteen (15) foot on centers. Price per foot shall include cost of materials and labor.

CONCRETE MINE SEAL BOX: The cost will include the manufacturing and delivery of the mine box to the job site.

STRUCTURAL CONCRETE: The cost per cubic yard shall include all labor costs for forming and all concrete mason costs for finishing the concrete.

ASPHALT: The asphalt shall conform to the general requirements of Section 401 of the VDOT-DOH Standard Specifications – Roads and Bridges. The asphalt to be used is “Wearing 1”.

MINI EXCAVATOR: Mini excavator shall include rubber tracks and dirt blade. The hourly rate shall include the equipment and operator.

EQUIPMENT HOURLY RATES: All equipment hourly rates shall include the operator rates that apply to that piece of equipment. The only exception to this will be hand held equipment, which will be for the rate of the equipment only (chainsaw, weed eater, etc.).

CONCRETE MINE SEAL BOX: See attached drawing.

20

OMB #1029-0119
Expiration Date: 01/31/2010

AML CONTRACTOR INFORMATION FORM

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

Part A: General Information

Contractor Name: Aspen Corporation Tax Payer ID No.: 55-0627766-001
Address: 2400 Ritter Drive
City: Daniels State: WV Zip Code: 25832 Phone: 304-763-4573
Fax No.: 304-763-4591 E-mail address: dadkins@aspen-golf.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, Donnie Adkins, have the express authority to certify that:
(print name)

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

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

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

Date 9-30-09

Signature Donnie Adkins Title President

IMPORTANT!

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

21

Part D.

Contractor Name: Aspen Corporation

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

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

Name Donnie Adkins
 Address 2400 Ritter Drive
Daniels, WV 25832
 Ending Date: N/A

Position/Title President
 Telephone # 304-763-4573
 % of Ownership 50 Begin Date: 1982

Name Ronnie Adkins
 Address 2400 Ritter Drive
Daniels, WV 25832

Position/Title V. President, Secretary + Treas.
 Telephone # 304-763-4573
 % of Ownership 50 Begin Date: 1982
 Ending Date: N/A

Name _____
 Address _____
 Begin Date: _____

Position/Title _____
 Telephone # _____
 % of Ownership _____
 Ending Date: _____

Name _____
 Address _____

Position/Title _____
 Telephone # _____
 % of Ownership _____ Begin Date: _____

Ending Date: _____

PAPERWORK REDUCTION STATEMENT

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

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



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:
 DEP14769

PAGE:
 1

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

VENDOR:
 *709052150 304-763-4573
 ASPEN CORPORATION
 PO BOX 737
 DANIELS WV 25832-0737

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
09/17/2009				

BID OPENING DATE: 10/01/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UGP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE SOUTHERN WV RECLAMATION MAINTENANCE CONTRACT TO DISTRIBUTE THE REVISED BID SCHEDULE. AS A RESULT OF THIS CHANGE, THE BID DATE HAS BEEN EXTENDED: FROM 09/24/2009 TO 10/01/2009 AT 1:30 PM. ***** NO OTHER CHANGES *****						
***** THIS IS THE END OF RFQ DEP14769 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Donnie Adkins* TELEPHONE: 304-763-4573 DATE: 9-30-09

TITLE: *President* FEIN: 55-0627766-001 ADDRESS CHANGES TO BE NOTED ABOVE

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

Southern Maintenance DEP14769

2

Addendum #1

REVISED Contractor's Bid Sheet 9/14/09

Company Name: ASPEN CORPORATION

Address: 2400 RITTER DRIVE

DANIELS, WV 25832

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

ITEM NO.	QUANTITY	Unit	DESCRIPTION	UNIT PRICE	AMOUNT
1	500	mile	Mobilization & Demobilization **	\$ 10.00	\$ 5,000.00
2	100	hour	D-3 Caterpillar Dozer or equal	\$ 75.00	\$ 7,500.00
3	100	hour	D-6 Caterpillar Dozer or equal	\$ 90.00	\$ 9,000.00
4	100	hour	John Deere 510 Backhoe/Loader or equal	\$ 65.00	\$ 6,500.00
5	100	hour	215 Caterpillar Excavator/Backhoe or equal	\$ 90.00	\$ 9,000.00
6	20	hour	Cat 303 mini excavator or equal	\$ 75.00	\$ 1,500.00
7	20	hour	Skld Steerer (Bobcat) or equal	\$ 55.00	\$ 1,100.00
8	70	hour	Tandum Dump Truck (10 cy capacity)*1	\$ 75.00	\$ 5,250.00
9	20	hour	Single Axel Dump (10 ton capacity)	\$ 60.00	\$ 1,200.00
10	50	hour	Sewer Cleaning Truck*2	\$ 200.00	\$ 10,000.00
11	70	cubic yard	Grout (1 part cement & 3 parts sand + water for consistency)	\$ 140.00	\$ 9,800.00
12	20	acre	Seed Mixture-per acre rate (15 lbs. Annual ryegrass-40 lbs. Orchard Grass-15 lbs. Birdsfoot Trefoil (Substitute 15 lbs. Crown Vetch in steep or slide prone areas)	\$ 550.00	\$ 11,000.00
13	5000	square foot	Yard Mix Seed Mixture-.45 lb. Red Fescue-.90 lb. Kentucky Bluegrass-.70 lb. Merlon Bluegrass-.20 lb. Annual Rye* (use annual rye only in mixtures seeded after August 1 and before May 15.)	\$ 0.08	\$ 400.00
14	100	ton	Agriculture Lime	\$ 45.00	\$ 4,500.00
15	20	ton	Fertilizer 10-20-10	\$ 950.00	\$ 19,000.00
16	20	ton	Straw Mulch***	\$ 800.00	\$ 16,000.00
17	500	lineal feet	Straw Bales	\$ 2.50	\$ 1,250.00
18	10	ton	Wood Cellulose Fiber Mulch	\$ 900.00	\$ 9,000.00
19	200	ton	Limestone Sand***1	\$ 30.00	\$ 6,000.00
20	200	ton	18" RipRap (Sandstone or Limestone)	\$ 40.00	\$ 8,000.00
21	200	ton	#57 River Gravel/Sandstone	\$ 28.00	\$ 5,600.00
22	200	ton	1-1/2" Crusher Run Stone	\$ 18.50	\$ 3,700.00
23	200	lineal feet	8" ADS Pipe (Perforated or Solid)	\$ 8.00	\$ 1,600.00
24	200	lineal feet	8" SDR 35 PVC Pipe	\$ 9.00	\$ 1,800.00
25	100	lineal feet	12" SDR 35 PVC Pipe	\$ 17.00	\$ 1,700.00
26	100	lineal feet	15" SDR 35 PVC Pipe	\$ 10.00	\$ 1,000.00
27	500	lineal feet	18" Hancor HI-Q Sur-Lok pipe or equal	\$ 17.00	\$ 8,500.00
28	500	lineal feet	24" Hancor HI-Q Sur-Lok pipe or equal	\$ 20.00	\$ 10,000.00
29	500	lineal feet	36" Hancor HI-Q Sur-Lok pipe or equal	\$ 28.00	\$ 14,000.00

Southern Maintenance DEP14769

3

Addendum #1

REVISED Contractor's Bid Sheet-Continuation Page 2

Company Name: ASPEN CORPORATION

Address: 2400 RITTER DRIVE

DANIELS, WV 25832

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

ITEM NO.	QUANTITY	Unit	DESCRIPTION	UNIT PRICE	AMOUNT
30	200	linear foot	12" CMP Pipe	\$ 14.00	\$ 2,800.00
31	200	linear foot	18" CMP Pipe	\$ 20.00	\$ 4,000.00
32	200	linear foot	24" CMP Pipe	\$ 23.00	\$ 4,600.00
33	200	square yard	Filter Fabric - Dupont Typar 3401 or equal	\$ 1.50	\$ 300.00
34	100	linear foot	Permanent Fencing	\$ 6.00	\$ 600.00
35	3	each	Access Gate - 16 foot heavy guage round tubular farm gate	\$ 600.00	\$ 1,800.00
36	6	linear height	Type "A" Manhole - As per DOH Standard Detail Ref Sheet DR7-A.	\$ 1,200.00	\$ 7,200.00
37	3	each	Type "G" Drop Inlet with Grate - As per DOH Standard Detail Ref Sheet DR6-G	\$ 1,900.00	\$ 5,700.00
38	5	each	8" SDR 35 PVC Pipe Clean-out	\$ 150.00	\$ 750.00
39	5	each	12" SDR 35 PVC Pipe Clean-out	\$ 200.00	\$ 1,000.00
40	50	hour	Vacuum Truck*****	\$ 250.00	\$ 12,500.00
41	10	each	Gabions (3'x3'x6' zinc-coated basket)	\$ 650.00	\$ 6,500.00
42	1	each	Concrete Mine Seal Box	\$ 3,000.00	\$ 3,000.00
43	10	cubic yard	3000 psi Structural Concrete	\$ 175.00	\$ 1,750.00
44	10	bag	Soda Ash Briquette 50# bags	\$ 40.00	\$ 400.00
45	20	hour	2" Water Pump	\$ 12.00	\$ 240.00
46	20	hour	6" Water Pump	\$ 60.00	\$ 1,200.00
47	40	hour	Small Jetter*****	\$ 55.00	\$ 2,200.00
48	20	hour	Chain Saw (20" bar)	\$ 5.00	\$ 100.00
49	20	hour	Weed Eater with Brush Blade	\$ 5.00	\$ 100.00
50	5	gallon	Roundup Vegetation Killer	\$ 60.00	\$ 300.00
51	50	square yard	Asphalt Wearing Course Material	\$ 45.00	\$ 2,250.00
52	20	hour	Hydraulic Excavator Hammer (4000#)	\$ 65.00	\$ 1,300.00
53	20	hour	Laborer I*****	\$ 40.00	\$ 800.00
54	20	hour	Laborer II*****	\$ 50.00	\$ 1,000.00
55	20	hour	Laborer III*****	\$ 35.00	\$ 700.00
56			SOIL ANALYSIS TESTING****		
54A	5	each	Acid Base Count	\$ 40.00	\$ 200.00
54B	10	each	Nutrients	\$ 40.00	\$ 400.00
54C	10	each	pH (field)	\$ 40.00	\$ 400.00
54D	10	each	pH (lab)	\$ 25.00	\$ 250.00
Total					\$ 253,240.00



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

STATE OF West Virginia

COUNTY OF Raleigh, TO-WIT:

I, Donnie Adkins, after being first duly sworn, depose and state as follows:

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

Aspen Corporation
(Company Name)

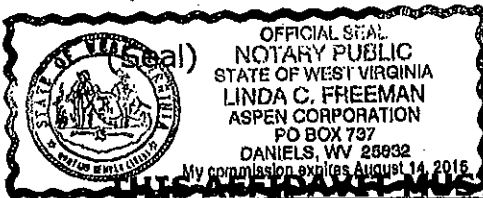
By: Donnie Adkins

Title: President

Date: 9-30-2009

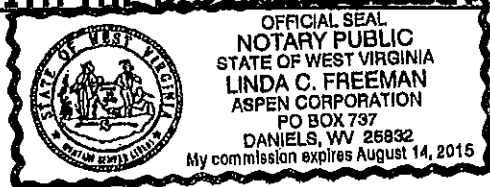
Taken, subscribed and sworn to before me this 30th day of Sept. 2009

By Commission expires 8-14-2015



Linda C. Freeman
(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.



Agency DEP# 14769
REQ.P.O# _____

018

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Aspen Corporation
of 2400 Ritter Dr, Daniels, WV 25832, as Principal, and Cincinnati Insurance Company
of 6200 S Gilmore Rd, Fairfield, OH, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Fairfield, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five thousand dollars (\$ 5000.00) 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
Regular maintenance services for abandoned mine land projects in the southern counties of West Virginia.
DEP# 14769

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
29th day of September, 2009.

Principal Corporate Seal

Aspen Corporation
(Name of Principal)
By [Signature]
(Must be President or Vice President)
Vice President
(Title)

Surety Corporate Seal

Cincinnati Insurance Company
(Name of Surety)
[Signature]
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.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Jim Songer, II; William Steven Cochran and/or Brenda Snuffer

of Beckley, West Virginia its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO

My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 29th day of September, 2009



Brenda Snuffer
Secretary

RFQ No. DEP 14769

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Aspen Corporation
Authorized Signature: Donnie Adkins Date: 9-30-09