

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

State of West Virginia **Purchase Order**

Order Date: 12-10-2021

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CPO 0313 0313 DEP2200000004 1	Procurement Folder:	972552
Document Name:	Kingwood Landfill Emergency Leachate Hauling	Reason for Modification:	
Document Description:	Kingwood Landfill Emergency Leachate Hauling		
Procurement Type:	Central Purchase Order		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2021-03-03
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-05-26

		VENDOR			DEPARTMENT CONTACT
HECK	or Customer Code: (MANN WATER RESC ? VETERANS MEMOR			Requestor Name: Requestor Phone: Requestor Email:	Jessica S Chambers 304-926-0499 jessica.s.chambers@wv.gov
US Vendo	ONTOWN or Contact Phone:	999-999-9999 Extensi	26542 on:	22	
	Discount Allowed	Discount Percentage	Discount Days	FILE LOCA	TION
#1	No	0.0000	30		
#2	Not Entered				
#3	Not Entered			_	
#4	Not Entered				

IN IN	INVOICE TO		SHIP TO
(304) 926-0499 ENVIRONMENTAL PROTECTION		STATE OF WEST VIRGINIA	
LANDFILL CLOSURE ASSISTANC	E PROGRAM	JOBSITE - SEE SPECIFICAT	TIONS
601 57TH ST SE			
CHARLESTON	WV 25304	No City	WV 99999
us		us	

12-14-21

Purchasing Division's File Copy

\$12,023.73 **Total Order Amount:**

PURCHASING DIVISION AUTHORIZATION

DATE: Lunda Harper 12/14/21

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

ELECTRONIC SIGNATURE ON FILE

DATE Bevely Tolk 12-15-21

ELECTRONIC SIGNATURE ON FILE

Order Number: CPO 0313 0313 DEP2200000004 1 Date Printed: Dec 10, 2021

Page: 1

FORM ID: WV-PRC-CPO-002 2020/05

Extended Description:

Emergency Purchase Order

Emergency Leachate Hauling From The Kingwood Landfill To The City Of Kingwood Wastewater Treatment Plant.

This Purchase Order constitutes acceptance of Contract made by and between the State of West Virginia by the Purchasing Director for the Agency, The West Virginia Department of Environmental Protection and the Vendor: Heckmann Water Resources CVR Inc of Masontown, WV for the Kingwood Leachate Hauling Emergency Project.

Service beginning 03/03/2021 and extending until 05/26/2021 all in accordance with the attached vendor's proposal dated 02/22/2021.

Schedule of payment: \$12,023.73

Execution of this agreement by the Purchasing Director or their designee constitutes acceptance by those parties of the Terms and Conditions contained in the attached contract documents and binds the vendor whose signature appears therein to said Terms and Conditions.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	76121502	267194.00000	GL	0.045000	12023.73
Service From	Service To	Manufacturer		Model No	
2021-03-03	2021-05-26				

Commodity Line Description:

Leachate collection or processing or disposal

Extended Description:

267,194 gallons hauled

\$0.045 per gallon hauled 267,194 * \$0.045 = \$12,023.73

Date Printed: Dec 10, 2021 Order Number: CPO 0313 0313 DEP2200000004 1 Page: 2 FORM ID: WV-PRC-CPO-002 2020/05

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- **2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- **2.1. "Agency"** or "**Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- **2.2. "Bid"** or **"Proposal"** means the vendors submitted response to this solicitation.
- **2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- **2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- **2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- **2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- **2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.9. "Vendor"** or "**Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
☐ Term Contract
Initial Contract Term: This Contract becomes effective on and the initial contract term extends until
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attached Emergency Purchase Order Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked. Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced. 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below. Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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. Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith. Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith. One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office. **6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract. 7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below. BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § $\overline{5-22-1}$ (c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid. PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
☐ MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is

Revised 07/01/2021

listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

I Commercial General Liability Insurance in at least an amount of: 1,000,000 per

Commercial General Liability Insurance in at least an amount of: 1,000,000 occurrence.) per
Automobile Liability Insurance in at least an amount of: 1,000,000 per	r occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amount per occurrence. Notwithstanding the forgoing, Vendor's are no list the State as an additional insured for this type of policy.	
Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.	
Cyber Liability Insurance in an amount of: per	occurrence.
☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contract	ct.
Pollution Insurance in an amount of: per occurrence.	
Aircraft Liability in an amount of: per occurrence.	

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

not limit the State or Ag	MAGES: This clause shall in no way be concerney's right to pursue any other available are amount specified below or as described	remedy. Vendor shall pay
	for	
Liquidated Dar	mages Contained in the Specifications.	
Liquidated Dar	mages Are Not Included in this Contract.	

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

- **16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- **18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- **20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.
- **22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
 - **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- **24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- **38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the

- following reports identified by a checked box below:

 Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

 Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.
- **40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
- **41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- 2. 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.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

- 43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- **44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- **45. VOID CONTRACT CLAUSES** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract. Laworth & Da III -(Name, Title) Larry Giles III, Manager (Printed Name and Title) 11942 Veterans Memorial Highway (Address) Masontówn, WV 25642 (Phone Number) / (Fax Number) (412) 474-3854 / (412) 246-9605 (email address) **CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration. By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law. Heckman Water Resources (dba) Nuverra Environmental Solutions (Authorized Signature) (Representative Name, Title) Larry Giles III, Manager (Printed Name and Title of Authorized Representative) 8-31-2021

412) 474-3854 / (412) 246-9605

(Phone Number) (Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)	
☐ Addendum No. 2 ☐ Addendum No. 3 ☐ Addendum No. 3 ☐ Addendum No. 4	ndum No. 6 ndum No. 7 ndum No. 8 dum No. 9 ndum No. 10
I understand that failure to confirm the receipt of addend I further understand that any verbal representation made discussion held between Vendor's representatives and a the information issued in writing and added to the speci- binding.	or assumed to be made during any oral ny state personnel is not binding. Only
Heckman Water Resources (dba) Nuverra Envir	onmental Solutions
Jang W. De III	
Authorized Signature	
8-31-2021	
Date	

NOTE: This addendum acknowledgement should be submitted with the bid to expedite

Revised 07/01/2021

document processing.

Guynn, Catherine N

From:

Bealko, Rob < rob.bealko@nuverra.com>

Sent:

Monday, February 22, 2021 3:22 PM

To:

Guynn, Catherine N

Subject:

Re: Nuverra Environmental Solution - City of Kingwood Landfill Emergency Hauling

Request for Bid

Attachments:

image001.jpg

Cathy,

We over looked something and we would like to change our first bid price of 5. cents per gallon (\$0.050 * 35,000 = \$1,750.00) to 4.5 cents per gallon (\$0.045 * 35,000 = \$1,575).

Regards,

Rob

On Feb 22, 2021, at 1:26 PM, Bealko, Rob < rob.bealko@nuverra.com > wrote:

Good Afternoon Cathy,

Nuverra Environmental Solution/HWR (Nuverra) is pleased to submit the following pricing for the City of Kingwood's Landfill Emergency Hauling Request. If we are the winning bid we can get started on the snow removal first thing tomorrow.

Snow Removal

One (1) initial snow removal will be a set price of \$2000.00/occurrence with 3 additional occurrences for flat rate of: \$400.00 per occurrence. The 3 additional occurrences must be approved by the LCAP Project Manager.

Nuverra's submitted quote only for the leachate hauling.

Leachate Hauling Cost:

Leachate hauling will be Price / Gallon 5. cents per gallon (\$0.050 * 35,000 = \$1,750.00)

If you all have any question please feel free to contact me on my cell number below.

Regards,

Rob Bealko | Director – Utica Saltwater Disposal Operations
O: 304.433.8735 | M: 304.282.8814 | F: 304.291.8231 | rob.bealko@nuverra.com

Shale Solutions | 11942 Veterans Memorial Hwy, Masontown, WV 26542

<image001.jpg>

We put our energy behind sustainability.™

Confidentiality Note: This e-mail message and any attachments to it are intended only for the named recipients and may contain confidential information. If you are not one of the intended recipients, please do not duplicate or forward this e-mail message and immediately delete it from your computer.



west virginia department of environmental protection

Division of Land Restoration Landfill Closure Assistance Program 601 57th Street, SE Charleston, WV 25304 (304) 926-0499 Harold D. Ward, Cabinet Secretary dep.wv.gov

TO:

Jessica Chambers,

DEP Procurement Manager

FROM:

Catherine Guynn

(tickour Linger

LCAP Program Manager

DATE:

December 7, 2021

RE:

CPO DEP2200000004 Kingwood Landfill Emergency Hauling

Discrepancy in Hauling Logs

At the commencement of the emergency leachate hauling from the Kingwood Landfill to the City of Kingwood Wastewater Treatment Plant on March 3, 2021, Nuverra Environmental Solutions, Inc. began using the newly installed communication system to keep track of the gallons of leachate drained from the aboveground leachate tank during each trip to the wastewater treatment plant.

However, from the onset on March 3, 2021, the leachate hauler noticed that the communication system flow meter was producing readings that were approximately 1,900 to 2,000 gallons lower than the flow meter that is installed on Nuverra's tanker truck. Nuverra's Disposal Operations Manager called the Vendor that installed the communication system and spoke with the Project Engineer who oversaw the installation of the communication system. After discussions with the manufacturer of the communication system and guidance from their technical support, the Project Engineer thought that the low readings by the flow meter had been resolved.

On March 4, the communication system's flow meter was again producing readings that were approximately 1,500 to 2,000 gallons lower than the tanker truck's flow meter. After experiencing a second day of flow readings that did not match up, the decision was made by myself to use the flow meter install on Nuverra's tanker truck until the communication system could be repaired.

Therefore, for March 3, 2021 and March 4, 2021, the City of Kingwood Wastewater Treatment Plant activity log will be used as backup documentation.

Guynn, Catherine N

From:

Bealko, Rob < rob.bealko@nuverra.com>

Sent:

Friday, March 5, 2021 11:40 AM

To:

Tristan Rosier

Cc:

Guynn, Catherine N

Subject:

[External] RE: [EXTERNAL SENDER] RE: [External] meter issues at City of Kingwood

Landfill Emergency Hauling

CAUTION: External email. Do not click links or open attachments unless you verify sender.

Maybe if possible, moving the meter might help to somewhere in the flow line. I think that where its placed so has a lot to do with it. Being so close to the hose connection.

From: Tristan Rosier [mailto:tristan.rosier@monvalleyintegration.com] Sent: Friday, March 5, 2021 11:22 AM

To: Bealko, Rob

Cc: Guynn, Catherine N

Subject: RE: [EXTERNAL SENDER] RE: [External] meter issues at City of Kingwood Landfill Emergency Hauling

Rob,

I'm working with our distributor and the manufacturer, they are doing some research on this problem and are hoping to have some answers later today. I sent Johnny a text letting him know not to expect me on site today after all. I'll keep you all posted.

Thank you,

Tristan Rosier

Mon Valley Integration

Project Engineer

206 Distributor Drive Morgantown, WV 26501 (304) 483 4944 | Mobile monvallevintegration.com

From: Tristan Rosier

Sent: Friday, March 5, 2021 8:03 AM

To: 'Bealko, Rob' <rob.bealko@nuverra.com>

Cc: Guynn, Catherine N < Catherine.N.Guynn@wv.gov>; McCoy, David B < David.B.McCoy@wv.gov>; Sheena Moore (sheena.r.moore@wv.gov) <sheena.r.moore@wv.gov>; Morgan Batton <morgan.batton@monvallevintegration.com>;

'Bob Bendzsuk' <bob.bendzsuk@monvalleyintegration.com>; 'Shawn Konya'

<shawn.konya@monvallevintegration.com>

Subject: RE: [EXTERNAL SENDER] RE: [External] meter issues at City of Kingwood Landfill Emergency Hauling

Rob/Cathy,

I worked with Johnny yesterday morning to check the site flowmeter against the truck flowmeter/capacity. I observed what you all found on March 3, the flow on the first haul was about 1900-2000 gallons low according to the site meter. I called the manufacturer tech support and they gave me some things to check. I found a small wire in the flowmeter head unit had to be swapped to another terminal. I thought this fixed the issue, as Johnny and I both saw the flowmeter match what his truck was reading.

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The highlighted value above was the water haul where the systems were synced up. The system then shows the next three hauls all read low (on the PLC side), and you saw a high reading on the actual flowmeter. There must be something I'm missing on this. I'm going to go out on site today and do a factory reset on the meter. We'll get this figured out, and I appreciate your patience.

Thank you,

Tristan Rosier

Mon Valley Integration

Project Engineer

206 Distributor Drive Morgantown, WV 26501 (304) 483 4944 | Mobile monvalleyintegration.com

From: Bealko, Rob < rob.bealko@nuverra.com > Sent: Thursday, March 4, 2021 10:34 AM

To: Tristan Rosier < tristan.rosier@monvalleyintegration.com ce: Guynn, Catherine N < Catherine.N.Guynn@wv.gov centerine.N.Guynn@wv.gov centerine.Cen

Subject: RE: [EXTERNAL SENDER] RE: [External] meter issues at City of Kingwood Landfill Emergency Hauling

Good Morning Tristan.

Would you be able to send us a summary of your findings from this morning.

Regards,

Rob.

From: Tristan Rosier [mailto:tristan.rosier@monvalleyintegration.com]

Sent: Wednesday, March 3, 2021 1:56 PM

To: Bealko, Rob

Cc: Guynn, Catherine N

Subject: RE: [EXTERNAL SENDER] RE: [External] meter issues at City of Kingwood Landfill Emergency Hauling

Ok I'll see you all tomorrow morning.

Thank you,

Tristan Rosier

Mon Valley Integration Project Engineer

206 Distributor Drive Morgantown, WV 26501 (304) 483 4944 | Mobile monvalleyintegration.com

From: Bealko, Rob < rob.bealko@nuverra.com > Sent: Wednesday, March 3, 2021 1:51 PM

To: Tristan Rosier < tristan Rosier < tristan Rosier < tristan.rosier@monvalleyintegration.com>

Cc: Guynn, Catherine N < Catherine.N.Guynn@wv.gov>

Subject: Re: [EXTERNAL SENDER] RE: [External] meter issues at City of Kingwood Landfill Emergency Hauling

7am.

Regards, Rob

On Mar 3, 2021, at 1:47 PM, Tristan Rosier < tristan.rosier@monvalleyintegration.com wrote:

I can be out in the morning, what time do you guys get started?

Thank you,

Tristan Rosier

Mon Valley Integration

Project Engineer

206 Distributor Drive Morgantown, WV 26501 (304) 483 4944 | Mobile monvalleyintegration.com

From: Bealko, Rob < rob.bealko@nuverra.com Sent: Wednesday, March 3, 2021 1:29 PM

To: Tristan Rosier < tristan.rosier@monvalleyintegration.com >

Cc: Guynn, Catherine N < Catherine.N.Guynn@wv.gov>

Subject: Re: [EXTERNAL SENDER] RE: [External] meter issues at City of Kingwood Landfill Emergency

Hauling

We are out there today and tomorrow. We haven't stopped hauling. When can you get out here?

Regards, Rob 304-282-8814

On Mar 3, 2021, at 1:12 PM, Tristan Rosier < tristan.rosier@monvalleyintegration.com wrote:

Rob,

Can you send me information on your on-board flowmeter, as well as your truck tank manufacturer information? When will you all plan to be out there next so I can schedule to come out?

Thank you,

Tristan Rosier

Mon Valley Integration

Project Engineer

206 Distributor Drive Morgantown, WV 26501 (304) 483 4944 | Mobile monvalleyintegration.com

From: Guynn, Catherine N < Catherine.N.Guynn@wv.gov>

Sent: Wednesday, March 3, 2021 11:46 AM

To: Tristan Rosier <tristan.rosier@monvalleyintegration.com>

Subject: FW: [External] meter issues at City of Kingwood Landfill Emergency Hauling

Importance: High

Hi Tristan

Please see the email below from Rob Bealko.

Cathy

Catherine Guynn Program Manager Landfill Closure Assistance Program 601 57th Street SE Charleston, WV 25304 (304) 926-0499 ext 41209 From: Bealko, Rob < rob.bealko@nuverra.com Sent: Wednesday, March 3, 2021 11:43 AM

To: Guynn, Catherine N < Catherine.N.Guynn@wv.gov>; Moore, Sheena R

<Sheena.R.Moore@wv.gov>

Subject: [External] meter issues at City of Kingwood Landfill Emergency Hauling

CAUTION: External email. Do not click links or open attachments unless you verify sender.

Cathy,

We are having issues with the meter at the load point . The meter is reading any were between 1,500 to 2,000 gallons low. Could you please get the meter company to come back out so we can show them as we load? We have meters on our trucks along with the manufacture's tank volume capacity charts than can show you what the capacity of that tank is.

Regards, Rob Bealko 304-282-8814

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Leachate Hauling Log Sheet Nuverra Environmental Solutions, Inc. Company Name 11942 Veterans Memorial Highway Masontown, WV Vendor # 000000110983 City of Kingwood Wastewater Treatment Plant Disposal Facility 96 Showerbath Road Kingwood, WV 26537 304-329-1241 Facility Permit # WV0021881



Landfill Closure Assistance Program

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Leachate Hauling Log Sheet Nuverra Environmental Solutions, Inc. Company Name 11942 Veterans Memorial Highway Masontown, WV Vendor # 000000110983 City of Kingwood Wastewater Treatment Plant Disposal Facility 96 Showerbath Road **Landfill Closure** Kingwood, WV 26537 **Assistance Program** 304-329-1241 WV0021881 Facility Permit # **Emergency Haul** City of Kingwood Landfill Leachate Disosal PO#: Truck Volume: Project Dumping Disposal Gauge Loading Gallons Load. Gauge Start Manager Location **End Time** Finish Date Start Time Dumped Number KUULP 9100 Am ROB 16667 7:30 Am 11076 5586 3.9 10:15 m ROP 277713 7:30 Am 16662) 5550 3-9 Kunta 11:45 Am Pos 37770 10:45 Am 22212 3 5558 3-9 1:00Pm 1204 21770 73345 12100PM 5555 4 3-9 21.30Pm Tech 28882 33335 1:30 PM 5557 5 3-9 Johnney Gesouts 3-9-21 Date:

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Driver's Signature

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Landfill Closure Assistance Program

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Leachate Hauling Log Sheet Nuverra Environmental Solutions, Inc. Company Name 11942 Veterans Memorial Highway Masontown, WV Vendor # 000000110983 City of Kingwood Wastewater Treatment Plant Disposal Facility 96 Showerbath Road Landfill Closure Kingwood, WV 26537 **Assistance Program** 304-329-1241 WV0021881 Facility Permit # **Emergency Haul** City of Kingwood Landfill Leachate Disosal PO#: Truck Volume: Disposal Project Dumping Gauge Finish Gallons. Loading Load Gauge Start End Time Manager Location Date Start Time Number Dumped 1000AL -d3 KUNTP 8145 67903 4831 3-18 Johnny GPScoms 3-18-21 Date: Print Driver's Name Page:

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	11942 Veterans Memorial Highway					
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	Vendor # 000000110983					
Disposal Facility	City of Kingwood Wastewater Treatment Plant					
	96 Showerbath Road					
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Landfill Closure Assistance Program

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Pri	nt Driver's N	lame			Date: 3 − ∂ ∂ − ∂			O \
	river's Signa					Page: 1		

Company Na	ame Nu 119 Ma Ver	verra Environm 942 Veterans Me sontown, WV ndor#00000011	ental Solutio emorial Highy 0983	(der					
Pisposal Fac	96 Kin	y of Kingwood \ Showerbath Ro Igwood, WV 265 I-329-1241	ad	1	Landfill Closure Assistance Program					
Facility Permit # WV0021881										
City of I	Load	Landfill Leach	Loading	PO#: Gauge Start	Gauge	ency Haul	Truck Volume:	Project Manager		
3-09	Number	Dimped 4148	Start Time	76973	16613	Location	End Time	i-c (
Deint	Drivers	lama	a de la companya de l			Date:	~ DA.	11		
Print Driver's Name Shuy (Ascount)							Page: 2			

Leachate Hauling Log Sheet Nuverra Environmental Solutions, Inc. Company Name 11942 Veterans Memorial Highway dep Masontown, WV Vendor # 000000110983 City of Kingwood Wastewater Treatment Plant Disposal Facility 96 Showerbath Road **Landfill Closure** Kingwood, WV 26537 **Assistance Program** 304-329-1241 WV0021B81 Facility Permit # Emergency Haul City of Kingwood Landfill Leachate Disosal PO#: Truck Volume: Disposal Location Project Dumping Gauge Finish Load Gallons Loading Gauge Start End Time Manager Date Start Time Number Dumped PeB 91,30 Am 16618 5,751 Kuutp 8/00 Am 5530 4-5 Johnne Cilton Date: 4-5-21 Print Driver's Name

Driver's Signature

Page:

ompany Na		11942 Maso Vend	rra Environmo 2 Veterans Me Intown, WV or # 00000011	morial Highw		dep				
isposal Faci	lity	96 Si King	of Kingwood \ nowerbath Ro wood, WV 266 329-1241	ad			dfill Clos tance Pro			
acility Perm			021881	ata Disosal	PO#:	Emerge	ncy Haul			
City of P	L	ad	andfill Leach	Leading	Gauge Start	Gauge Finish	Disposal Dumping		Project Manager	
أدوري وأرضون إن ومسويون	Nu	mber	Dumped	8:00 AV	36751	91607	The second second second second	9:15Am	PCB	
4-12 4-12	2		4836	9130 AM	91607	96442	Kunto		Rep	
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	1								-	

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Driver's Signature

Leachate Hauling Log Sheet Nuverra Environmental Solutions, Inc. Company Name 11942 Veterans Memorial Highway Masontown, WV Vendor # 000000110983 City of Kingwood Wastewater Treatment Plant Disposal Facility 96 Showerbath Road Landfill Closure Kingwood, WV 26537 **Assistance Program** 304-329-1241 WV0021881 Facility Permit # **Emergency Haul** City of Kingwood Landfill Leachate Disosal PO#: Truck Volume: Project Dumping Disposal Gauge ! Loading Gallons Load Gauge Start Manager End Time Finish Location Date . Start Time Dumped Number FOB KINNTE 1:15AM 101300 9:30 AV 96,442 4858 4-19 P43 106150 Kump 10/300 9:45 Am 4850 2 11-19

M Dehanis Letzers

Print Driver's Name

Driver's Signature

Date: 4-19-01

Page: /

Leachate Hauling Log Sheet Nuverra Environmental Solutions, Inc. Company Name 11942 Veterans Memorial Highway Masontown, WV Vendor # 000000110983 City of Kingwood Wastewater Treatment Plant Disposal Facility 96 Showerbath Road Landfill Closure Kingwood, WV 26537 **Assistance Program** 304-329-1241 WV0021881 Facility Permit # **Emergency Haul** PO#: City of Kingwood Landfill Leachate Disosal Truck Volume: Project Dumping Disposal Gallons Gauge Load Loading Gauge Start Manager ' Location End Time Finish Date Start Time Dumped Number The and the contraction aco aca 0.000.00 CHICK MEDOLL MORE 1013 10:15AA 106/50 KUTP 9:30 5018 Ress Kutp 11/45 AU 16164 6-7 11178 4986 5-7-21 (ASCOURS Date: Print Driver's Name

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Driver's Signature

ompany Na	me	Nuve 11942 Maso Vend	rra Environme 2 Veterans Me ntown, WV or # 00000011 of Kingwood \	morial Highw 0983	s, Inc. ay		(dep	
isposal Fac	llity	96 St King	or Kingwood lowerbath Ro wood, WV 265 129-1241	ad	, capriority			dfill Clos tance Pro	
acility Pern	_	_	andfill Leach	ate Disosal	PO#:	Emerge	ncy Haul	Truck Volume:	
Date	E	oad	Gallons Qumped	Loading Start Time	Gange Start	Gauge Finish	Disposal Location	Dumping End Time	Project Manager
the second contrast of the	N	mber	to a compacific against a gain of the	to all the religion with the second	1 T H. H	121193	Kingracio	8:45Am	Ren
5-13	1		5019	8:00 pm		136154	Kikherer	10:00	Ross
5-13	, X		4971	10/30m	126154	131236	12. ucoce	11:15AM	POB
5-13		3	4087	11:45 AM	121236	136021		12:45 Fm	Cers
6-13			4785	1:00pm	136001	140949		7:15 Du	ROB
								-	-
				Johnun			Potes	5-13 .	21

Driver's Signature

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Company Na	me	Nuve 11942 Maso Vend	rra Environm 2 Veterans Me ntown, WV or # 0000001	ental Solution emorial Highv 10983			dep				
Disposal Faci		96 Sh King	or Kingwood nowerbath Ro wood, WV 269 129-1241		Landfill Closure Assistance Program						
City of M	1	_	21881 andfill Leach	ate Disosal	PO#:	Emerge	ncy Haul	Truck Volume:			
Date	Num	ad	Gallons Dumped	Loading Start Time	Gauge Start	Gauge Finish	Disposal Location	Dumping End Time	Project Manager		
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5-17	1	_	5017	7:30Am 9:00 Am		150967	Kirmer	101004			
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	1	-									
Print	t Drive	r's Na	ime	John	n Cet	ren	Date;	5-17	- B1		
	ver's S			11	1		Page:	1			

Driver's Signature

Leachate Hauling Log Sheet Nuverra Environmental Solutions, Inc. Company Name 11942 Veterans Memorial Highway Masontown, WV Vendor # 000000110983 City of Kingwood Wastewater Treatment Plant Disposal Facility 96 Showerbath Road **Landfill Closure** Kingwood, WV 26537 **Assistance Program** 304-329-1241 WV0021881 Facility Permit # City of Kingwood Landfill Leachate Disosal PO#: **Emergency Haul** Truck Volume: Dumping Project Gauge Disposal. Gallons Loading Load Gauge Start Date Manager Location End Time Finish Start Time Number -Dumped 8:49 60949 Ros KINNUN 4996 7:45 AM 155953 5-06-21 9:00 AL 160949 165914 MILLION 103/SAM Rap 4965 5 26 21 10:45 AM 165914 169839 12 LOOPM POPS Kingwoo 3975 5-d5-AL Johnny C. PSCOURS 5-26-21 Date: Print Driver's Name 1 Page: Driver's Signature

Kingwood Sanitary Sewer

Billing for Sludge / Leachate Treated

Activity for Billing

For Month of: May 2021

R	il	I		•
	ш	ш		-

WVDEP-LCAP (Att: Catherine Guynn)

601 57th Street, SE

Charleston, WV 25304

(304)550-4726

For:

Septage / Leachate Treated

At the

Kingwood Wastewater Plant

Volume	Date	Volume	Date	Volume
5028				
4986				
5019				
4971				
5082				
4785				
4928				
5022				
4996				
4986				
4996				
4965				
3925				
	5028 4986 5019 4971 5082 4785 4928 5022 4996 4986 4996 4965	5028 4986 5019 4971 5082 4785 4928 5022 4996 4986 4996 4965	5028 4986 5019 4971 5082 4785 4928 5022 4996 4986 4996 4965	5028 4986 5019 4971 5082 4785 4928 5022 4996 4986 4996 4996 4996 4965

Total Gallons Treated:	63,689							
Total For Billing:	\$0.06 / Gallon =	\$3,821.34						
Supervisor Signature:	A/ul Work	Le						



Load #11

Load #12

Manifest



40525454

11942 Veterans Memorial Highway 3-3-21 Date: Masontown, WV 26542 Phone: (304) 291-0383 / 291-0807 718023 Truck Number: Hauler Name: BBL's Loaded: 21,840 Water Pick-up Information: ☐ Brine Water Source: Drilling Fluid ☐ Frac (waste water) Name of Well: CRACKATO ☐ Fresh Water Permit #: \$1800am Start: 6.000-Well ID Number: 3:30 Stop: thester County: Total Hours: Minn woo's Township: (11) Water Destination Information: Rig Treatment Facility: Frac PHALLE WATON TREATMO Name of Well: Treatment Plant Permit #: Other __ Well ID Number: County: PLEOTES Mineculu Township: Off-Load Off-Load Time Of Arrival **Amount** Time Time Pick-Up 5460 10130 Load #1 9:15 10:15 11145 5460 Load #2 11:00 Am 11:30 Site Status 1:00 176 PM 5460 12:15 Pm Load #3 □ Drilling 2:30 m 3:00 Pm ☐ Production 5460 1:415 PM Load #4 121.840 V 21840 * 0.045 Load #5 ☐ Workover ☐ Completed Load #6 **14**Other Load #7 Load #8 **Driver Signature:** Load #9

Print Name:

Driver #:

SM-T



Monifoct



NUVERS Environmental Solution	3	M	anifest	2		•	40525	5455	
11942 Veterans Memo	orial Hign 2					Date:	3-4.		
Phone: (304) 291-038	3 / 291-08	07		Tr	uck Nu	mber: [718		=
Hauler Name:				В	BL's Lo	aded:		900	
Water Pick-up Infor	mation:			7				Brine Spira Elvic	ı
Water Source:	Der			=				orilling Fluid Frac (waste	water)
Name of Well:	Cand	fill_		=				Fresh Wate	er
Permit #:				=	Start:		6:3	CAM	
Well ID Number:				=	Stop:		70 4	1:00pm	
County:				=	Total H	lours:			
Township:	perm	meery							
Water Destination	Informa	tion:				Dage		Rig	
Treatment Facility	Kin	gucc	DE 77	CAA!	MONEY	rateu		Frac	
Name of Wel		·					4	Treatmen	t Plant
Permit #							П	Other	
Well ID Numbe									
Count	y: Pro	SNN		7.5]		
Townshi	Г.	nywe	0 E				1		
	5175	Arrival		Off-l	_oad			,	
	Time Of Pick-Up	Arrival Time	Time		ount				
	# . m	9100 Am	9:30	546	00				
		A	17:06 WM	051	2.1		Site	Status	
Load #3	11:30 RM	17:115pm	17:30 pm	773	60	[] Proc	duction	☐ Drill	ing
Load #4	1214590	1:30 pm	11458a 3100 pm	53	34				rkover
Load #5	2:00/m	2:45 Pm	3:0010	-	D	☐ Con	npleted		111010
Load #6				26	900	⊡ Oth	er.	1	
Load #7				+-		[] Out	101	01	
Load #8			-	+-		Driver S	ignature	lefor P	Lefer
Load #9				+		Drint No	ame.	Ehuin 236	Uper
Load #10			1	-		Priver 4	ame: #: <i>10</i> 00	436	
Louis III.			1			DUACUL			



Load #11 Load #12

Manifest



Environmental Sol					40525456
11942 Veterans Mer Masontown, WV 269 Phone: (304) 291-03	542			Date:	3-5-21
Hauler Name:			Tru	ick Number:	718083
Water Pick-up Info	rmation:		BE	BL's Loaded:	21,416
Water Source:					☐ Brine ☐ Drilling Fluid
Name of Well:	CAREful				☐ Frac (waste water
Permit #:					☐ Fresh Water
Well ID Number:			S	tart:	7:30 Am
			s	top:	5130 Pm
	PRESTON			otal Hours:	8
Township:	Kingua	ल्ह			
Water Destination	Information:				
Treatment Facility:	Dep				☐ Rig
Name of Well:		c.l.	ATRIA	PARIT	☐ Frac
Permit #		Je W	7.10		☑ Treatment Plant
					☐ Other
Well ID Number					U Outer
County	messer				
Township	: Miny	ecc			
Pic	me Of Arrival ck-Up Time	Off-Load Time	Off-Load Amount	,	
Load #1 8;	30 AM 10:00 AM	10:15Am	5354		
Load #2 10	130 HM ///30 AM	11:45 AM	8354		Site Status
	7:15Pm 1:00Pm	1:15 PM	5354	1 ~	
Load #4 //	45PM 2:30	2145	5357	☐ Producti	on 🗆 Drilling
Load #5		-	21,416	☐ Complet	ed 🗆 Workover
Load #6 Load #7					
Load #8					1 1
Load #9				Driver Signat	ure: ffm fr
Lead #40				Drint Name:	Elma Cilau

Driver #: 100936



Load #8 Load #9

Load #10 Load #11 Load #12

Manifest



Environmen	40525458								
11942 Veterans Masontown, W Phone: (304) 29	V 26542		,			Date:	3-	8-21	
Hauler Name:					Truck Nur	nber:	71	8083	
Water Pick-up	Informa	tion:			BBL's Loa	aded:	2	17,275	
Water Sou	irce: 7	le P						<u> </u>	
Name of \	Nell· K	Licensia	(00 6	-6. U					4
		1 kgwood	C077129	-H-L or				Frac (waste w Fresh Water	/ater
Perm	nt #:								7
Well ID Num	ıber:				Start:		-	OOAU	_
Çot	ınty: 🗭	restan			Stop:		ठ	1.30 Pm	
Towns	ship: 10	inguce.	٤		Total Hou	ırs:			
Nater Destina		-	=						
Treatment Fac	ility: K	wu	TP					Rig	
Name of V	-) 14 mm				Frac	
		ungue	DU C 7	UNIVE					4
Perm	nt #:						Ш	Treatment Pla	ınt
Well ID Num	ber:							Other	
Cou	inty: 🖳	regen							
Towns		Cuy 4	cos						
	Time Of Pick-Up	Arrival Time	Off-Load Time	Off-Loa Amour					-
Load #1		8:30 Am	9:00 MB	5345					
Load #2	9:30AU	10:15 Au	10:30 AN	5354		,	Nu. 04	-4	
Load #3	11:00Am	11,45 AM	17 och	5500		2	Site St	atus	
	12:15 PM	1.00An	1:15m		V	oductio	n	☐ Drilling	
Load #5	1,30M	2115 Pm	9-120Hm	5539		mplete	d	☐ Workover	
Load #6				221		•	-		
Load #7	I			1 20	V FAITH	hor			

Driver Signature

Print Name: Clum (1) 2000

Driver #: 100936



Load #11 Load #12



Environmental Solution 11942 Veterans Memo		Lieburas	Mani	fest		25459	
Masontown, WV Phone: (304) 291	26542		ě		Date		9-21
Hauler Name:				٦	Truck Number	: 71:	3033
Water Pick-up I	nformat	ion:		E	BBL's Loaded	: 2	7,800
Water Sour	ce: Do	P					Brine
Name of W	/ell: Cau	N. J.					Drilling Fluid Frac (waste water
Permi		CLIAVE	9				Fresh Water
			<u> </u>	==	Start:	6.	OO AM
Well ID Numb							30 PM
Cour	nty: Pke	Sten			Stop:	ا گ	30 PM
Towns	nip: \mathcal{H}_{i}	ingwood			Total Hours:		
Water Destinati	on Infor	mation:					
Treatment Faci	lity:	Q					Rig
Name of W		www.	. 0				Frac
						173	-Treatment Plant
Permi	t #:						
Well ID Numb	oer:						Other
Cou	nty: Th	estan					
Towns	hip: K	lueus	م ک				
	Time Of Pick-Up	Arrival Time	Off-Load Time	Off-Load			
Load #1	7:30 AM	8:45 AM	9:00 AVA	5586			
		10:00 pm	10:15 AM		_1	Site St	atus
		11:30 Am	11:45AM				
Load #4	12:00 PM			5555		ction	☐ Drilling
Load #5	1/30/m	2:15 Pm	21.30 M	-	☐ Compi	eted	☐ Workover
Load #6				2780	4		
Load #7				d	☐ Other		2 1
Load #8							1 /
Load #9					Driver Sign		
Load #10					Print Name	s/e u	In Chrom

Driver #: 100936



Manifest



Environmental S			<u>ivianiie</u>	:S£		405	25460
11942 Veterans Mo Masontown, WV 2 Phone: (304) 291-	emorial H 6542			Total	Date:	3	-10-21
Hauler Name:					Number:		
Water Pick-up In	formatio	n:		BBL	Loaded:	2	7, 125
Water Source		P					Brine Drilling Fluid
Name of We		Lahl					Frac (waste water)
Permit		-					Fresh Water
• •				Star	·t:	Gis	30 Am
Well ID Number				Sto	o:	3	30
Coun		Sker		1	al Hours:		
Townsh	ip: M	mur c	<i>1</i> 00 ≥	1000			
Water Destination	on inform	nation:					
Treatment Facili	F 4	wof)				Rig
Name of W				19.			Frac
							Treatment Plant
Permit							Other
Well ID Numb	er:						
Cour	nty: M	ester					
Townsl	hip: 🖊	cungo	iera				
	Time Of	Arrival	Off-Load	Off-Load Amount			
	Pick-Up	Time	Time 9:15'Av	5568			
Load #1	0'20Am	8:45 Am	4 1 1 1 1				Madaga
1 40	MORNING	11'45 AULA	122000 PW	5218		Site	Status
Load #4	Δ.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1: []	1 7 7 0 0 1	☐ Produ	uction	☐ Drilling
Load #5	1/30 pm	2169	2:30 Pm	Ssad	☐ Com	nieted	☐ Workover
Load #6				400)		
Load #7				2/0	☐ Othe	٢	
Load #8							
Load #9			<u> </u>		1		
Load #10					Print Nan		
Load #11					Driver #:		sm-Ti
Load #12				l	7		-11



Manifest



Environmenta	l Solutions"		premi			40	525461
11942 Veterans		Highway			D 4		
Masontown, WV Phone: (304) 291		91-0807			Date:	3-	11-21
				Tru	uck Number:	71	8073
Hauler Name: Water Pick-up I	nformati	on:		BB	BL's Loaded:		1781
							Brine
Water Sour	ce: L	P					Drilling Fluid
Name of W	ell: LA	nsfill				A	Frac (waste water)
Permi	t #:						Fresh Water
Well ID Numb	per:			S	tart:	61	18AM
Cour		ester		S	top:	10	:30 Am
		Mulice	· ·	To	otal Hours:		
Townsl			<u> </u>				
Water Destinat	ion Infor	mation:					
Treatment Faci	lity: 📆	2.0					Rig
Name of W	/ell: K	ww	TP				Frac
Permi			<u> </u>			3 .	_Treatment Plant
							Other
Well ID Num							
Cou	nty: PM	ester					
Towns	hip: M	ingu	wet_				
	Time Of Pick-Up	Arrival Time	Off-Load Time	Off-Load Amount/			
Load #1	SICOAM	9,30 An	9:85 Am	2781			
Load #2						Site S	tatus
Load #3						·	
Load #4					TProduct	lion	☐ Drilling
Load #5					☐ Comple	eted	☐ Workover
Load #6					-		
Load #7					☐ Other		<i>a</i> .
Load #8						/	1.1.
Load #9			1	-	Driver Signate Print Name:	()e	wwy GROCE
Load #10			-		Driver #: 20	2019	56
Load #11					שוועסו זה.		



Load #11 Load #12

Manifest



Environment			Wall	7001		40	525462
11942 Veterans Masontown, WV Phone: (304) 29	26542				Date:	3-	15-21
Hauler Name:				Ti	ruck Number:	76	8073
Water Pick-up	informati	ion:		В	BL's Loaded:		9515
Water Sou	rce:	9					Brine Drilling Fluid Frac (waste water)
Permi		CAL III					Fresh Water
,					Start:	8	:00 AM
Well ID Num	ber:						
Cou	nty: 🖟	Show			Stop:	IIi.	30 Am
Towns	hip: Ki	nywo	20		Total Hours:		
Water Destinat	ion Infor	mation:					
Treatment Fac		P					Rig
			_0			П	Frac
Name of V	veii:	ساس	17			<u></u>	
Perm	it #:						Treatment Plant
Well ID Num	ber:						Other
Cou	nty: M	esten					
		nejw	300				
	Time Of Pick-Up	Arrival Time	Off-Load Time	Off-Load Amount			
Load #1	8:00Am	9,30 Am	9:45 AM	5582,			
Load #2	10:00Am	11:00 Am	11:15 AM	3933 V	_	Site St	tatue
Load #3					-		
Load #4					Producti	on	☐ Drilling
Load #5					☐ Complet	ted	☐ Workover
Load #6							*56
Load #7 Load #8					☐ Other	/	7 /
Load #9					Driver Signat	ure N	a fe
Load #10					Print Name:	c /6 \	run Copsai
Load #11					Driver #:	2093	



Load #12

Manifest



40525466 11942 Veterans Memorial Highway Masontown, WV 26542 Date: 3-18-21 Phone: (304) 291-0383 / 291-0807 Truck Number: 218023 Hauler Name: BBL's Loaded: Water Pick-up Information: 4831 Brine Water Source: ☐ Drilling Fluid Name of Well: CARLA ☐ Frac (waste water) ☐ Fresh Water Permit #: 5:00 Am Start: Well ID Number: Stop: 10:00 Aug County: Messen 7 0000 Total Hours: Township: Kanacasoca **Water Destination Information:** Treatment Facility: 1720 Rig Name of Well: Frac Permit #: ☐ Treatment Plant Well ID Number: ☐ Other _____ County: MESTOW MUNUMOOS Township: Time Of Arrival Off-Load Off-Load Pick-Up Time Time Amount 8:45AM Load #1 9:45 Am 10:00 m 4531 Load #2 Site Status Load #3 Load #4 Production ☐ Drilling Load #5 ☐ Completed □ Workover Load #6 Load #7 □ Other Load #8 Load #9 Driver Signature Load #10 Print Name: Chlum

Driver #: 600936



Manifest



Environmental						405	25467
11942 Veterans M Masontown, WV 2 Phone: (304) 291-	26542				Date:	3-	22-21
Hauler Name:				Tr	uck Number:	71	8073
Water Pick-up Ir	nformat	tion:		ВІ	BL's Loaded:	-	239
Water Source							Brine
							Drilling Fluid
Name of We	ell: 🔼	arg to CI				口 啓	Frac (waste water Fresh Water
Permit	#:						FIESH Water
Well ID Numb	er:			S	Start:	8	OOku
Coun	tv:	NACE		S	Stop:	10	COAN
		Julia	4100	Т	otal Hours:	7	
Townsh			<u> </u>				
Water Destination	on Info	rmation:					
Treatment Facili	ity: 🕦	er					Rig
Name of W	ell: K	زىر) س	77				Frac
Permit						旦	Treatment Plant
							Other
Well ID Numb	15.7						
		CEShow					
Townsh	nip: M	ingwo	02				
	Time Of Pick-Up	Arrival Time	Off-Load Time	Off-Load Amount	7)		
	5130 AW	19:15 Am	9:45 Am	4059	4		
Load #2		-			-	Site St	tatus
Load #3 Load #4					☐ Producti	ion	☐ Drilling
Load #5	10-00-7						_
Load #6					☐ Comple	ted	☐ Workover
Load #7					☐ Other		
Load #8			-		_		7 /
Load #9					_ Driver Signa	ture/	was Capacine
Load #10		-			Print Name: Driver #: / (301C	
Load #11					Driver #: 🔼	ノジル	<i></i>



Load #10

Load #11

Load #12

Manifest



40525468 11942 Veterans Memorial Highway 3-29-21 Masontown, WV 26542 Date: Phone: (304) 291-0383 / 291-0807 718023 Truck Number: Hauler Name: BBL's Loaded: 11248 Water Pick-up Information: ☐ Brine Water Source: □ Drilling Fluid ☐ Frac (waste water) Name of Well: CANZAN Fresh Water Permit #: 8:00 Am Start: Well ID Number: 10:00 Am Stop: Mes you County: Total Hours: Municos Township: Water Destination Information: Rig 1 e. P. 8 Treatment Facility: Frac Name of Well: KUNTO Treatment Plant Permit #: Other __ Well ID Number: County: Township: Off-Load Off-Load Arrival Time Of Amount Time Time Pick-Up 8130Am 9148Am 4248 10:00 M Load #1 Load #2 Site Status Load #3 □ Drilling 14-Production Load #4 Load #5 ☐ Workover □ Completed Load #6 □ Other Load #7 Load #8 Driver Signature:

Print Name:

Driver #: 100936



Manifest



11942 Veterans M Masontown, WV 2 Phone: (304) 291-	lemorial 26542				Date:		525469 -S-21
Hauler Name:				٦	Truck Number:	7/6	5023
Water Pick-up Ir	nformati	on:		E	BBL's Loaded:	5.5.	30 GARON'S
		ر ا					Brine
Water Source		<u> ۲۳</u>					Drilling Fluid
Name of We	ell: 🔼	ors fru					Frac (waste water)
Permit	#:						Fresh Water
Well ID Number	er:				Start:	2	130 AM
Coun	tv: Re	STOW			Stop:	10	100 AM
		newoo	>		Total Hours:		2.5
Townsh			2			_	
Water Destination	on Infor	mation:					
Treatment Facili	ity: 🚶	ef					Rig
Name of We	ell: K	uurt	9				Frac
Permit	-						- Treatment Plant
							Other
Well ID Numb		-					04101
Coun		285m					
Townsh	nip: K	Incomo	05				
	Time Of Pick-Up	Arrival Time	Off-Load Time	Off-Load			
Load #1	HOOM	9100 AM	9:30 Am	5530 gan	on V		
Load #2						Site S	tatue
Load #3							
Load #4						ion	☐ Drilling
Load #5					☐ Comple	ted	☐ Workover
Load #6							
Load #7					☐ Other		7 1
Load #9					Driver Signa	ture/	/ Str
Load #10					Print Name:	del	man Catters
Load #11					Driver #:	009	36



Load #12

Manifest



Environmenta 11942 Veterans	l Solutions™	Highway	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			40	525472
Masontown, WV Phone: (304) 291	26542				Date:	4-1	12 21
				Tir	uck Number:	700	7007
Hauler Name: Water Pick-up I	nformati	on:		В	BL's Loaded:		
Water Sour							Brine
Name of W	lell:	ns Lu					Drilling Fluid Frac (waste water)
		N. 7. 4. 64				4	Fresh Water
Permit					Start:	7!	30 Am
Well ID Numb	P .				Stop:		00 Am
Cour	nty:	26401			•	17/	
Townsl	hip: 🖟	e Mey como	10 E		Total Hours:		3.5
Water Destinati	ion Infor	mation:					
Treatment Faci		r P					Rig
Name of W			2				Frac
		vu m				R	Treatment Plant
Permi	it #:					Ca ²	
Well ID Num	ber:					L	Other
Cou	nty: 🖓	ester					
Towns	hip: K	innuo	e Z				
	Time Of Pick-Up	Arrival Time	Off-Load Time	Off-Load			
Load #1	8:00 Am	9 200 Au	9:15 ALL		9/1104		
Load #2	9:30Am	1015 Au	10130 Am	4835	N	Site S	tatus
Load #3				a	34		
Load #4				0/0	☑-Produc	tion	☐ Drilling
Load #5				\	☐ Comple	eted	☐ Workover
Load #6					E Other		
Load #7		-	+		☐ Other	,	1 /
Load #8 Load #9	-				Driver Signa	ature:	h
Load #10					Print Name	Joh	um (Bion
Profession in LO		1					

Driver #: 1000 36

SM-TMI



Load #12

Manifest



40525477

11942 Veterans Memorial Highway Masontown, WV 26542 Date: -19-20 Phone: (304) 291-0383 / 291-0807 Truck Number: 709007 Hauler Name: BBL's Loaded: Water Pick-up Information: 9,708 ganon Brine Water Source: □ Drilling Fluid ☐ Frac (waste water) Name of Well: Canadau ☐ Fresh Water Permit #: SIOCAM Start: Well ID Number: 11:00 AM Stop: County: Marien **Total Hours:** Remunder Township: Water Destination Information: Rig Treatment Facility: Frac Name of Well: KwuTP Treatment Plant Permit #: Other _ Well ID Number: County: Mayen Township: pronucos Off-Load Off-Load Arrival Time Of **Amount** Time Pick-Up Time GALDIA 4855 9100 Am 9:15 Am Load #1 8/30 Aun 4850 11:00 Aun Load #2 9,45 Am 10:30 ALL Site Status Load #3 arot □ Drilling **Production** Load #4 Load #5 ☐ Workover □ Completed Load #6 □ Other Load #7 Load #8 Driver Signature Load #9 Print Name: John Load #10

Driver #: 100936





40074496

11942 Veterans Memorial Highway

Masontown, WV 26542 Brine Phone: (304) 291-0383/291-0807 **Drilling Fluid** FRAC (Waste Water) Water Source: ULP Fresh Water Name of Well: Kingwood Com du ☐ Rig FRAC Others Cae under Permit #:_ Township: Mine; work County: Precion Truck Unit #: 7/2049 Site Status: Drilling Production Number of BBLS picked up: 10,014 Other Workover Completed Date: 5 1 - 21 **AM/PM** Time of pick up: 9/30 _Dump Slip #:_____ Destination Treatment Facility: Well Name & Number: County: Mester Township: Mrun wood Permit #:_____ AM/PM Arrival Time: AM/PM Offload Amount: Offload Time: _ Print Name: John WATER DROP OFF INFO Signature of Driver: Driver #: 600936 For Internal Use Only 9:00 Am Start: Leave Shop: STAME house 9:30 Am Arrive: 11/30 Am Leave: Arrive: Leave: 1:00 Pm Stop: 12145 AM Arrive shop: SM-TMB **Total Hours:**





40074500

11942 Veterans Memorial Highway

UP INFO	County Paragra	3/291-0807		Brine Drilling Fluid FRAC (Waste W Fresh Water Rig FRAC Other	•	
ATER PICI	Truck Unit #: 2/20	red up: 9410 941	785	Site Status: Production Completed	☐ Drilling ☐ Workover	Other
W/	Date: 5-13-11 Time of pick up:			PM		
OP OFF INFO	Destination Treatment Well Name & Number Permit #: Arrival Time: Offload Time: Signature of Driver	r; Ringuos' Con	anty: Pri	FHOU TO	ownship: Menton unt: GALLEN A	4,785
OP	For Internal Use Only			Note	es	
DR	Start:	6:00 pm				
WATER	Leave Shop:			84,785	ganon	
WA	Arrive:					
•	Leave:					
	Arrive:					
	Leave:					
	Stop:	3100 Pm				
	Arrive shop:	alus pm				
	Total Hours:					SM-TMB



Load #12

Manifest



Environmental						40525475
11942 Veterans M Masontown, WV 2 Phone: (304) 291-	26542				Date:	5-17-21
Hauler Name:				-	Truck Number:	7/2049
Water Pick-up Ir	formation	on:		Ĭ	BBL's Loaded:	15,004
Water Source	F 7. 1	7/63			govan	☐ Brine☐ Drilling Fluid
Name of We	ell: (A	nestell				☐ Frac (waste water
Permit	#:					Fresh Water
Well ID Number					Start:	6:00 An
	7				Stop:	100 PM
Coun		Hou	ì		Total Hours:	
Townsh	ip: Ku	My we	<u>ح</u> ے		Total Flours.	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Water Destination	on Infori	nation:				
Treatment Facil	ity: De	P				☐ Rig
Name of W	ell.	Auco		tro-suit	PIANE.	☐ Frac
		n. y coop	1/2011	10 50 41	77,700	☑- Treatment Plant
Permit	#:					
Well ID Numb	er:					□ Other
Cour	nty: M4	E Car				
Townsh	nip: Ka	nurces b	-			
	Time Of Pick-Up	Arrival Time	Off-Load Time	Off-Loa		
Load #1	7:30AM	8:15 AM	B:30 AM	5022		
Load #2	9,00 ALL	9:45 AM	10:0 CALL	7996	- as	Site Status
Load #3	10:30AM	11:30	11145	4886		
Load #4				.000	☐ Produc	tion 🗆 Drilling
Load #5				0.4	☐ Comple	eted Workover
Load #6					7704	
Load #7					(ZOther	11
Load #8 Load #9					Driver Sign	ature
Load #10					Print Name	ckling (cker
Load #11					☐ Driver #: ∠	.ce936





40075853

11942 Veterans Memorial Highway

Masontown, WV 26542 Brine Phone: (304) 291-0383/291-0807 Drilling Fluid FRAC (Waste Water) Water Source: Fresh Water ☐ Rig Name of Well And M FRAC 2 Other 2000 Abl Permit #: _____ County: Presson Township: Truck Unit #: 7/1049 Site Status: Number of BBLS picked up: Production Drilling Workover -Cther Completed Date: 5-26-21 Time of pick up: _____ AM/PM Destination Treatment Facility: Def Dump Slip #:_____ Well Name & Number: Kingwood Mantann County: MESKON Township: Kunner cook Permit #:_____ AM/PM Arrival Time: AM/PM Offload Amount: 13, 886 Offload Time: WATER DROP OFF INFO Signature of Driver Driver #: 100936 Notes For Internal Use Only 200 Aug Start: Leave Shop: Arrive: Leave: Arrive: Leave: \$100pm Stop: Arrive shop: **Total Hours:** SM-TMB Heckmann Water Resources CVR INC Nuverra Environmental Solution 1.1942 Veterans Memorial Highway Masontown, WV 26542 304-291-0383 INVOICE# 760878

Remitt to-HWR-dba Nuverra
PO BOX 95268

Grapevine, TX 76099-9752

WV DEP 47 School St Suite 301 PHILIPPI WV 26416 VACUUM TRUCK SERVICE Kingwood Leachate

Gallon

Date	Trk#	Manifesi#	Well Name/Number	0.045	Disposal Site	Total
3/3/2021	718023	40525454	Kingwood Leachate	21840	Kingwood Waste water Treatment	\$ 982.80
3/4/2021	718023		Kingwood Leachate	26900	Kingwood Waste water Treatment	\$ 1,210.50
3/5/2021	718023	40525456	Kingwood Leachate	21416	Kingwood Waste water Treatment	\$ 963.72
3/8/2021	718023		Kingwood Leachate	27275	Kingwood Waste water Treatment	\$ 1,227.38
3/9/2021	718023	-	Kingwood Leachate	27806	Kingwood Waste water Treatment	\$ 1,251.27
3/10/2021	718023	-	Kingwood Leachate	27725	Kingwood Waste water Treatment	\$ 1,247.63
3/11/2021	718023		Kingwood Leachate	2781	Kingwood Waste water Treatment	\$ 125.15
3/15/2021	718023		Kingwood Leachate	9515	Kingwood Waste water Treatment	\$ 428.18
3/18/2021	718023		Kingwood Leachate	4831	Kingwood Waste water Treatment	\$ 217.40
3/22/2021	718023		Kingwood Leachate	4239	Kingwood Waste water Treatment	\$ 190.76
3/29/2021	718023		Kingwood Leachate	4248	Kingwood Waste water Treatment	\$ 191.16
4/5/2021	718023		Kingwood Leachate	5530	Kingwood Waste water Treatment	\$ 248.85
4/12/2021	718023		Kingwood Leachate	9691	Kingwood Waste water Treatment	\$ 436.10
4/19/2021	718023		Kingwood Leachate	9708	Kingwood Waste water Treatment	\$ 436.86
5/7/2021	718023	40074496	Kingwood Leachate	10014	Kingwood Waste water Treatment	\$ 450.63
	718023	40074500	Kingwood Leachate	24785	Kingwood Waste water Treatment	\$ 1,115.33
5/17/2021	718023		Kingwood Leachate	15004	Kingwood Waste water Treatment	\$ 675.18
5/26/2021	718023		Kingwood Leachate	13886	Kingwood Waste water Treatment	\$ 624.87

267194

Total-

\$ 12,023.73





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not comer rights to the certificate notice in her or a		111(9).			
PRODUCER Edgewood Partners Insurance Center	CONTACT NAME: Michelle Roman				
EPIC Brokers	PHONE (A/C, No, Ext):	832-476-0453	FAX (A/C, No):		
2700 Post Oak Boulevard, 25th Floor Houston, TX 77056	E-MAIL ADDRESS:	michelle.roman@epicb	prokers.com		
110031011, 177 17000		INSURER(S) AFFORDING COV	ERAGE NAIC#		
	INSURER A : Zur	ompany 16535			
INSURED	INSURER B: Und	on (VI) 15642			
Nuverra Environmental Solutions, Inc. 6720 North Scottsdale Road, Suite 190	INSURER C: Steadfast Insurance Company				
Scottsdale AZ 85253-4400	INSURER D:				
	INSURER E :				
	INSURER F:				
COVERAGES CERTIFICATE NUMBER: 62930341		REVISIO	ON NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA	AVE BEEN ISSUE	D TO THE INSURED NAME	D ABOVE FOR THE POLICY PERIOD		

IN C	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	EQUIR PERT	EME AIN,	NT, TERM OR CONDITION OF A THE INSURANCE AFFORDED B	NY CONTRACT Y THE POLICIE	OR OTHER I	DOCUMENT WITH RESPEC	CT TO WHICH THIS
INSR	TYPE OF INSURANCE	ADDL	SUBR	1		POLICY EXP	LIMIT	S
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR	, mod	WED	GLO353788200	7/9/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY PRO-						PRODUCTS - COMP/OP AGG	\$2,000,000 \$
Α	OTHER: AUTOMOBILE LIABILITY		_	BAP353788300	7/9/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	AUTOS ONET							\$
В	UMBRELLA LIAB / OCCUR			B1740EES200218000	7/9/2021	7/1/2022	EACH OCCURRENCE	\$ 10,000,000
	✓ EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DED RETENTION \$							\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC353788100	7/9/2021	7/1/2022	✓ PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
С	Pollution Legal Liability			EPC016599604	12/31/2020	12/31/2021	\$10,000,000 Each Polluti \$10,000,000 Aggregate	on Event
	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedule, ma	y be attached if mor	e space is require	ed)	

CERTIFICATE HOLDER	CANCELLATION
Landfill Closure Assistance Program 601 57th Street SE Charleston WV 25304	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Y .	AUTHORIZED REPRESENTATIVE KJ Wagner

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LOC #:



ADDITIONAL REMARKS SCHEDULE

Page	of
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Edgewood Partners Insurance Center POLICY NUMBER		NAMED INSURED Nuverra Environmental Solutions, Inc. 6720 North Scottsdale Road, Suite 190 Scottsdale AZ 85253-4400	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: ACORD 25 (03/16) FORM NUMBER: 25

HOLDER: Landfill Closure Assistance Program ADDRESS: 601 57th Street SE Charleston WV 25304

All policies include a blanket automatic waiver of subrogation endorsement [provision] providing such status to any third party when it is required by written contract. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

The General Liability, Automobile Liability, Excess Liability, and Pollution policies include a blanket automatic additional insured endorsement providing such status to any third party when it is required by written contract. In the absence of such a contractual obligation on the part of the named insured, the third party is not an additional insured under the policy.

- The General Liability policy includes:
 a special endorsement with "primary and non-contributory" wording.
- Railroad Contractual Liability as required by written contract.
- Sudden & Accidental Pollution (30/90).

The Automobile policy includes:

- MCS-90 Endorsement.
- Blanket Loss Payee endorsement providing such status for all who have a financial interest in covered owned autos.

The Workers Compensation/Employers Liability policy includes:

- Longshore/USL&H.
- Voluntary Compensation.
- Stop Gap Employers Liability for OH, WA, ND & WY.
- Blanket Alternate Employer coverage endorsement when required by written contract.

The Excess Liability policy is in excess of underlying General Liability, Automobile Liability, and Employers Liability policies.

ACORD 101 (2008/01)

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