

2400 Ritter Drive Daniels, WV 25832 PH: 304-763-4573

Fax: 304-763-4591 www.aspen-golf.com

Chuck Bowman

### **Aspen Corporation**

From: Linda C. Freeman



To:

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	Department of Adminis	tration					
	Purchasing Division, B	uilding #15					
	2019 Washington Stre	et, East					
	Charleston, VVV 25305	-0130					
Fax:	304-558-3970		Pages:	19			
Phone	304-558-2157		Date:	7-22-2010	···	<del></del>	<u> </u>
Rei	Buffalo Coal Project		CC:	File	·		
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• Com	nments:		<del> </del>				
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IMPORTANT: The information contained in this facsimile transmission is only for the use of the individual or entity named above and may contain information that is privileged, confidential or exempt or protected from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.



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

## Request for

**DEP14998** 

.....Address:correspondence#ovatriention:ce

CHUCK BOWMAN <u>304-558-2157</u>

304-763-4573 \*709052150 ASPEN CORPORATION 2400 RITTER DR

7-22-10;10:14AM;ASPEN CORPORATION

DANIELS WV 25832 ENVIRONMENTAL PROTECTION DEPT. OF OFFICE OF SPECIAL RECLAMATION 105 S. RAILROAD STREET PHILIPPI, WV 26416-9998 304-457-3219

TERMS OF SALE \* FREIGHT TERMS DATE PRINTED 07/08/2010 BID OPENING DATE: BID OPENING TIME 01:30PM 07/22/2010 CAT. NO AMOUNT UNITPRICE ITEM NUMBER QUANTITY UGP LINE \*\*\* ADDENDUM NO. 1 \*\*\*\*\*\*\*\*\*\*\*\*\* ADDENDUM ISSUED FOR THE BUFFALO COAL CO. PROJECT IN GRANT CO., TO DISTRIBUTE THE PRE-BID STIGN-IN SHEETS. THE REVISED SITE PRAWING, REVISED PAGE ONE OF THE BID SCHEDULE, AND THE Q/A RESULTING FROM THE MANDATORY ON-SITE PRE-BID MEETING OF 06/17/10. BID OPENING DATE & TIME ARE EXTENDED FROM 07/15/10 TO 07/22/10 AT L:30 PM. \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* NO OTHER CHANGES \*\*\*\*\*\*\*\*\*\*\* JΒ **962-73** b001 1 RECLAMATION: RESTORATION OF LAND THIS IS THE END OF REQ DEP14998 \*\*\*\*\* TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 63-4573 55-0627766-00 **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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ASPEN CORPORATION

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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

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CHUCK BOWMAN 304-558-2157

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**ASPEN CORPORATION** 



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TITLE

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ASPEN CORPORATION

ASPEN CORPORATION 2400 RITTER DRIVE DANIELS, WV 25832 ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
105 S. RAILROAD STREET
PHILIPPI, WV
26416-9998 304-457-3219

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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

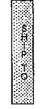
### Request for REQNUMBER Quotation

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

REU CUBA T١

**ASPEN CORPORATION** 2400 RITTER DRIVE DANIELS, WV 25832



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

ADDRESS CHANGES TO BE NOTED ABOVE

DO 5/23/2010  DIO OFENNADATE  O7/15/2010  BID OPENING TIME 01:30PM  DIFFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS  1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,  A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.  B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, O 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.  C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.  2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL	DATE PHIN	<b>E</b> D		TEA	MS OF SAL	É		SHIP	VIA			F.O.B.			FREIG	AT TERMS	
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ASPEN CORPORATION

2400 RITTER DRIVE

DANIELS, WV 25832



SIGNATURE

TITLE

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 BEGINUMBER Quotation

CHUCK BOWMAN 304-558-2157

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

ADDRESS CHANGES TO BE NOTED ABOVE

DATÉ PRINTEQ 05/23/2010 BID OPENING TIME 01:30PM IID OPENING DATE: 07/15/2010 ITEM NUMBER UNIT PAICE AMOUNT QUANTITY LINE PRODUCTS IF: THE COST FOR EACH CONTRACT ITEM USED DOES NOT Α. EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS FOR THE PURPOSES OF THIS SECTION, GREATER. THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR, THE DIRECTOR OF THE PURCHASING DIVSION В. 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. A CONTRACTOR WHO USES STEEL PRODUCTS IN 3. VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALITIES PURSUANT TO WY 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE

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

TYPE NAME/ADDRESS HERE

**ASPEN CORPORATION** 

2400 RITTER DRIVE



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 proposed and the second s Quotation

DEP14998

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

ENVIRONMENTAL PROTECTION DEPT. OF OFFICE OF SPECIAL RECLAMATION 105 S. RAILROAD STREET PHILIPPI, WV

DANIELS, WV 25832 26416-9998 304-457-3219 DATE PRINTED TERMS OF SALE FREIGHTTERMS 05/23/2010 BID OPENING DATE: 07/15/2010 BID OPENING TIME 01:30PM ÇAT: NO: ITEM NUMBER UOP UNITPRICE AMOUNT LINE CUANTITY 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 SUCH COST IS UNREASONABLE IF IT IS TO BE UNREASONABLE. 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. 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 DOMESTIC PRODUCTS, THE SPENDING DFFICE 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. REV. 3/88 EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED

SIGNATURE

TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING

DATE

TITLE

ADDRESS CHANGES TO BE NOTED ABOVE

SEEREVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE

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

#### Request for Quotation

**DEP14998** 

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**\*\*ADDRESS:CORRESPONDENCE:TO:ATTENTION:OF** 

ADDRESS CHANGES TO BE NOTED ABOVE

CHUCK BOWMAN 304-558-2157

RFQ COPY **ASPEN CORPORATION** 2400 RITTER DRIVE **DANIELS, WV 25832** 

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

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

# Request for Quotation

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ASPEN CORPORATION 2400 RITTER DRIVE DANIELS, WV 25832

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

ADDRESS CHANGES TO BE NOTED ABOVE

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

### **Kequest for** Quotation

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# 13/

;3047634591

CHUCK BOWMAN 304-558-2157

TITLE

RFQ COPY

ASPEN CORPORATION 2400 RITTER DRIVE DANIELS, WV 25832

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

ADDRESS CHANGES TO BE NOTED ABOVE

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# 14/ 19

ASPEN CORPORATION 2400 RITTER DRIVE DANIELS, WV 25832

;3047634591 REQ. OR PO NO. BUYER PAGE **CB - 23** 1 OF 2 **DEP 14998 SPENDING UNIT** WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION

WV-36a REV. 5-26-09 STATE OF WEST VIRGINIA **PURCHASING CONTINUATION SHEET** 

VENDOR;

VBNDOK;				
	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
ITEM NO.		DID COIEDINE		
ļ		BID SCHEDULE		
		PERMIT NAME: BUFFALO COAL COMPANY		
		PERMIT NUMBER(S): <u>U-2010-94</u>		
	I ~	eserves the right to request additional information ar		
	documentatio	n regarding unit prices when the unit price appears to be	unreasonable.	
1.0	LUMP SUM	MOBILIZATION/DEMOBILIZATION/PROJECT SIGN (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 13,000.00
2.0	LUMP SUM	SPILL CONTAINMENT AREA (S.C.A.)	LUMP SUM	\$ 800.00
	2000	(\$1,000.00 Maximum Bid for this permit)	,	
				•
3.0	LUMP SUM	MAIN ACCESS ROAD	LUMP SUM	<u>\$ 12,000.00</u>
		(5% Total Bid Maximum for this permit)		,
3.1	230 TN	STONE FOR MAIN ACCESS ROAD UPGRADE	\$ 21.00 PER TN	\$ 4,830.0 <u>0</u>
4.0	4 EA	WET MINE SEAL	\$ 6,000.00 PER EA	\$ 24,000.00
5.0	LUMP SUM	BACKFILLING	LUMP SUM	\$ 71,000.00
6.0	<u>6.0</u> AC	REGRADING AND TOPSOILING	\$ 5,000.00 PER AC	\$ 30,000.00
7.0		SOIL MATERIAL (this item deleted by Addendum #1)	TERAC	No Bid
8.0		REVEGETATION		
8.1	6.0 AC	AGRICULTURAL LIME	\$ 600.00 PER AC	\$ 3,600,00
8.2	<u>6.0</u> AC	FERTILIZER	\$ 600.00	\$ 3,600.00
		1	PER AC	
8.3	<u>6,0</u> AC	MULCH	\$ 800.00	\$ 4,800.00
			PER AC	
			TOTAL	\$ 167,630.00

# 15/ 19

ASPEN CORPORATION 2400 RITTER DRIVE DANIELS, WV 25832

DANIELS, WV 25832
STATE OF WEST VIRGINIA

**PURCHASING CONTINUATION SHEET** 

BUYER PAGE REQ. OR PO NO.
CB - 23 2 OF 2 DEP 14998

SPENDING UNIT
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION/SPECIAL RECLAMATION

WV-36a REV. 5-26-09

VENDOR:				
ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8.4	6.0 AC	<u>VEGETATIVE SPECIES</u>	\$ 600.00 PBR AC	\$ 3,600.00
9.0	LUMP SUM	EXISTING SEDIMENT CONTROL STRUCTURES/ RESIZE EXISTING ON BENCH POND.w/SPILLWAY AND OUTSLOPE PROTECTION	LUMP SUM	\$ 13,000.00
10.0	<u>2700</u> LF	STORMWATER MANAGEMENT: SILT FENCE/HAYBALE DIKE (Max. Bid \$5.00 Per LF)	\$ 4.00 PER LF	\$ 10,800.00
11.0	<u>1050</u> LF	RIPRAP DITCH / DITCH #1	\$ 28.00 PER LF	\$ 29,400.00
12.0	<u>100</u> LF	GROUTED RIPRAP CHANNEL #2. w/ENERGY DISSIPATING BASIN	\$ 135.00 PER LF	<u>\$ 13,500.00</u>
13.0	<u>1100</u> LF	CONSTRUCT NEW ACCESS ROAD	\$ 16.00 PER LF	\$ 17,600.00
14.0	LUMP SUM	STRUCTURE AND/OR DEBRIS REMOVAL	LUMP SUM	\$ 6,800.00
15.0	NO BID ITEM	TOTAL PERMIT		\$ 262,330.00

REC.P.O. PT  REC.P.O. Ritter Dr. Daniels, W. 25832 as Principal, and Cincimnati Insurance of 2400 Ritter Dr. Daniels, W. 25832 as Principal, and Cincimnati Insurance of 2400 Ritter Dr. Daniels, W. 25832 as Principal, and Cincimnati Insurance of 2400 S. Gilmorg Rd, Fairfield, Cl. scopnosibn organized and existing under the laws of the State of Chio with a principal office in the City of Fairfield as Surely, are held and firmly bound unto the State of Wast Wights, as Oblige, in the penal sum of 5% of bid as such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hards and made a part hereof, to enter into a contract in withing for Department of Administration a certain bid or proposal, attached hards and made a part hereof, to enter into a contract in withing for DEP# 1499 Perform Reclamation on the Mining Operation of Buffalo Coal Company, Now Under Revoked Permit Number (s) U-2010-94 on a site consisting of approximately 15 acres located near Mount Storm, v. (Grant County)  NOWTHEREFORE.  (a) It said bid shall be rejected, or (linear the Company of State of St				Agency DEP#	14998
GNOW ALL MEN BY THESE PRESENTS, That we, the undersigned. Aspen Corporation of 2400 Ritter pr. Daniels, WV 25832 as Principal, and Cincinnati Insurance of 2400 Ritter pr. Daniels, WV 25832 as Principal, and Cincinnati Insurance of 6200 S Gilmors Rd, Fairfield, H3 accordance with the laws of the State of Ohio with its principal office in the city of Fairfield. as Surely, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of 5% of bid of 5% of bid of 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 established 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 DEP# 14998 Perform Reclamation on the Mining Operation of Buffalo Coal Company, Now Under Revoked Permit Number (S) U-201-94 on a site consisting of approximately 15 acres located near Mount Storm, v (Grant County)  NOWTHEREFORE,  (a) It said that shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto a ment and the shall be accepted and insurance required by the bid or proposal, and shall he all other respects perform the agreement rendered by the proposal of said bid, then this obligation shall be not and effect. It is expressly company of said bid, then this obligation shall be not lead to the payment of said bid shall be accepted and organd that the liability of the Surety for any and all claims theretain, in no even way impaired or affected by any actorison of the time within which the Obligae may accept such bid, and said Surety and its bond shall be in no way impaired or affected by any actorison of the time within which the Obligae may accept such bid, and said Surety and its free Principal By Markey Friedler, the Surety of Principal Corporals Seal  Aspen C		MIN MALLS		KEQ.P.O#	<u> </u>
of 2400 Ritter Dr. Daniels, WV 25832 as Principal, and Cincinnati Insurance of 200 S Gilmors Rd, Fairfield, GI sopporation organized and existing under the laws of the State of Ohio with the 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 5% of bid (5.5% of bid) 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 herety and made a part hereof, to enter this a confract in withing for DEP# 14998 Perform Reclamation on the Mining Operation of Buffalo Coal Company, Now Under Revoked Permit Number (5) U-2010-94 on a site consisting of approximately 15 acres located near Mount Storm, (Grant County)  NowTheRefore,  (a) If said bid shall be rejected, or (b) If said bid shall be rejected, or (c) If said bid shall be acceptance of each bid, then this obligation shall and out, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the flability 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 elipulates and agrees that the obligations of said Surety and its band shall be in no way impalsed or affected by any extension of the time within which the Obligae may accept such bid, and said Surety and its band shall be in no way impalsed or affected by any extension of the time within which the Obligae may accept such bid, and said Surety does hereby walve notice of any such extension.  IN WITNESS WHEREOF, Principal and Surety have hereunde set their hands and seels, and such of them as are corporations have caused their corporate seals to be efficient or vice President or Vice				_	
Ohio with its principal office in the City of Faltrield. As Surely, are held and firmly bound unto the State of Chio with its principal office in the City of Faltrield as Surely, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of 5% of bid (5 5% of bid) 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 proposel, attached hereto and made a part hereof, to enter into a contract in wyinting for DEF # 14998 Perform Reclamation on the Mining Operation of Bultralo Coal Company, Now Under Revoked Permit Number (s) U-2010-94 on a site consisting of approximately 15 acres located near Mount Storm, we (Grant County)  NOWTHEREFORE,  (a) If said bid shall be rejected, or (b) If said bid shall be rejected, or (b) 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 lumbs any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement restead by the acceptations of said bid, then this obligation shall be and the and shall in all other respects perform the agreement restead by the acceptations of said bid, then this obligation shall be multi-end the surely and discount and spread that the liability of the Surely for any and all claims hereunder shall, in no event, way impaired or affected by any extension of the time within which the Obligae may accept such bid, and said Surely and its bond shall be in no way impaired or affected by any extension of the time within which the Obligae may accept such bid, and said Surely and its bond shall be in no (Nears of Principal)  In With Institute of Principal and Surely have hereunded state their transpa	KNOW ALL MEN BY THESE PRESENTS, That w	e, the undersigned	Aspen Corpo	ration	
of West Viginia, as Oblige, in the penal sum of 5% of bid (5 5% of bid) 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 proposel, attached hereto and made a part hereof, to enter into a contract in withing for DEP# 14998 Perform Reclamation on the Mining Operation of Buffalo Coal Company, Now Under Revoked Permit Number (3) U-2010-94 on a site consisting of approximately 15 acres located near Mount Storm, vol. (Grant County)  NOWTHEREFORE,  (a) It said bid shell be accepted and the Principal shell enter into a contract in accordance with the bid or proposal attached hereto and shall familsh 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 seld bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly underslood and agreed that the liability of the Surety for any and all chairs hereunder shall, in no event, way impaired or affected by any extension of the time within which the Obligue may accept such bid, and said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligue may accept such bid, and said Surety does hereby way impaired or affected by any extension of the time within which the Obligue may scopt such bid, and said Surety does hereby way impaired or affected by any extension of the time within which the Obligue may accept such bid, and said Surety does hereby way impaired or affected by any extension of the time within which the Obligue may accept such bid, and said Surety does hereby ways included any such of them as are corporations.  In the Condition of the acceptance of the president or vice President or vi	of 2400 Ritter Dr. Daniels,	WV 25832	as Principal, and	Cincinnati	Insurance
of West Viginia, as Oblige, in the penal sum of 5% of bid (5 5% of bid) 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 DEP# 14998 Perform Reclamation on the Mining Operation of Buffalo Coal Company, Now Under Revoked Permit Number (s) U-2010-94 on a site consisting of approximately 15 acres located near Mount Storm, vol. (Grant County)  NOWTHEREFORE,  (a) It said bid shall be rejected, or  (b) It said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall family any other bonds and insurance required by the bid or proposal, and shall hall other respects perform the agreement created by the acceptance of said bid, then this obligation shall hall only of contract the surpressly understood and agreed that the liability of the Surety for any and all daims hereunder shall, in no event, exceed the penal amount of this obligation as here 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 walve notice of any such extension.  INWITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations walve notice of any such extension.  Aspen Corporation  Original Corporate Seal  Cincinnati Insurance Company (Name of Surety)  Althoryey-friends.	Ohio	CH a corporation	organized and existing	g under the laws of	the State of
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 heretor and made a part heroof, to enter into a contract in writing for DEF# 14998 Perform Reclamation on the Mining Operation of Buffalo  Coal Company, Now Under Revoked Permit Number (s) U-2010-94 on a site consisting of approximately 15 acres located near Mount Storm, vol. (Grant County)  NOWTHEREPORE,  (a) It said told shall be rejected, or (b) It 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 egreed that the flability of the Surety for any and all claims hereunder shall, in no event, exceed this penal amount of the obligation is 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 event, way impaired or affected by any extension of the time within which the Obliges may accept such tid, and eald Surety does hereby waive notice of any such extension.  NWTNESS WHEREOF, Principal and Surety have hereunde sat their hands and seale, and such of them as are corporations was caused their corporate seals to be affixed hereundo and these presents to be signed by their proper officers, this is such as the president or Vice President)  Now the President of Principal and Surety have hereund sat their hands and seale, and such of them as are corporations.  Now the President of Principal (Name of Principal)  Now the President of Pri	Auture brincibal pince to the City of Tran	TTTTGTA	. as Surety, are hel	d and firmly bound	
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 DEP# 14998 Perform Reclamation on the Mining Operation of Buffallo Coal Company, Now Under Revoked Permit Number (s) U-2010-94 on a site consisting of approximately 15 acres located near Mount Storm, which is a site consisting of approximately 15 acres located near Mount Storm, which is a site consisting of approximately 15 acres located near Mount Storm, which is a site consisting of approximately 15 acres located near Mount Storm, which is all the standard of 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 of proposal, and shall in all other respects perform the hereto and shall furnish any other bonds and insurance required by the bid of proposal, and shall in all other respects perform the agreement created by the acceptance of each bid, then this obligation shall be nutl and vold, otherwise this obligation shall remain in full force and effect. It is expressly understeed and agreed that the flebility of the Surety for any and all claims hereunder shall, in no event, which is pasted amount of his obligation as herein stated.  The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its band shall be in no way impaired or affected by any extension of the time within which the Obligae may accept such bid, and said Surety does hereby was invariant and the surety have hereunic set their hands and seels, and such of them as are corporations have caused their corporate seels to be affixed hereunic and these presents to be signed by their proper officers, this contract in the surety in the s	of west vilginia, as Odligee, in the penal sum of 56 O	T DIG	/S 5% OI D	old temes	_
DEP# 14998 Perform Reclamation on the Mining Operation of Buffan  Coal Company, Now Under Revoked Permit Number (s) U-2010-94 on a  site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site of the sale be accepted to a site of the sale be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall within any other bonds and instruction and shall be all 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, accessed 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 was notice of any such extension.  IN WITNESS WHEREOF, Principal and Surety have hereunde set their hands and seels, and such of them as are corporations have caused their corporate seals to be affixed hereunde and these presents to be signed by their proper officers, this  15 thiday of July	well and truly to be made, we jointly and severally bind ourse	elves, our helrs, ad	ninistrators, executor	s, successors and	essigns.
DEP# 14998 Perform Reclamation on the Mining Operation of Buffan  Coal Company, Now Under Revoked Permit Number (s) U-2010-94 on a  site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site consisting of approximately 15 acres located near Mount Storm, was a site of the sale be accepted to a site of the sale be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall within any other bonds and instruction and shall be all 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, accessed 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 was notice of any such extension.  IN WITNESS WHEREOF, Principal and Surety have hereunde set their hands and seels, and such of them as are corporations have caused their corporate seals to be affixed hereunde and these presents to be signed by their proper officers, this  15 thiday of July	The Condition of the above obligation is such that w	hereas the Principa	at has submitted to the	Purchasing Section	on of the
Coal Company, Now Under Revoked Permit Number (s) U-2010-94 on a site consisting of approximately 15 acres located near Mount Storm, (Grant County)  NOWTHEREFORE,  (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 humbh 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 mail and void, otherwise the infiguration shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all dalins hereunder shall, in no event, way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby walve 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  15 th day of July	Department of Administration a certain bid or proposal affact	hed hereto and may			
Site consisting of approximately 15 acres located near Mount Storm, we (Grant County)  NOWTHEREFORE,  (a) If said bid shall be rejected, or  (b) If said bid shall be rejected, or  (c) 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 bin shall be acceptance of said bid, then this obligator shall be and shall bin shall be respected per form the hereto and shall bin shall be acceptance of said bid, then this obligator shall be and shall be and their respects perform the agreement created by the acceptance of said bid, then this obligator shall be and to their respects perform the force and effect. It is expressly understood and egreed 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 walve impained or affected by any extension of the time within which the Obligae may accept such bid, and said Surety does hereby walve 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  15 th day of July	DELT 14550 LOLLOLM ROOLAMACLOM	——————————————————————————————————————	ning Opera	rrou or Ba	irralo
NOWTHEREFORE,  (a) it 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 understeod 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 Obliges may accept such bid, and said Surety does hereby walve notice of any such extension.  IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seels, and such of them as are corporations have caused their corporate seels to be affixed hereunto and these presents to be signed by their proper officers, this  15 th day of July	site consisting of approximate	lv 15 acre	umber (s)	0-2010-94	on a
(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 in 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 shalls an unit and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the flability 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 seels, 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 15 thirday of July	(Grant County)	27 13 4016	in rocated i	near Mount	SCOPII, V
(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 nutl and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the (lability 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 bund shall be in no 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 15 thirday of _July	NOWTHEREFORE,				
(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 nutl and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the (lability 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 Obligae 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 15 thirday of July	(a) If said bid shall be rejected, or				
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all calms 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 seld 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 15thday of July 2010.  Principal Corporate Seal  Aspen Corporation  (Name of Principal)  By Authority  (Title)  Cincinnati Insurance Company  (Name of Surety)  Authority in the strength of t	agreement created by the accompance of sold bld the start of	and the pid of bin	boser, and sugh in all	other respects perf	orm the
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impalred or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  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  15thday of July	force and effect. It is expressly understand and agreed that the	ligation shall ba nut e liebility of the Suc	and void, otherwise t	his obligation shall	remain in full
walva 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 15thday of July, 20_10.  Principal Corporate Seal Aspen Corporation  (Name of Principal)  By	exceed the penal amount of this obligation as herein stated.	- mapmy of the offi	ary for any and an dan	ins nereunder shel	i, in no event,
Aspen Corporate Seal  Aspen Corporation  (Name of Principal)  By Aunia Albina  (Must be President or Vice President)  Cincinnati Insurance Company  (Name of Surety)  Automey-infract	The Surety, for the value received, hereby stipulales a way impaired or affected by any extension of the time within wh waive notice of any such extension.	and agrees that the lich the Obligee ma	obligations of seld Su y accept such bid, an	rety and its bond s d sald Surety does	hall be in no hereby
Aspen Corporate Seal  Aspen Corporation  (Name of Principal)  By Aunia Albina  (Must be President or Vice President)  Cincinnati Insurance Company  (Name of Surety)  Automey-infract	· IN WITNESS WHEREOF, Principal and Surely have be	erelinfo est their be	nda and anula and		
Aspen Corporation  (Name of Principal)  By Summe Authoris  (Must be President or Vice President)  (Title)  Cincinnati Insurance Company  (Name of Surety)  Attomey-in-fract	have caused their corporate seals to be affixed hereunto and the	erounio set il leil 116 ARA Drecente to ba	rices and seals, and st	ich of them as are	corporations
(Name of Principal)  By Downs Albrins  (Must be President or Vice President)  (Title)  Cincinnati Insurance Company  (Name of Surety)  Bunda Hauffact	15thday of July 20 10	ooo proderna to be	aidued by their brobei	onicers, this	
(Name of Principal)  By Downs Albrins  (Must be President or Vice President)  (Title)  Cincinnati Insurance Company  (Name of Surety)  Bunda Hauffeld  Attomey-in-Fact					
(Name of Principal)  By Dimie Alking (Must be President or Vice President)  (Title)  Cincinnati Insurance Company (Name of Surety)  Bunda Huffel Altomey-in-Fact	Principal Corporate Seat	i	Aspen Corporat	tion	
By Some Politics (Must be President or Vice President)  President  (Title)  Cincinnati Insurance Company (Name of Surety)  Bunda Surety					
(Must be President or Vice President)  President  (Title)  Cincinnati Insurance Company  (Name of Surety)  Bunda Augus  Altomey-In-Fract		Bv	()/2.	- 01	L:
Vice President)  President  (Title)  Cincinnati Insurance Company  (Name of Surety)  Bunda Angla		~,	(Must	be President or	ner
Cincinnati Insurance Company (Name of Surety)  Bunda Jungary Altomey-In-Fract			Vice (	resident)	
Cincinnati Insurance Company (Name of Surety)  Bunda Jungary  Altomey-In-Fract	•			Presido	nt
(Name of Surety)  Bunda Surety  Altomey-In-tract				•	· · · · · · · · · · · · · · · · · · ·
(Name of Surety)  Bunda Snuffur  Attomey-In-Fract	urety Corporate Seal	<u>Ci</u>	ncinnati Insu	rance Compar	ıу
Branda Snuffer  Attorney-Indiact			(Name	of Surety)	
Altomey-Indiact		YI.	3000	l. 11 ·	
Attomey-Invitated		-fe	TNINOLA !!!	nuffer	····
TOTAL PROPERTY AND			Altome	y-invitact	<b></b>

#### 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.

STATE OF OHIO COUNTY OF BUTLER ) 85:

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.



Attorney is still in full force and effect.

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

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 15th

day of

July, 2010

Greggy Schlaen



Resend 7-22-10;10:25AM;ASPEN CORPORATION

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

	EOF West Virginia
coul	NTY OF Raleigh, TO-WIT:
I, state	Donnie Adkint, after being first duly sworn, depose and as follows:
1.	I am an employee of (Company Name); and,
2.	I do hereby attest that Aspen Corponation (Company Name)
	maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.
The a	above statements are sworn to under the penalty of perjury.
	(Company Name)
	By: Donniea Adkins
	Title: Preside-t
	Date: 7-22-2010
Take	n, subscribed and sworn to before me this 22 day of
By 0	8-14-2015
	NOTARY PUBLIC STATE OF WEST VIRGINIA  GLINDA C. FREEMAN ASPEN CORPORATION PO BOX 757  DANIELS, WV 88682 My commission expires August 14, 8016  (Notary Public)
THIS	S 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.

Rev March 2009

RFQ No. DEP 14998

#### 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 owned is an amount greater that 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 subdivision 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 b a count 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 consideration from performance of a vendor contract with the part 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 yendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

### Vendor's Name: Aspen Corporation Authorized Signature: Dame Adking Date: 7-22-2010 State of \_\_\_\_\_ County of \_\_\_\_\_ Ral\_\_\_ to-wit: My Commission expires 8-14 20/5.

NOTARY PUBLIC



WITNESS THE FOLLOWING SIGNATURE

**AFFIX SEAL HERE**