

2400 Ritter Drive Daniels, WV 25832

PH: 304-763-4573 Fax: 304-763-4591 www.aspen-golf.com

### Aspen Corporation



To:	Chuck Bowman		r-rom:	Linda C, Freeman	-T)	D
	Department of Adminis	tration			NOISIA	$\dot{\odot}$
	Purchasing Division, Bu	ilding #15			2	ω -0
	2019 Washington Street	t, East			ត	
	Charleston, WV 25305	0130				
Fax:	304-558-3970		Pages:	24		
Phone:	304-558-2157		Date:	8-18-2011		
Re:	HAZY CREEK PORTA	L PROJECT	CC:	File		
☐ Urgent ☐ For Review		□ Please Con	nment	☐ Please Reply	□ Please Re	ecycle
• Com	ments:					
Buye	r:	CB-23				
RFQ. NO.		DEP15496				
Bid Opening Date:		August 10 1	2011			
Bid C	pening Date:	August 18, 2	2011			

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;304-763-4591

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

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### DEP15496 Hazy Creek (Sprouse) Portal Addendum # 1

Item 1: The contractor will have 60 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 60 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

Item 2: Q: Is the existing stream crossing ok to use?

A: Yes. The crossing is an existing ford. However, it should not be modified and no material should be placed below the ordinary high water mark.

Item 3: Q: Do you know how deep the soil is in the borrow areas?

A: No drilling was performed. However, it is anticipated that adequate soil material can be obtained from the potential borrow area. The contractor has the option to utilize off-site borrow areas, as per the project specifications.



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304-558-2157	

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304-763-4573 ASPEN CORPORATION 2400 RITTER DR

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

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\*709052150 304-763-4573 ASPEN CORPORATION -2400 RITTER DR 25832 DANIELS WV

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CHUCK BOWMAN

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

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

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CHUCK BOWMAN 304-558-2157

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

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

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### Request for PRONUMBER Quotation

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DEP15496

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ADDRESS CORRESPONDENCE TO A MENTION OF CHUCK BOWMAN 304-558-2157

\*709052150 304-763-4573 ASPEN CORPORATION 2400 RITTER DR DANIELS WV 25832

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

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DANIELS WV

ASPEN CORPORATION

2400 RITTER DR



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State of West Virginia
Department of Administration

Guotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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304-763-4573

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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

304-763-4573

### Request for Quotation

**DEP15496** 

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CHUCK BOWMAN 304-558-2157

¥709052150 ASPEN CORPORATION 2400 RITTER DR

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# Hazy Creek (Sprouse) Portal DEP15496

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Contractor's Bid Sheet

Company Name:	ASPEN CORPORATION	
Address	2400 RITTER DRIVE, DANIELS, WV 25832	

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

Item No.	Quantity	Unit	Description	Ų	Init Price		Amount
1.0	1	LS	Mobilization & Demobilization (Lump Sum) (Cannot exceed	_	LS	\$	6,700.00
			exceed 10%				
2.0	1	LS	Construction Layout Stakes (Lump Sum) (Cannot		LS	\$	3,200.00
			exceed 5%				2 500 00
3.0	1	LS	Quality Control (Lump Sum) (Cannot exceed 3%)	1	LS	\$	2,600.00
4.0	1	LS	Site Preparation (Lump Sum) (Cannot exceed 10%)	_	LS	\$	7,800.00
5.0			Erosion and Sediment Control			_	
5.1	1	EA	Stone Construction Entrance	\$	3,650.00	\$	3,650.00
5.2	362	LF	Silt Fence	\$	5.50	\$	1,991.00
5.3	420	LF	Super Silt Fence	5	11.00	\$	4,620.00
5.4	850	SY	Erosion Control Matting	\$	4.25	\$	3,612.50
5.5	604	LF	Wattles	\$	8.25	\$	4,983.00
6.0	3.3	AC	Revegetation	\$	2,300.00	\$	7,590.00
7.0			Drainage Structures				
7.1	139	SY	Rip-Rap Stream Bank Protection	\$	60.00	\$	8,340.00
7.2	1	ÉA	Rip-Rap "Vee" Channel Road Crossing	\$	3,775.00	\$	3,775.00
7.3	13	LF	Rip-Rap Channel	\$	35.00	\$	455.00
7.4	24	LF	Temporary 36 inch pipe	\$	74.00	\$	1,776.00
8,1	1,434	CY	Unclassified Excavation	\$	5.00	\$	7,170.00
8.2	0.5	AC	Soil Cover	\$	11,000.00	\$	5,500.00
10.0			Sub-Surface Drains				
10.1	134	LF	Underdrain A	\$	28.00	\$	3,752.00
10.2	382	LF	Underdrain B	\$	30.00	\$	11,460.00
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			TOTAL			\$	88,974.50

OMB #1029-0119 Expiration Date: 1/31/13

### AML CONTRACTOR INFORMATION FORM

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

Part A: General Information
Business Name: Aspen Coloration Tax Payer ID No.: 55-0627766-00, Address: 2400 Ritter Drive Zip Code: 25832 Phone: 304-763-4573  City: Daniels State: WY Zip Code: 25832 Phone: 304-763-4573  Fax No.: 304-763-4591 E-mail address: dadkins @ aspen-gulf. Con
Part B: Legal Structure
( Corporation ( ) Sole Proprietorship ( ) Partnership ( ) LLC ( ) Other (please specify)
Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.
I, Donnie Adving, have the express authority to certify that:  (print name)
1Information on the attached Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
2. Part of the information on the attached Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
Our business 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.  8-19-2011  Signature  Title
Date Signature Title

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 from the AVS website at https://avss.osmre.gov.



Parent Entity
(248573) Aspen Corporation

# All OFT's where the selected entity is listed as an entity or related entity Entity Selected (248573) Aspen Corporation

Description	Related Entity	% Ownership	Begin Date	End Oate
Shareholder	(248574) Donnie L Adkins	50%	1/1/1982	
President	(248574) Donnie L Adklus		1/1/1982	
Shareholder	(248575) Ronnie L Adkins	50%	1/1/1982	
Vice President	(248575) Ronnie L Adkins		1/1/1982	
Secretary	(248575) Ronnie L Adkins		1/1/1982	
Toyaquer	(248575) Rounie L Adkins		1/1/1982	

	Agency <u>DEP15496</u> REQ.P.O#
BID BON	D
of 6200 S Gilmore Rd, Fairfield, CH a corpor	2 as Principal, and Cincinnati Insurance ation organized and existing under the laws of the State of, as Surety, are held and firmly bound unto the State  (\$ 5% of bid ) for the payment of which,
The Condition of the above obligation is such that whereas the Pi Department of Administration a certain bid or proposal, attached hereto an Reclamation of a 3.3 acre abandoned mine pr Creek (Sprouse) Portal Project located near County)	d made a part hereof, to onter into a contract in writing for oject known as the "Hazy
NOW THEREFORE,  (a) If said bid shall be rejected, or  (b) If said bid shall be accepted and the Principal shall enter into a hereto and shall fumish any other bonds and insurance required by the bid of agreement created by the acceptance of said bid, then this obligation shall be force and offect. It is expressly understood and agreed that the itability of the exceed the penal amount of this obligation as herein stated.  The Surety, for the value received, hereby stipulates and agrees the way impaired or affected by any extension of the time within which the Obligation and notice of any such extension.	or proposal, and shall in all other respects perform the . se null and void, otherwise this obligation shall remain in full se Surety for any and all dalms hereunder shall, in no event, at the obligations of said Surety and its bond shall be in no
IN WITNESS WHEREOF, Principal and Surety have hereunto set the lave caused their corporate seals to be affixed hereunto and these presents to say of August 20 11, rincipal Corporate Seal	
Bly Corporate Seal	Cincinnati Insurance Company (Name of Surety)  Bunda K Myus  Attomey-In-Fact

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

### THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

### POWER OF ATTORNEY

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

Jim Songer, II; William Steven Cochran and/or Brenda K. Myers

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 uffix the corporate scal; 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 scaled 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.

CORPORAT SEA

STATE OF OHIO COUNTY OF BUTLER THE CINCINNATI INSURANCE COMPANY

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 heroin, and acknowledged that the scal 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



) ss:

MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration

date. Section 147.03 O.R.C.

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

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

this

18th

day of August

2011 '

Greggy Secretary

CORPORATE



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

STATE OF West Virginia
COUNTY OF Raleigh TO-WIT:
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 <b>West Virginia Code</b> §21-1D-5.
The above statements are sworn to under the penalty of perjury.
Aspen Corporation (Company Name)
By: Donnie Adkins
Title: Pratident
Date: 8-18-2011
Taken, subscribed and sworn to before me this 18th day of August 2011
14. 201
By Compare the same
MOITANGOROL CHANGES, W. 25832 DANIELS, W. 25832 DANIELS, W. 25832 DANIELS, W. 25832 DANIELS, W. 25832 DANIELS, W. 25832
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A SET DAVIT WITH THE BID SHACE WELL IN DISQUALIFICATION OF
THE BID.  STATE OF WEST VIRGINIA LINDA C. FREEMAN ASPEN CORPORATION ASPEN CORPORATION
DANIELS, WV 25832 My commission expires August 14, 2015

REQ NO. DEP 15496

### STATE OF WEST VIRGINIA Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

### WITNESS THE FOLLOWING SIGNATURE ASDER CORPORATION Authorized Signature: \_\_ State of Taken, subscribed, and sworn to before me this 18 day of \_\_\_\_ 8-14,20/5. My Commission expires AFFIX SEAL HERE OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA LINDA C. FREEMAN ASPEN CORPORATION DO BOX 201

DANIELS, WV 25832 My commission expires August 14, 2015