

Aspen Corporation

Daniels, WV 25832

2400 Ritter Drive

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

Request for Quotation DEP1466

DEP14661

ADDRESS:CORRESPONDENCE TO A TENTION OF CHUCK BOWMAN B04-558-2157

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

THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION DF 3-ACRE ABANDONED MINE PROJECT KNOWN AS THE "MILL HOLLOW COMPLEX" PROJECT LOCATED NEAR CEDAR GROVE, WEST VIRGINIA, (KANAMAHA CO.). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON CONFERENCE WILL RESULT IN BID DISQUALIFICATION. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER. DIRECTIONS TO PREBID: THE SITE IS LOCATED ALONG COUNTY ROUTE \$1 (KELLY CREEK ROAD) APPROXIMATELY 2 MILES NORTHEAST OF THE TOWN OF CEDAR GROVE. PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AMLER, 601 57TH ST., SE, CHARLESTON, WV 25304 PH. 304-926-0485 JPON PAYMENT OF \$15.00 NON-REPUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. 2009 JUL -2 Ph [2: 32 WHIRE AND ADMINIST SEED OF THE ST. SEED ON STANDARD ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED ORDER. 2009 JUL -2 Ph [2: 32 WESTERD AND ADMINIST SEED OR	DATEPRIN	ITED	ŒΙ	MS OF SAL	E	SHIP VIA		FOB	FREIGHTTERMS
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Aspen Corporation 2400 Ritter Drive

Daniels, WV 25832

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

Request for Quotation

REQ NUMBER DEP14661

CHUCK BOWMAN 304-558-2157

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

ADDRESS CORRESPONDENCE TO ATTENTION OF

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SIGNATURE O	nnie A	dkins	TELEPHONE 3/	14 763-4573 DATE	7-1-2009
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Aspen Corporation 2400 Ritter Drive

Daniels, WV 25832

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

Request for Quotation DEP1466

DEP14661

CHUCK BOWMAN 304-558-2157

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

ADDRESS CORRESPONDENCE TO ATTENTION OF

25304

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Aspen Corporation 2400 Ritter Drive

Daniels, WV 25832

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RFQ:NUMBER DEP14661

CHUCK BOWMAN 304-558-2157

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

ADDRESS CORRESPONDENCE TO ATTENTION OF

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Aspen Corporation

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Request for Quotation

DEP14661

ADDRESS:CORRESPONDENCE TO A ITENTION OF

CHUCK BOWMAN 1304-558-2157

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

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ADDRESS:CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS	,				SEEREV	ERSE SIDE FOR TERMS AND CON	IDITIONS	
IGNATURE DIMMEN Adkins TELEPHONE 763-4573 DATE 7-1-2009	SIGNATURE	mio	Ha	Kin	g>	TELEPHONE 30 CL	63-4572 DA	7-1-2009
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'	1/Les	NUNU	ב בימוכוומב				1	· · · · · · · · · · · · · · · · · · ·



Aspen Corporation 2400 Ritter Drive

Daniels, WV 25832

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

Request for Quotation DEP14661

DEP14661

ADDRESS CORRESPONDENCE TO A THEN TONION CHUCK BOWMAN 304-558-2157

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

25304

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B	FREIGHTTERMS
05/07/2009	,,,c.9(1),,E1,1110
BID OPENING DATE: 07/02/2009 BID OPENING TIME 01	:30PM
LINE QUANTITY UGP CAT TEMNUMBER UNIT PRICE	AMOUNT
ACCORDANCE WITH THE SECUFICATIONS PREPARED FOR THE	
RECLAMATION OF THE "MILL HOLLOW COMPLEX" PROJECT. SAID	
PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE	
AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE	
MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 11 DRAWINGS PREPARED BY MICHAEL BAKER JR., INC.	
(6) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN	
APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF	
VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED	
IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO	
THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF	,
APPLICATION FOR PAYMENT.	
(7) APPLICATION FOR PARTIAL PAYMENT:	
THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT	-
FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF	
PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF	
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FERCENT COMPLETED IF BASED OF ON A LUMP SOM.	Witness
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES	
FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT	
FURTHER ORDER.	
REV. 1/2005	ļ
PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS	
1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE	
PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW	
SIGNATURE Danie Adkins TELEPHONE 304-763-4573 DATE	7-1-2009
TITLE President FEIN 55-0627766-601 ADDRESS CHANGES T	



Request for Guotation DEP14661

DEP14661

CHUCK BOWMAN 304-558-2157

Aspen Corporation 2400 Ritter Drive Daniels, WV 25832

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

ADDRESS:CORRESPONDENCESTO/ATTENTION OF

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WHEN	KESPONI	DING IO	чгQ,	INSERT	NAME AND ADDRESS I	N SPACE ABOVE LABELE	D 'VENDOR'



Request for Quotation

DEP14661

ADDRESS CORRESEONDENCE TO ACTENTION OF

PAGE 9

CHUCK BOWMAN 304-558-2157

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

Aspen Corporation 2400 Ritter Drive Daniels, WV 25832

DATE PRINTED TERMS OF SALE SHIPVIA FO.B FREIGHTTERMS 05/07/2009 BID OPENING DATE: 07/02/2009 BID OPENING TIME 01:30PM LINE QUANTITY ITEM NUMBER UNITPRICE AMOUNT HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREAFER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION of this section mak be subject to civil penalties PURSUANT TO W. VA. 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., SEO., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS. SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304- 763-4573 55-0627766-001 ADDRESS CHANGES TO BE NOTED ABOVE

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



Aspen Corporation

Daniels, WV 25832

2400 Ritter Drive

Request for Quotation DEP14663

DEP14661

ADDRESS CORRESPONDENCE NO ATTENTION OF CHUCK BOWMAN 304-558-2157

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

DATE PRINT	ED TER	MS OF SALE	SHIP VIA	FØB.	FREIGHTTERMS
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Aspen Corporation

Daniels, WV 25832

2400 Ritter Drive

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

Request for Quotation DEP1466

DEP14661

ADDRESS:CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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

25304

DATEPRI	NTED TERMS OF SALE SHIP VIA	FOB:	FREIGHT TERMS
05/07 BID OPENING DATE			
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	SEND A COPY OF THE ADDENDUM TO THE ST WHICH THE CONTRACT IS ISSUED.	ATE AGENCY FOR	
	WHICH THE CONTRACT IS ISSUED.		
	(2) THE BUYER SHALL SEND THE ADDENDU	M TO ALL	
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****	OPENING DATE. ANY ADDENDUM SHOULD BE BUYER WITHIN FOURTEEN (14) DAYS PRIOR	RECEIVED BY THE	
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	(3) ALL ADDENDA SHOULD BE FORMALLY A	CKNOWLEDGED BY AL	***************************************
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HOOZHA

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston WW 25205 0120

Request for Quotation

DATE PRINTED TERMS OF SALE SHIP, VIA F.O.B. FREIGHT TERMS

DEP14661

PAGE 12

CHUCK BOWMAN
304-558-2157

Aspen Corporation 2400 Ritter Drive Daniels, WV 25832

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

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



Request for Quotation

CHUCK BOWMAN

ADDRESS CORRESPONDENCE TO ATTENTION OF 304-558-2157

Aspen Corporation 2400 Ritter Drive Daniels, WV 25832

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

DATE PRINTED TERMS OF SALE EREIGHT TERMS BID OPENING DATE: 2009 OPENING TIME LINE ITEM NUMBER UNITPRICE AMOUNT CHARLESTON, WV 25305-0130 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.: DEP14661 BID OPENING DATE: 07/02/2009 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 PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Joe KubiN SEE REVERSE SIDE FOR TERMS AND CONDITIONS 55-0627766-001 ADDRESS CHANGES TO BE NOTED ABOVE

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

Mill Hollow Complex

Contractor's Bid Sheet

Vendors Name: Aspen Cor	poration
-------------------------	----------

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		DESCRITION.		
1.0	1 L.S.	Mobilization and Demobilization		\$ 7,90000
		(Cannot exceed 10% of the Total Amount Bid)		
2.0	1 L.S.	Construction Layout Stakes		\$ 4,250 °°
	A 20121	(Cannot exceed 5% of the Total Amount Bid)		
3.0	1 L.S.	Quality Control (Cannot exceed 3% of the Total Amount Bid)		\$ 2,300 00
4.0	1 L.S.	Site Preparation (Cannot exceed 10% of the Total Amount Bid)		\$ 15,60000
5.0	500 L.F.	Sediment Control	4.00	\$ 2,000,00
6.0	2.7 Acres	Revegetation	21000	\$ 5,67000
7.0		Drainage Structures		
7.1	40 L.F.	Riprap Lined Channel - Type 1	4450	\$ 1,78000
7.2	220 L.F.	Riprap Lined Channel - Type 2	4500	\$ 9 900 00
7.3	8 Ea.	Riprap Apron	350 00	\$ 2 800 00
7.4	3 Ea.	Temporary Ford Crossing	2,20000	\$ 6,60000
9.0	J 13.	Mine Seals	· ·	
9.1	3 Ea.	Wet Mine Seal	6,80000	\$ 20,40000
9.2	240 L.F.	12-Inch SDR35 PVC Conveyance Pipe	3500	\$ 5,28000
9.3	25 50 lb Bags	Soda Ash Briquettes	35 00	\$ 187500
9.4	8 Ea.	Modified Bat Gate	9,10000	\$ 72,80000
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		TOTAL		\$ 156,155 00

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

AML CONTRACTOR INFORMATION FORM

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

Part A: General Information
Contractor Name: Aspen Cosposation Tax Payer ID No.: 55-0627766-00, Address: 2400 Bitter Drive City: Duniels State: UV Zip Code: 25832 Phone: 304-763-4573 Fax No.: 304 763-4591 E-mail address: dadkins @ aspen-gotf. Com
Part B: Legal Structure
(Orporation () Sole Proprietorship () Partnership () LLC () Other (please specify)
Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.
I, Donnie L. Ackins, have the express authority to certify that: (print name) Information on the attached Entity OFT from AVS is accurate, complete, and uptodate. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
Part of the information on the attached Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.
Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.
Date 1-1-2009 Signature Donnie Adkins Title President
IMPORTANT!

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

Part D.

Contractor Name:

Aspen Corporation

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

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

Name	Donnie Adkins	Position/Title 1 (esident
Address	2400 Ritter Drive	Telephone # 304-763-4573
	2400 Ritter Drive Daniels, UN 25832	50 % of Ownership Begin Date: 1982
Ending D	Pate: N/A	
	• • •	Position/Title Vice President, Secretary a Treasure
Name	Konnie Hakin	Tribulane # 3r 11 71 2 115 22
Address	K400 Mitter Drive	50 0/ of Ourseashin Bogin Date:
	Ronnie Adkins 2400 Ritter Drive Daniels, wr 25832	Telephone # 304-7163-4573 So % of Ownership Begin Date: - 1983-
		Ending Date: N/A
•		
Name		Position/Title.
Address		Telephone #
		% of Ownership
Begin Da	ate:	Ending Date:
Name		Position/Title
Address	•	Telephone #
1 1441 000		% of Ownership Begin Date:
*******	Ending D	Date:
	namentonic project	rion of a tement

D.

PAPERWORK REDUCTION STATEMENT

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

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 S1B, Constitution Ave., NW, Washington, D.C. 20246.

Agency DEP	•
Agency DEP REQ.P.O#14661 · ~	
Cid pag	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That	t we, the undersigned, <u>Aspen Corporation</u>
of 2400 Pitter Drive Daniel	s, WV 25832 as Principal, and <u>Cincinnati Insurance</u> Company
of 6200 S. Gilmore Rd. Fairfield O	hio _ a corporation organized and existing under the laws of the State of
with its principal office in the City of E	airfield as Surety, are held and firmly bound unto the State
of West Virginia as Obligee, in the penal sum of 5 %	of bid (\$) for the payment of which,
well and truly to be made, we jointly and severally bind o	ourselves, our heirs, administrators, executors, successors and assigns.
The Condition of the chave philastian is such th	nat whereas the Principal has submitted to the Purchasing Section of the
Title Collaboration a cartain bid or proposal	attached hereto and made a part hereof, to enter into a contract in writing for
•	
DFP#_14661	
NOW THEREFORE,	
(a) If said bid shall be rejected, or(b) If said bid shall be accepted and the Princi	pal shall enter into a contract in accordance with the bid or proposal attached
a	required by the bid or proposal, and shall in all other respects perform the his obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed t	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 sta	ted.
y''	lates and agrees that the obligations of said Surety and its bond shall be in no
The Surety, for the value received, hereby sup-	Which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.	
ALLERT AND URICIPEDE Dringing and Surphy	have hereunto set their hands and seals, and such of them as are corporations
IN WITNESS VALENCOP, Principal and Solety	and these presents to be signed by their proper officers, this
) and these presents to be signed by their proper officers, the
1st day of July 20 <u>09</u>	
	Aspen Corporation
Principal Corporate Seal	(Name of Principal)
	By (Must be President or
	Vice President)
	Vice President
	(Title)
	Cincinnati Insurance Company
Surety Corporate Seat	(Name of Surety)
	1
	Human I had been
	SMUNUM HVILLY JOL
	Attoméy-in-Fag() // Brenda Snuffer
and the standard was the standard was the standard to the stan	need in West Virginia to transact surefy insurance. Raised comporate seals

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

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

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.

CORPORATE SEAL

STATE OF OHIO COUNTY OF BUTLER

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

) ss:

MARK J. HÜLLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO

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

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

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

this

1st

day of July, 2009

Georgian J. Secretary

BN-1005 (10/08)

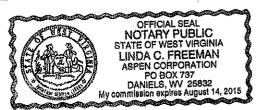


State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF West Virginia
COUNTY OF Raleigh, TO-WIT:
I, <u>Domie Adkins</u> , 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 (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: Simmie Adkins
Title: <u>President</u>
Date:
Taken, subscribed and sworn to before me this 1st day of Ill 2009.
Pyrtopiomissique Profice 8-14-2015
STATE OF WEST VIRGINIA LINDA C. FREEMAN ASPEN CORPORATION PO BOX 737 PO BOX 737
DANIELS, WV 25832 My commission expires August 14, 2015 (Notary Public)
THIS ASSETDANT MUST BE SUBMITTED WITH THE BID IN ORDER TO

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.

Rev March 2009



STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name:	Hopen	Corporati	on		
Authorized Signature:	MMM	io Adkino	Date:	7-1-2009	
Purchasing Affidavit (Revised 0	1/01/09)			7	



MOCKER

SIGNATURE

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

Aspen Corporation 2400 Ritter Drive

Daniels, WV 25832

Request for Quotation

DEP14661

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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

ADDRESS CHANGES TO BE NOTED ABOVE

ISSES!								25504		5U4-	926-0499
			350-353-55		**********	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***************************************				
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7766-001

DEP14661 Mill Hollow Complex Addendum # 1

Item 1: The contractor will have 90 days from the date of the Notice to Proceed to complete Construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

- Item 2: Q) Can we use a temporary bridge, rather than the proposed ford crossings?
 - A) The contractor must bid on the specific items listed on the bid sheet, including "Temporary Ford Crossing".
- Item 3: Q) Will all the bat gates be "modified" bat gates, or will some have "typical" bat gates?
 - A) All the bat gates will be the "modified" version. See Plan Sheet 8 for details. The detail for the "Typical Bat Gate" will not apply to this project.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Req. # : Project :	DEP14661 Mill Hollow Complex	Pre-Bid Date: Bid Opening Date:	6/2/2009 7/2/2009
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Name:	Brad Wisman	Name:	DAUID N. BEWMAN
Company:	WISEMAN EXCAVATING	Company:	GRIZN MOUNIAING
Address:	RTI BOX 190 LIBERTY	Address:	511 Soth STLEET
•	25124		Chas ou 25300
Phone #:	304586-3736	Phone #:	3049250255
Fax #:	304 586-7736	Fax #:	304 925 9230
Email:		Email:	SodyMayotoe. Con
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Name:	BARRIE F. FOSTER	Name:	KOBEIT BANNES
Company:	EACLE CONTRACTORS	Company:	BANES EXC. IRC.
Address:	1721 WINFIGUR RUMS	Address:	P.O. BOX 13384
•	WINFIELD WY25213		Sissorville Warss.
Phone #:	<u> 304-552- 7781</u>	Phone #:	304-984-1725
Fax#:	304-755-3150	Fax #:	304-984-0074
Email:		Email:	**************************************
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Name:	Git, HERNAUN	Name:	Mikz Mobey
Company:	Collier Buildings Ottentia	Company:	Boby Executing LLC
Address:	3406 COREY GRESS KOLI	Address:	RT 1130x 393A
	- ATwoods WV 26621		Lumbrajies Two 26386
Phone #:	304-765-35 21	Phone #:	<u>(301) 78'3-449/</u>
Fax #:	SAME	Fax #:	(3011) 783" 4491
Email:	olling Building a Alugher NET	Email:	Section 1.
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Name:	BRIAN BERNATOWICZ	Name:	DASIL CARPENTER
Company:	COWETEL UP WE	Company:	BASIL CHAPENTER EX 2
Address:	P.O. BOX 943	Address:	333 A Call RD
	STAPSON, WU, 26435	₽ • •	Chas WV 25312
Phone #:	304-739-4397	Company: Address: Phone #:	(304) 984 596-1601
Fax #:		Fax #:	(304) 984-3528
Email:	6 Prans 6 F KNA TO ETT & PHYCOCOM	Emall:	***************************************
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MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PLEASE PRINT LEGIBLY

Address: Charleston W Address: 1119 Jefferson Rd Sp. Chas-W. 253 Phone #: 304 414 0255 Phone #: 744 0590 Fax #: 746 5203 Email: 9 Mar Kersons Par	3D9 4Svr
Company: Eastern Arrow Company: Crarcit R-Markers Address: Charleston W Address: 1119 Jefferson Rd Sp. Char-W. 253 Phone #: 744 0255 Fax #: Fax #: T46 5203 Email: Genar Kersons Pace	*
Company: Eastern Arrow Company: Crarcit R-Markers Address: Charleston W Address: 1119 Jefferson Rd Sp. Char-W. 253 Phone #: 744 0255 Fax #: Fax #: T46 5203 Email: Genar Kersons Pace	*
Company: Eastern Arrow Company: Charles Markers Address: Charleston W Address: 119 Jefferson Rd So. Charleston W So. Charles W. 253 Phone #: 744 0590 Fax #: 746 5203 Email: Genarkersons Page	*
Address: Charleston W Address: 119 Jefferson Rd Sp. Char-WV 253 Phone #: 304 414 0255 Phone #: 744 0590 Fax #: 746 5203 Email: 9 Mar Kersons Pace	3D9 3D9
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Company: Carpenter Reclaration Company: FC and Smo Exe	carrel
Address: POBX 13015 Address: POBOX 7B Calldull	<i>*</i>
5+55001/1/2 WU 24925.	
Phone #: 304-984-1115 Phone #: 34-445-5373	
Fax#: Fax#: 304-645-5396	6
Email: Email:	
Name: Drug ViwcExt Name: Colle Parley	
TO U. W Company DATEDA FROND (**	
Company: BreakAway Inc. Company: ASPENCEDEP	
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Address: 1075 Old Tampike Rd Address: ZHOZ RITTER DR Saffer, W 26601	
Address: 2000 RITTER DR Salten, w 26601 Phone #: 765-5317 Phone #: 304-763-457	
Address: 1075 01d Tampike 17d Address: 2400 RITTER DR Salten, w/ 26601 Phone #: 765-5317 Fax #: 365-5389 Pax #: 365-5389	
Address: 1075 0/d Tampike Rd Address: 2400 RITTER DR Salten, W 26661 Phone #: 765-5317 Fax #: 765-5389 Email: Email: 1bolur@aspen-golf	
Address: 1075 01d Tampike Rd Salten w 26601 Phone #: 765-5317 Phone #: 304-763-457 Fax #: 365-5389 Email: Ibolu@aspen-golf	73
Address: 1075 0/d Tampike Rd Saffer, W 26661 Phone #: 765-5317 Phone #: 304-763-457 Fax #: 364-763-4591 Email: Ibalune as pen-golf Name: GARY long Name:	73
Address: 1075 01d Tampike Rd Sallen, W 26601 Phone #: 765-5317 Phone #: 304-763-457 Fax #: 364-763-4591 Email: Ibalene as pen-golf Name: GARY long Name: Company: McGarl & Soir Coast Company: Company:	73
Address: 1075 Old Tampike Rd Salten, W 26661 Phone #: 765-5317 Phone #: 304-763-457 Fax #: 765-5389 Email: 1boline as pungolf Name: GARY long Name: Company: McOurl & Soir Coast: Company: Address: 2790 Centralia Rd Address: Address:	73
Address: 1075 Old Tampite Rd Address: 2400 RITTER DR Salten, WY 26601 Phone #: 765-5317 Phone #: 304-763-457 Fax #: 304-763-4591 Email: Email: Ibolin Paspen-golf Name: GARY Long Company: Address: 2790 Centralia Rd Address: Sitton WW 26601	73
Address: 1675 Old Tampike Rd Salten, W 26661 Phone #: 765-5317 Phone #: 304-763-457 Fax #: 304-763-457 Email: Ibaline as punged Name: GARY long Name: Company: McCorl & Soir Coast Company: Address: 3790 Centralia Rd Salten W 26601 Phone #: 364 765-5288 Phone #: Phone #:	73
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Phone: 304-763-4573, Fax: 304-763-4591

TRANSMITTAL

DATE: 7-	2-2009
DELIVERY	ADDRESS: VIA: HAND DELIVERED
Department	of Administration
	ing Division, Bldg. 15
	ngton Street East
Charleston,	
Phone: 304-	558-2157
FROM: L	inda Freeman (Per Joe Kubin)
	DESCRIPTION
1	Completed Sealed Bid – RFQ DEP14661 "Mill Hollow
WWW.	Complex" Project
	Including Bid Bond
These are tra	nsmitted as checked below:
For Review_	X For Your ApprovalX
For Your Us	eX As Requested By: RFQ Instructions

www.aspen-golf.com

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