

2400 Ritter Drive  
Daniels, WV 25832  
PH: 304-763-4573, Ext. 100  
Fax: 304-763-4591  
www.aspen-golf.com

**Aspen Corporation**

# Fax

RECEIVED  
SEP 15 A 9:54  
PURCHASING DIVISION  
2019 WASHINGTON ST  
CHARLESTON WV

**To:** Chuck Bowman  
**From:** Linda C. Freeman  
Department of Administration  
Purchasing Division, Building #15  
2019 Washington Street, East  
Charleston, WV 25305-0130

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**Fax:** 304-558-3970                      **Pages:** 18  
**Phone:** 304-558-2157                  **Date:** 9-15-2011  
**Re:** Maintenance - Southwestern Counties of WV              **CC:** File

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

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● **Comments:**

Buyer:                      CB-23  
RFQ. NO.                      DEP15508  
Bid Opening Date:              SEPTEMBER 15, 2011  
Bid Opening Time:              1:30 PM

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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**

BFO NUMBER  
 DEP15508

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

VENDOR

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

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED 08/18/2011	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 09/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES  THE WEST VIRGINIA PURCHASING DIVISION ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR A CONTRACT TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND OTHER NECESSARY SERVICES SO AS TO RECLAIM, IN AN EXPEDITIOUS MANNER, SURFACE MINE SITES ABANDONED BY THE OPERATOR, AT LOCATIONS AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, TERMS, AND CONDITIONS.  SCOPE OF WORK WILL INCLUDE, BUT WILL NOT BE LIMITED TO: BACKFILLING, DRAINAGE CONTROL, MINE SEALING, AND REVEGETATION OF PREVIOUSLY RECLAIMED SITES REQUIRING MAINTENANCE IN THE SOUTHWESTERN COUNTIES OF WEST VIRGINIA.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donnie Adkins</i>	TELEPHONE 304-763-4573	DATE 9-15-2011
TITLE <i>Pres</i>	FEIN 55-062-7766-001	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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RFQ NUMBER DEP15508
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ADDRESS CORRESPONDENCE TO ATTENTION OF CHUCK BOWMAN 304-558-2157
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VENDOR

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 2400 RITTER DRIVE  
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DATE PRINTED 08/18/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 09/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY TH 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>REV. 3/88</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FON	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**Request for Quotation**

RFQ NUMBER  
 DEP15508

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

VENDOR

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

SHIP TO

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 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/15/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR SPECIFIED COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ.</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 A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>(XX) 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 \$500,000.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION                  PURCHASING DIVISION                  BUILDING 15                  2019 WASHINGTON STREET, EAST                  CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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  
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RFQ NUMBER
DEP15508

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

COUNTRY

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

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: CB-23 RFQ. NO.: DEP15508 BID OPENING DATE: 09/15/2011 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-763-4591 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Joe Kubin -----						
***** THIS IS THE END OF RFQ DEP15508 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Donna Adkins</i>	TELEPHONE 304-763-4573	DATE 9-15-11	
TITLE President	FAX 55-062-7766-001	ADDRESS CHANGES TO BE NOTED ABOVE	

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



BUYER CB-23		REQ. OR PO NO. DEP 15508
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

CONTRACT  
FOR  
DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION SITES  
RECLAMATION/MAINTENANCE SERVICES  
SOUTH WESTERN COUNTIES

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION  
601 57<sup>th</sup> Street, SE  
CHARLESTON, WEST VIRGINIA 25304  
TELEPHONE 304-926-0499

Maximum Annual Expenditures  
This contract shall not exceed \$500,000.00

Maximum Project Expenditures  
This contract shall not exceed \$25,000.00 per project

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BUYER CB-23	REQ. OR PO NO. DEP 15508
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

## CONTRACTUAL INFORMATION & REQUIREMENTS

### Article I - Statement of Work

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

### Article 2 - Location of Work-South Western Counties

The area of work shall include the South Western Counties of West Virginia. The counties listed below are the coal producing counties in the area of work and those in parenthesis represent where most of the work required in this contract is located.

- |            |              |
|------------|--------------|
| 1. Putnam  | 6. (Kanawha) |
| 2. (Clay)  | 7. (Logan)   |
| 3. (Boone) | 8. Lincoln   |
| 4. (Mingo) | 9. (Mason)   |
| 5. Cabell  | 10. (Wayne)  |

### Article 3 - Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Special Reclamation" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Special 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 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.
- F. The word "Director" is used to mean the Director of the Division of Land Restoration, Department of Environmental Protection, and shall be considered to be the State's authorized representative.

BUYER CB-23		REQ. OR PO NO. DEP 15508
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WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

#### Article 4 - Ordering Procedure

- A. This is an open end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the Director or his representative, for the Office of Special Reclamation, West Virginia Department of Environmental Protection by issuance of a work directive, which shall include the name of the project site, permit number, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. No work shall be performed until a notice to proceed has been issued by the State.

#### Article 5 - Delivery

- A. The contractor shall complete the specified reclamation/maintenance work in accordance to each work directive. The contractor shall give an invoice to the Department of Environmental Protection representative upon completion of each work directive.
- B. Inspections of each project will be made by the Director or his authorized representative as work is completed. A final inspection will be made when all work is completed. A warranty inspection will be conducted on each project during the warranty period. Consideration will be made during the warranty period for unforeseen and unanticipated conditions encountered.
- C. Acceptance criteria will be based on all work being completed as requested in the work directive.

#### Article 6 - General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project, if needed.
- 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.
- E. In accomplishment of services to fulfill the requirements of the work directive, 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.
- F. The contractor shall provide written work reports on any / all projects at the request of the Director or the Office of Special Reclamation (OSR) authorized representative. Work reports will provide information necessary to



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BUYER CB-23		REQ. OR PO NO. DEP 15508
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

evaluate the overall project and may include (but not be limited to): type of equipment on site, equipment hourly use readings, man hours utilized, details of specific work performed at the site, specific problems encountered at the site, start and end times and date(s) of service. Report forms will be provided by OSR or approved for use by OSR prior to use and submittal. Work reports will be constructed to illustrate day-by-day activity on the project and provide all required criteria.

#### Article 7 - Costs and Payments

A. Payment to the contractor will be made on the following basis:

1. Unit Pricing

Item - As directed by the State in specific work directive.

Estimated Quantity - As agreed to prior to issuing a Notice to Proceed on the Work Directive. Payment is to be actual quantity used, not to exceed the estimated quantity approved in the work directive.

Unit Price - As provided by the Offeror in the proposal.

B. The contractor shall invoice on specified DEP forms to the department after completion of work specified in the work directive; final inspection has been made; and the work is accepted by the department. All invoices shall show the actual quantities used at the unit prices approved as provided by the Offeror in the proposal. Projects must be invoiced only once, unless prior approval of the DEP is obtained.

#### 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 itemized.
- 2) By unit prices stated in the contract documents or subsequently agreed upon.

All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

Labor for operating equipment and installing materials shall be incidental to each item.

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

BUYER CB-23	REQ. OR PO NO DEP 15508	9
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
 Rev. 02/97 PURCHASING CONTINUATION SHEET  
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT																		
1.0	200 HRS	Crawler Dozer-Caterpillar D-8N or equiv. with 285 minimum flywheel horsepower, equipped with a U-Type Dozer Blade	\$ 120 PER HR	\$24,000																		
2.0	200 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ 120 PER HR	\$18,000																		
3.0	200 HRS	Crawler Dozer-John Deere 450D or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ 110 PER HR	\$22,000																		
4.0	100 HRS	Crawler Loader - Caterpillar 931C or equiv. - 67HP w/std 1.05 yd bucket	\$ 85 PER HR	\$8,500																		
5.0	100 HRS	Backhoe Loader, Rubber-Tired-60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket size-minimum 6.0 cubic feet	\$ 70 PER HR	\$7,000																		
6.0	200 HRS	Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket	\$ 170 PER HR	\$34,000																		
7.0	200 HRS	Hydraulic Excavator - Backhoe - Long Reach, John Deere 790 ELC or equiv. with 155 minimum flywheel horsepower, maximum reach at ground level 59 feet, equipped with standard bucket.	\$ 160 PER HR	\$32,000																		
8.0	100 HRS	Wheel loader-Caterpillar 988B or equiv. with 375 minimum flywheel horsepower, 7 cubic yard minimum bucket	\$ 100 PER HR	\$10,000																		
9.0	200 HRS	Truck, Off-Highway, Caterpillar 769 or equiv. 400 H.P. with minimum 35 ton capacity	\$ 80 PER HR	\$16,000																		
10.0	100 HRS	Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$ 180 PER HR	\$18,000																		
11.0	200 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$ 110 PER HR	\$22,000																		
12.0	100 HRS	Mini excavator - John Deere 35D or equivalent. Rubber tracked, minimum 25 horsepower with a standard 24 inch wide / 4.0 cubic foot capacity bucket and six foot wide blade.	\$ 90 PER HR	\$9,000																		
13.0	100 HRS	Tractor with low boy, licensed for 110,000 pounds. This item is intended for mobilization and demobilization of equipment. To include all permits and fees necessary for legal transportation of equipment. All other costs, including break-down and put-together costs of equipment, will be incidental to the other items - per hour. Hourly Rate will be paid one (1) time in and one (1) time out while the truck is loaded for each machine used on project. (Max. Bid \$200/hour)	\$ 200 PER HR	\$20,000																		
14.0	100 ACRES	*Seed mixture to be applied after seed bed preparation: <table style="width:100%; border:none;"> <tr> <td style="text-align:center"><u>Vegetative Species</u></td> <td style="text-align:center"><u>Rate/Acre</u></td> </tr> <tr> <td>Birdsfoot Trefoil<sup>2</sup></td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Redtop<sup>4</sup></td> <td>@ 3 lbs/acre</td> </tr> <tr> <td>Ky 31 Fescue<sup>5</sup></td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Wheat or Rye<sup>4</sup></td> <td>@ 50lbs/acre</td> </tr> <tr> <td>Orchard Grass</td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Weeping Lovegrass<sup>3</sup></td> <td>@ 2 lbs/acre</td> </tr> <tr> <td>Red Clover</td> <td>@ 10 lbs/acre</td> </tr> <tr> <td>Foxtail Millet<sup>3</sup></td> <td>@ 12 lbs/acre</td> </tr> </table>	<u>Vegetative Species</u>	<u>Rate/Acre</u>	Birdsfoot Trefoil <sup>2</sup>	@ 15 lbs/acre	Redtop <sup>4</sup>	@ 3 lbs/acre	Ky 31 Fescue <sup>5</sup>	@ 15 lbs/acre	Wheat or Rye <sup>4</sup>	@ 50lbs/acre	Orchard Grass	@ 15 lbs/acre	Weeping Lovegrass <sup>3</sup>	@ 2 lbs/acre	Red Clover	@ 10 lbs/acre	Foxtail Millet <sup>3</sup>	@ 12 lbs/acre	\$ 600 PER ACRE	\$60,000
<u>Vegetative Species</u>	<u>Rate/Acre</u>																					
Birdsfoot Trefoil <sup>2</sup>	@ 15 lbs/acre																					
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ASPEN CORPORATION  
2400 RITTER DRIVE  
DANIELS, WV 25832

BUYER CB-23	REQ. OR PO NO. 10
DEP 15508	
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15.0	100 ACRES	*Seed mixture for Vegetation Enhancement <u>Vegetative Species<sup>1</sup></u> <u>Rate/Acre</u> Birdsfoot Trefoil <sup>2</sup> @5 lbs/acre Ky 31 Fescue <sup>5</sup> @5 lbs/acre Red Clover      @5 lbs/acre	\$ <u>500</u> PER ACRE	\$ <u>50,000</u>
16.0	100 ACRES	*Additional seed mixture for woodland post-mining land use projects. <u>Vegetative Species<sup>1</sup></u> <u>Rate/Acre</u> Black Locust <sup>2</sup> @3 lbs/acro  (REFERENCE FOR ITEM NUMBERS. 14.0, 15.0, & 16.0)  1. Seeding rate suggested is for pure live seed (pls) in pounds per acre. 2. Herbaceous legumes must be treated with the appropriate bacterium before seeding. 3. Spring mix 4. Fall mix 5. Certified endophyte free variety * Quality and quantity inspection required prior to installation.	\$ <u>400</u> PER ACRE	\$ <u>40,000</u>
17.0	500 TONS	Agriculture Lime - 85% CaCO <sub>3</sub> /Acre	\$ <u>55</u> PER TON	\$ <u>27,500</u>
18.0	200 TONS	Fertilizer, 10-20-10	\$ <u>800</u> PER TON	\$ <u>160,000</u>
19.0	200 TONS	Fertilizer, 18-46-0	\$ <u>850</u> PER TON	\$ <u>170,000</u>
20.0	200 TONS	Mulch, Wood Fiber	\$ <u>700</u> PER TON	\$ <u>140,000</u>
21.0	200 TONS	Mulch, hay or straw	\$ <u>700</u> PER TON	\$ <u>140,000</u>
22.0	200 TONS	Stone, 2" limestone, delivered to site	\$ <u>32</u> PER TON	\$ <u>6,400</u>
23.0	200 TONS	Stone, No. 57 limestone, delivered to site	\$ <u>28</u> PER TON	\$ <u>5,600</u>
24.0	200 TONS	Stone, shot limestone, delivered to site	\$ <u>34</u> PER TON	\$ <u>6,800</u>
25.0	200 TONS	Crusher Run limestone, delivered to site	\$ <u>28</u> PER TON	\$ <u>5,600</u>
26.0	200 TONS	4" x 8" Limestone, delivered to site	\$ <u>35</u> PER TON	\$ <u>7,000</u>
27.0	200 TONS	6" x 12" riprap limestone, delivered to site	\$ <u>38</u> PER TON	\$ <u>7,600</u>
28.0	200 TONS	4" x 8" sandstone, delivered to site	\$ <u>35</u> PER TON	\$ <u>7,000</u>
29.0	200 TONS	6" x 12" riprap sandstone, delivered to site	\$ <u>38</u> PER TON	\$ <u>7,600</u>
30.0	200 TONS	Stone, 2" sandstone, delivered to site	\$ <u>32</u> PER TON	\$ <u>6,400</u>
31.0	200 TONS	Stone, Shot sandstone, delivered to site	\$ <u>34</u> PER TON	\$ <u>6,800</u>

ASPEN CORPORATION  
2400 RITTER DRIVE  
DANIELS, WV 25832

BUYER CB-23	REQ. OR PO NO. DEP 15508	11
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
32.0	100 LF	Pipe, 12" schedule 40 P.V.C.	\$ <u>40</u> PER LF	\$ <u>4000</u>
33.0	10 EA	Pipe, 12" 45° Schedule 40	\$ <u>300</u> EACH	\$ <u>3000</u>
34.0	10 EA	Pipe, 12" 90° Schedule 40	\$ <u>300</u> EACH	\$ <u>3000</u>
35.0	10 EA	Pipe, 12" Cap Schedule 40	\$ <u>120</u> EACH	\$ <u>1200</u>
36.0	10 EA	Pipe, Tee, 12" Schedule 40 P.V.C.	\$ <u>400</u> EACH	\$ <u>4000</u>
37.0	100 LF	Pipe, 6" Solid Schedule 40 Pipe	\$ <u>20</u> PER LF	\$ <u>2000</u>
38.0	100 LF	Pipe, 6" Perforated Schedule 40 Pipe	\$ <u>20</u> PER LF	\$ <u>2000</u>
39.0	100 LBS	Bentonite - Sealer	\$ <u>4</u> PER LB	\$ <u>400</u>
40.0	10 EA	Pipe, 6" "T" Schedule 40	\$ <u>150</u> EACH	\$ <u>1500</u>
41.0	10 EA	Pipe, 6" Screw on Cap Schedule 40	\$ <u>40</u> EACH	\$ <u>400</u>
42.0	10 EA	Pipe, 6" solid end cap Schedule 40	\$ <u>30</u> EACH	\$ <u>300</u>
43.0	10 EA	Pipe, 6" 45° Schedule 40	\$ <u>30</u> EACH	\$ <u>300</u>
44.0	10 EA	Pipe, 6" Connector Schedule 40	\$ <u>10</u> EACH	\$ <u>100</u>
45.0	10 EA	Pipe, 6" 90° Schedule 40	\$ <u>30</u> EACH	\$ <u>300</u>
46.0	10 EA	Pipe, 6" 22-1/2° Schedule 40	\$ <u>60</u> EACH	\$ <u>600</u>
47.0	100 LF	Pipe, 6" solid flexible pipe	\$ <u>10</u> PER LF	\$ <u>1000</u>
48.0	100 LF	Pipe, 12" solid flexible pipe	\$ <u>20</u> PER LF	\$ <u>2000</u>
49.0	100 LF	12 inch HI-Q corrugated culvert - 20 foot section	\$ <u>20</u> PER LF	\$ <u>2000</u>
50.0	100 LF	18 inch HI-Q corrugated culvert - 20 foot section	\$ <u>30</u> PER LF	\$ <u>3000</u>
51.0	100 LF	24 inch HI-Q corrugated culvert - 20 foot section	\$ <u>40</u> PER LF	\$ <u>4000</u>
52.0	100 HRS	Water Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$ <u>80</u> PER HR	\$ <u>8000</u>
53.0	100 HRS	Trash Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$ <u>80</u> PER HR	\$ <u>8000</u>
54.0	100 HRS	Trash/Sludge high head / high volume pump. 6" dia gas a/o DSL powered with trailer mounting. Godwin ILSM Dri-Prime type or equivalent	\$ <u>90</u> PER HR	\$ <u>9000</u>



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2400 RITTER DRIVE  
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BUYER CB-23	REQ. OR PO NO. 12 DEP 15508
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WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
55.0	100 HRS	Water Pump 4" Dia. gas a/o DSL powered	\$ <u>60</u> PER HR	\$ <u>6000</u>
56.0	100 HRS	Water Pump 3" Dia. gas a/o DSL powered	\$ <u>40</u> PER HR	\$ <u>4000</u>
57.0	100 HRS	Water Pump 2" Dia. gas a/o DSL powered	\$ <u>40</u> PER HR	\$ <u>4000</u>
58.0	100 HRS	Trash pump 6" diam or larger gas a/o DSL powered with trailer mounting. Pump must be capable of passing a maximum 3" solid (such as gravel) and organic debris (such as dried leaves and loose vegetation). Pump should be capable of at least 30' vertical suction from work site and provide for a minimum of 100' vertical discharge.	\$ <u>100</u> PER HR	\$ <u>10,000</u>
59.0	100 SQ YDS	Engineering Fabric for subsurface drainage - in accordance with Section 715.11.4 "Engineering Fabric" of the West Virginia Division of Highways, Standard Specifications Roads and Bridges	\$ <u>1.50</u> PER SQ YD	\$ <u>150</u>
60.0	100 SQ YDS	Smooth HPDE Geomembrane - poly-flex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant	\$ <u>7.00</u> PER SQ YD	\$ <u>700</u>
61.0		Utility Relocation - At cost - No Bid Item	NO BID ITEM	NO BID ITEM
62.0	100 HRS	Laborer - To include basic hand tools i.e. shovel, chainsaw, drill, etc., and pump operator as needed with prior approval	\$ <u>80</u> PER HR	\$ <u>8000</u>
63.0	10 EA	Wooden Weir - Installed per each (8' x 2' treated 2" lumber with 4" x 4" treated supports)	\$ <u>700</u> EACH	\$ <u>7000</u>
64.0	10 EA	Wooden Fence - Installed per each (8' x 4' treated 2" lumber with 4" x 4" treated supports)	\$ <u>750</u> EACH	\$ <u>7500</u>
65.0	100 HRS	Truck with snow blade; minimum ¾ ton pickup with 8-foot wide snow blade	\$ <u>110</u> PER HR	\$ <u>11,000</u>
66.0	100 LF	Silt fence - Provide and install to manufacturer's specifications, minimum 24" high to conform to requirements of Section 715.11.5 of the WVDOH Standard Specification	\$ <u>5</u> PER LF	\$ <u>500</u>
67.0	100 LF	HAYBALES (not to exceed a max \$5.0 per lf) Haybales will be provided on-site, installed and staked per standard OSR technical specifications.	\$ <u>3</u> PER LF	\$ <u>300</u>
68.0	100 CY	Grout - Provide and install grout to consist of one part Portland cement and three parts sand mixed with water to produce workable consistency. Cement to meet requirements of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of WVDOH Standard Specifications	\$ <u>200</u> PER CY	\$ <u>20,000</u>
69.0	100 CY	Concrete - Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$ <u>200</u> PER CY	\$ <u>20,000</u>
70.0	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ <u>3.0</u> PER TON	\$ <u>3000</u>



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2400 RITTER DRIVE  
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BUYER CB-23	REQ. OR PO NO. 13 DEP 15508
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WV-36 STATE OF WEST VIRGINIA  
Rev. 02/97 PURCHASING CONTINUATION SHEET  
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
71.0	500 SQ YD.	Floting baffle curtain - 18 oz rubberized coated-material with UV rating 20 x 20 nylon per square inch for strength, no sewing- all seams heat sealed. Two (2) minimum 6" x 48" RPS foam float blocks installed per 20 LF (or less) of curtain. Float blocks will be installed in top of curtains and spaced with grommets in between each block. 1/4 inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from the edge of water. 5/16 inch stainless chain, heat sealed into bottom of curtain and extended out to each end to point of anchorage. Price will include all labor and materials for installation in pond as required.	\$ <u>10</u> PER SQ YD	\$ <u>5000</u>
72.0	2,000 LF	Wire mesh fencing - zinc coated (galvanized) iron or steel farm-field (woven wire) fencing. Fencing shall meet the requirements of ASTM A 116, Desing No. 1047-6-9, Zinc Coating Class 1. Where fencing is joined onto existing fence, Type FE-4-5 Oval Sleeve Wire Splices or equivalent splices will be used. Where fencing is attached to posts, 1 1/2 inch galvanized fence staples will be used. Price will include all labor and materials for installation on site, as required.	\$ <u>4</u> PER LF	\$ <u>8000</u>
73.0	2,000 LF	Fence posts / Bracing posts - all posts will be extreme/severe (minimum AWP A Use Category UC4B or CCA rating of .40 weather treated wood. Square posts will be a minimum of 4 inch x 4 inch. Round posts may be used provided that a minimum of 6 inch diameter is used. Where installed in the ground, posts will be installed a minimum depth of 3 feet with all fill compacted and extended above ground as directed. Price will include all labor and materials for installation on site, as required.	\$ <u>6</u> PER LF	\$ <u>12,000</u>
74.0	4 EA	Welded steel pipe gate. Gate will be constructed as per the attached specifications. Price will include all materials and labor for installation on-site in variable field conditions.	\$ <u>1500</u> PER EA	\$ <u>6000</u>
		TOTAL		\$ <u>1,288,050<sup>00</sup></u>

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

- NOTE:
1. All items must be bid and bid in unit measure specified in the quantity column.
  2. All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
  3. The quantities are applied for bidding purposes only, actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
  4. All equipment used must be in good operable condition and be readily available.
  5. All materials must have approval from a DEP representative.

BUYER CB-23		REQ. OR PO NO. DEP 15508	14
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION			

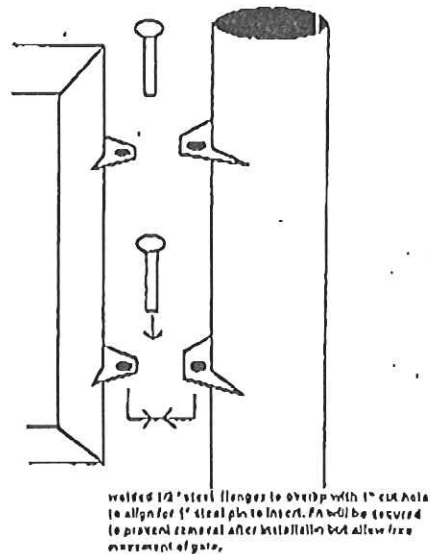
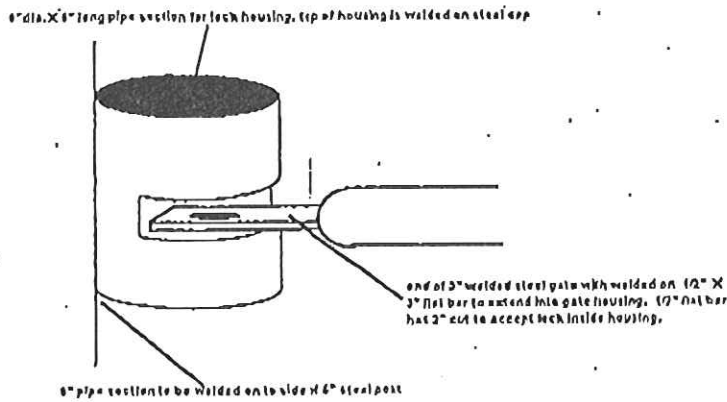
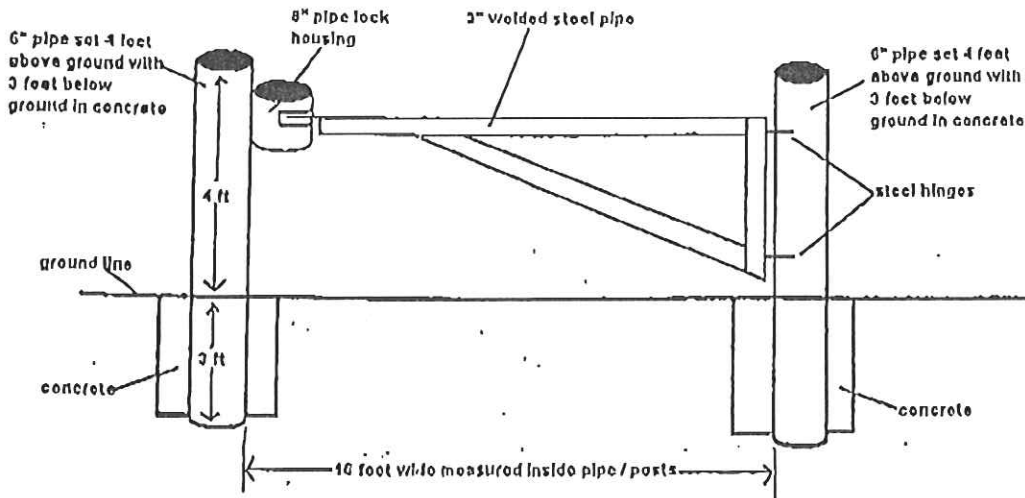
WV-36 STATE OF WEST VIRGINIA  
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VENDOR:

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6. Labor for operating equipment and installing materials shall be incidental to each item.
7. All pipe and fittings are delivered price.
8. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item per work directive.

WV-36a STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 ENDOR:

BUYER CB-23	REQ. OR PO NO DEP. 15508 15
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Steel pipe will be 1/4" wall thickness for all applications. Posts and housing will be capped with 1/4" welded on plates. Gates will be painted with rust prohibiting primer and finished with 2 full coats of heavy duty latex suitable for exterior metal applications.

OFFICE OF SPECIAL RECLAMATION	
STEEL PIPE GATE DESIGN	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:



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

STATE OF WV

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: Pres

Date: 9-15-11

Taken, subscribed and sworn to before me this 15 day of Sept 2011.

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.**

RFQ No. DEP 15508

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 than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentally established by a county or municipality; any separate corporation or instrumentally established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Aspen Corporation

Authorized Signature: [Signature] Date: 9-15-11

State of WV

County of Raf to-wit:

Taken, subscribed, and sworn to before me this 15th day of Sept 2011

My Commission expires 8-14 2015

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

