



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

Request for Quotation

RFQ NUMBER
DEP14180

PAGE
1

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

PROPERTY

*709060417 304-984-1115
CARPENTER RECLAMATION INC
PO BOX 13015

SISSONVILLE WV 25360-0015

SHIP TO

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/05/2007				

BID OPENING DATE: **09/27/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		988-36		
				<i>Region #3</i>	<i>\$</i>	<i>123,200.⁰⁰</i>
<p>GROUND MAINTENANCE</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ENVIRONMENTAL REMEDIATION, IS SOLICITING BIDS TO PROVIDE FOR LANDFILL MOWING AND ROAD SPRAYING AT 29 FACILITIES MANAGED WITHIN THE LANDFILL CLOSURE ASSISTANCE PROGRAM (LCAP) IN WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, AND TERMS & CONDITIONS.</p> <p>A QUESTION AND ANSWER PERIOD HAS BEEN EXTENDED UNTIL 12:00 NOON ON MONDAY, SEPT. 17, 2007, INSTRUCTIONS ON HOW TO SUBMIT QUESTIONS ARE CONTAINED IN THE SPECIFICATIONS AS ATTACHED UNDER "VENDOR INQUIRIES".</p> <p>ALL VENDORS ARE RESPONSIBLE FOR REVIEWING THE GENERAL CONDITIONS AND ADHERING TO THE CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES AS DESCRIBED HEREIN.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley Carpenter</i>	TELEPHONE <i>9841115</i>	DATE <i>9/27/07</i>
TITLE <i>President</i>	FAX <i>550693493</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT,</p>						

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PURCHASER

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<p>WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR</p>						

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<p>WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE</p>						

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<p>PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>Carpenter Reclamation Inc</i></p> <p>DATE: <i>9/27/07</i></p> <p>SIGNED: <i>Kelley Carpenter</i></p> <p>TITLE: <i>President</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>SEALED BID</p> <p>BUYER: CB-23</p>						

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				RFQ. NO.: DEP14180		
				BID OPENING DATE: 09/27/2007		
				BID OPENING TIME: 1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304 984 2770</i>						
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Randy Carpenter 984-1115 543-1726</i>						
***** THIS IS THE END OF RFQ DEP14180 ***** TOTAL:						<i>123,200.⁰⁰</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *KC* TELEPHONE DATE *9/27/07*

TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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REQUEST FOR QUOTES

DEP14180

**WEST VIRGINIA DEPARTMENT
of
ENVIRONMENTAL PROTECTION**

OFFICE OF ENVIRONMENTAL REMEDIATION

Landfill Closure Assistance Program

Landfill Mowing

Purchase Requisition #DEP14180
Landfill Mowing

To provide landfill mowing, weed-eating and road spraying at 29 facilities managed within the Landfill Closure Assistance Program (LCAP) in West Virginia. Please see attached specifications.

Definitions:

Cap Area - the area of the landfill that contains waste also referred to as the fill area.

Mowing - the cutting of grass, brush and all other vegetative material using a "brush hog", belly mower, side bar cutter, weed-eater or other equipment approved by the project manager.

Road Spraying - the application of an herbicide to all areas where vehicles regularly travel, and covered with stone a width of at least 10 feet or where stone is present.

Vendor Inquiries:

In lieu of a mandatory pre-bid meeting, a question and answer period has been established. Vendor questions submitted in written format via email, fax, or US Postal Service will be accepted by West Virginia Purchasing Division Senior Buyer, Chuck Bowman until 12:00 noon on Monday, September 17, 2007. All submitted questions will be answered in an official addendum issued by the Purchasing Division. All submitted questions must clearly identify the RFQ number, the vendor's company name, the person submitting the question, and contain a phone/fax number should contact with the vendor be required prior to issuance of the addendum.

Please send all questions to Chuck Bowman at cbowman@wvadmin.gov or fax to 304.558.4115. Questions mailed via the US Post Office may be sent to Chuck Bowman's attention at the address located on the front of this RFQ. **Questions received after 12:00 noon on 09/17/07 WILL NOT BE CONSIDERED.**

General Conditions:

Work shall consist of mowing or weed eating all vegetation from the landfill "Cap Area", clearing any brush along and within the diversion ditches around the cap area, inside tank area, 5 foot along all access roads and roadways or paths leading to monitoring wells, 3 foot wide walk path along the outside of fencing, and within a 15 foot radius around all wells. The acreage estimates noted in the attachments include all roads, fences, and cap areas as described above. All vegetation on the caps, on diversion berms, in erosion gullies, on sediment pond banks, and in dry pond beds must be mowed either by mower or weed eater, and if need be, by chainsaw. Ponds containing water must be mowed to the waterline. Vegetation in the water of settling ponds may be left alone; however, low lying areas that may be wet from rain, etc. must be mowed by weed eating if impassable by a mower or tractor. Of the ditches in Region I, 15% of them contain brush, in Region II it is 50%, and in Region III 25%. This brush is to be disposed of on the property by composting or chipping. The grass shall be mowed to the lowest height possible so as not to cause damage to the mowing equipment or the ground surface.

All access roads and roadways leading to monitoring wells and areas inside the tank enclosures (fences) shall be sprayed with Ortho Round Up or equivalent herbicide to kill all vegetation. All

gravel roads or pathways that are weeded over are required to be sprayed. Spraying shall be used at the manufacturers suggested rates. Any garbage in or around the area to be mowed that is the size of a pop can or larger shall be picked up and disposed of properly. All fencing, gates and gas vents at the landfill will be inspected and the project manager notified of any damages so that repairs can be made in a timely manner.

The contractor shall provide equipment suitable to the WV DEP for performing the work. Any modifications shall be requested in writing and shall be approved or disapproved in writing by the WV DEP LCAP Program Manager.

The contractor shall be responsible for locking the facilities while no one is present. The contractor shall be provided a key to the commonly keyed locks installed by WV DEP.

Work shall be performed on an as needed basis as determined by WV DEP project managers. It is the intent that all work be completed by October 31, 2007, or later if weather prevails. Vendors may mow any day of the week provided the DEP Project Manager is given notice a few days prior to doing so.

Maintaining access: the WV DEP will be responsible for maintaining reasonable access to all areas necessary for completion of the contract. The contractor will report excessive deterioration to landfill caps and access roads and other damages if encountered, to allow for repair to be scheduled and completed in a timely manner.

Work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives. Such inspection will, among other things, ensure compliance.

The Contractor shall maintain insurance as follows and be responsible for:

Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$250,000.00 for bodily injury and property damage for each occurrence and not less than \$250,000.00 aggregate.

The required insurance must be written by a company or companies licensed to do business in West Virginia at the time the policy is issued and the policy must be countersigned by a licensed resident agent.

Vendor is required to provide a certificate of Workers' Compensation Insurance if successful.

The vendor / subcontractors shall pay the higher of the U.S. Department of Labor Davis-Bacon Act or the WV Prevailing wage rate as Established for various counties pursuant to West Virginia Code 21-5A, Et, Seq. and 42CSR7 Rules & Regulations for the WV Prevailing Wage Act. For prevailing wage rates please refer to:

<http://www.wvsos.org/adlaw/wagerates/building07.htm>

Certified payrolls **are required** and may be obtained under the Freedom of Information Act.

Should a landfill be located within city limits, the vendor is responsible for any and all permits and must pay applicable B&O taxes.

Method of measurement: mowing shall be measured plan view as a "per acre" unit cost as per attachment "A" including all labor, equipment, materials, transportation, and incidentals to obtain results satisfactory to the DEP. The unit cost per acre measurement shall be per event. The unit price shall include all labor equipment, materials, transportation and incidentals to complete the contract. Landfill maps are included in this RFQ for vendor convenience.

Method of payment: invoices may be submitted upon completion of each site or a combination of two or more sites. Invoices must be submitted to the regional office listed below. Vendors will be paid for the number of acres noted on the bid sheet only.

Region One

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
2031 Pleasant Valley Road
Fairmont, WV 26554
Attn: Paul Benedum
Phone: (304) 368-3950

Region Two

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
717 Main Street, Suite 200
Summersville, WV 26651
Attn: Mark Church
Phone: (304) 872-3800

Region Three

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
717 Main Street, Suite 200
Summersville, WV 26651
Attn: Clyde Bennett
Phone: (304) 872-3800

BID SHEET
#DEP14180

Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

Landfill Mowing Region One

<u>Item No.</u>	<u>Description</u>		<u>Unit Price</u>	<u>Amount</u>
0001	Mowing & weed-eating (\$/Ac)	174 AC	\$ _____ / acre	\$ _____
0002	Road spraying (\$/LF)	35,300 LF	\$ _____ / LF	\$ _____

Total Project Cost = \$ NO BID

Company Name Carpenter Reclamation Inc.

Name (printed) KEILEY CARPENTER Title PRESIDENT

Address: P. O. Box 13015 Sissonville, WV 25360

Signature Kelley Carpenter Date 9/27/07

BID SHEET
#DEP14180

Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

Landfill Mowing Region Two

<u>Item No.</u>	<u>Description</u>		<u>Unit Price</u>	<u>Amount</u>
0001	Mowing & weed-eating (\$/Ac)	168 AC	\$ _____ / acre	\$ _____
0002	Road spraying (\$/LF)	28,560 LF	\$ _____ / LF	\$ _____

Total Project Cost = \$ NO BID

Company Name Carpenter Reclamation Inc.

Address: P.O. Box 13015 Lissosville, WV 25360

Name (printed) KELLEY CARPENTER Title President

Signature Kelley Carpenter Date 9/27/07

**BID SHEET
#DEP14180**

Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

Landfill Mowing Region Three

<u>Item No.</u>	<u>Description</u>		<u>Unit Price</u>	<u>Amount</u>
0001	Mowing & weed-eating (\$/Ac)	160 AC ^{KC}	\$ <u>400.00</u> / acre	\$ <u>64,000.00</u>
0002	Road spraying (\$/LF)	29,600 LF	\$ <u>2.00</u> / LF	\$ <u>59,200.00</u>

Total Project Cost = \$ 123,200.00

Company Name Carpenter Reclamation Inc.

Address: P. O. Box 13015 Sissonville WV 25360

Name (printed) KELLEY CARPENTER Title President

Signature Kelley Carpenter Date 9/27/07

Attachment A

Listed below are the LCAP facilities and approximate areas to be mowed and sprayed

<u>Region One Includes:</u>	<u>Mowing</u>	<u>Road Spraying</u>
1. Big Bear Lake Landfill	3 acres	1500 LF
2. City of Buckhannon Landfill	8 acres	2600 LF
3. City of Clarksburg Landfill	10 acres	2000 LF
4. City of Kingwood Landfill	15 acres	6800 LF
5. Marion County Landfill	40 acres	5900 LF
6. Monongalia County Landfill	18 acres	3000 LF
7. City of Morgantown Landfill	15 acres	1900 LF
8. City of Moundsville Landfill	15 acres	3200 LF
9. Preston County / Rehe Landfill	20 acres	3000 LF
10. <u>City of Wheeling Landfill</u>	30 acres	5400 LF
Approximate Totals	174 acres	35,300 LF

<u>Region Two Includes:</u>	<u>Mowing</u>	<u>Road Spraying</u>
1) Berkeley County Landfill	30 acres	5800 LF
2) Capon Springs Landfill	5 acres	1260 LF
3) Fayette County Landfill	15 acres	1500 LF
4) Grant County / Petersburg Landfill	15 acres	2500 LF
5) Hampshire County Landfill	10 acres	2500 LF
6) Jefferson County Landfill	30 acres	3500 LF
7) McDowell County Landfill	15 acres	4800 LF
8) <u>City of Montgomery Landfill</u>	13 acres	2500 LF
9) Morgan County Landfill	20 acres	3600 LF
10) <u>Wyoming County Landfill</u>	15 acres	600 LF
Approximate Totals	168 acres	28,560 LF

Attachment A Continued

<u>Region Three Includes:</u>	<u>Mowing</u>	<u>Road Spraying</u>
1) Central WV Refuse Landfill	12 acres	5100 LF
2) Don's Disposal Landfill	24 acres	4100 LF
3) ERO Landfill	30 acres	6500 LF
4) Fleming Landfill	22 acres	1400 LF
5) Jackson County Landfill	23 acres	3000 LF
6) Kanawha Western Landfill	21 acres	2400 LF
7) Mingo County Landfill	10 acres	3100 LF
8) Pine Creek / Omar Landfill	12 acres	2000 LF
9) City of South Charleston Landfill	7 acres	2000 LF
Approximate Totals	160 acres	29,600 LF

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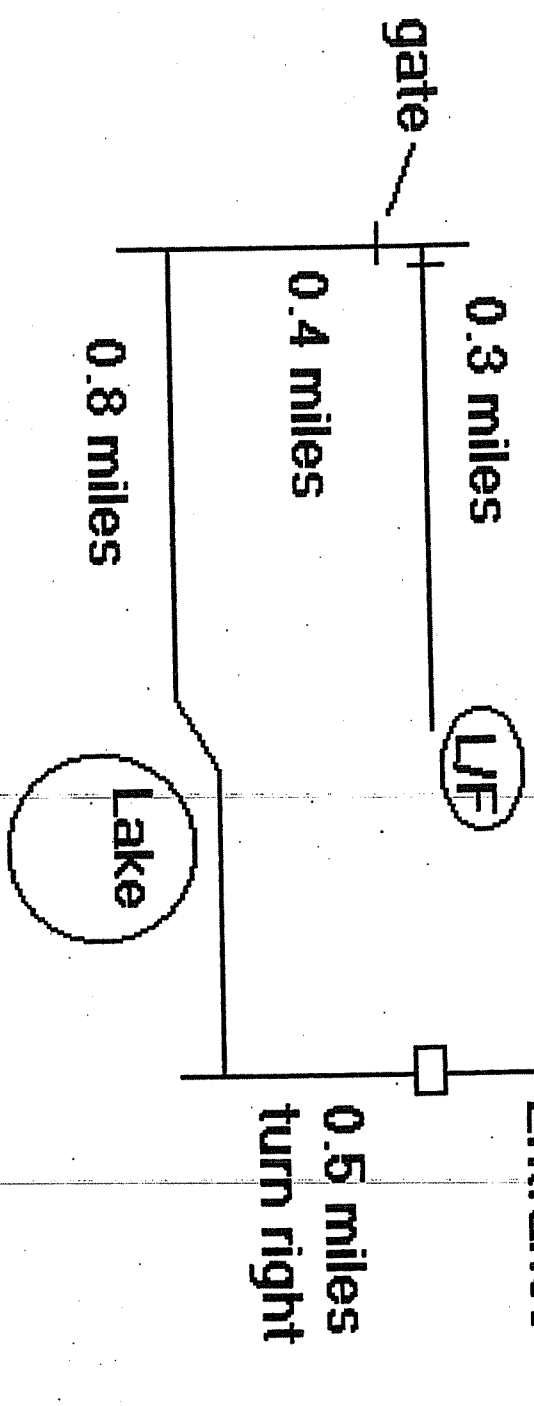
REGION 1

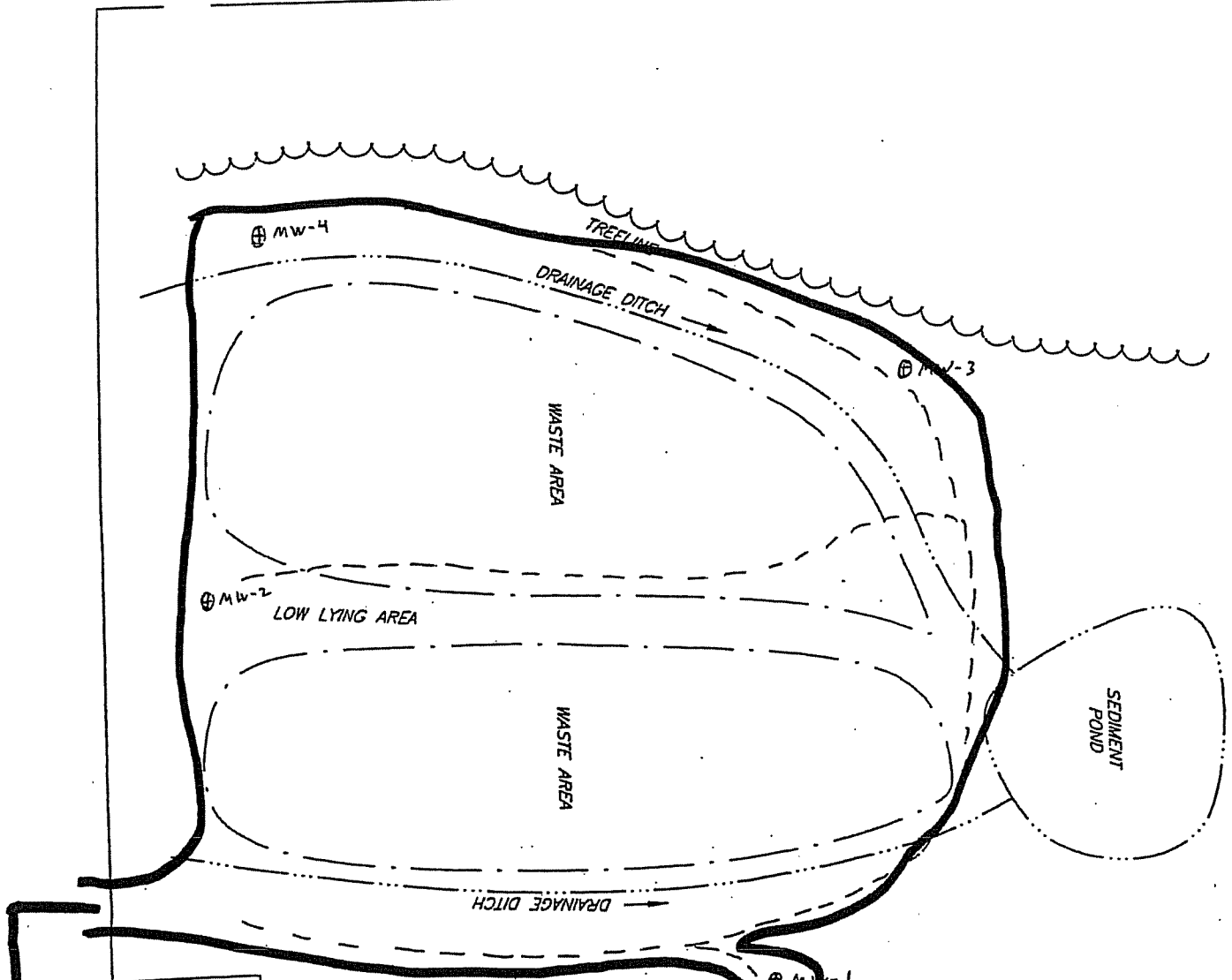
< Morgantown

I-68 Hazelton Exit

MD >

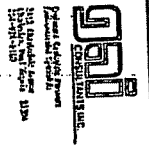
**DIRECTIONS TO:
BIG BEAR LAKE
LANDFILL**





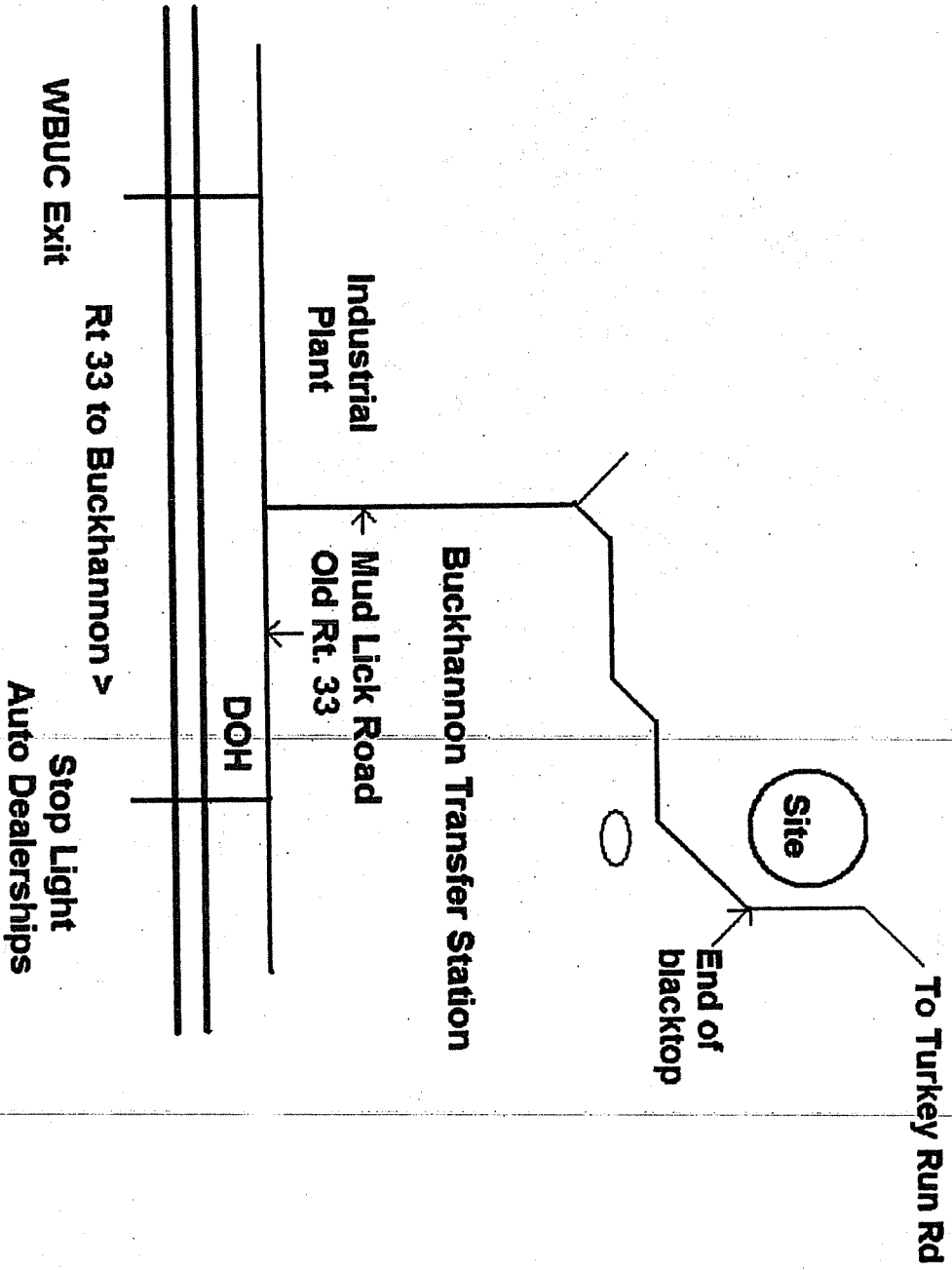
Big Bear Lake

- Note:
1. 4 new wells were installed in 2004.
 2. All weather access roads have been ins to each well.
 3. Original drawing created by GAI in 20
 4. Site corrections for 2006 update create WV DEP LCAP.

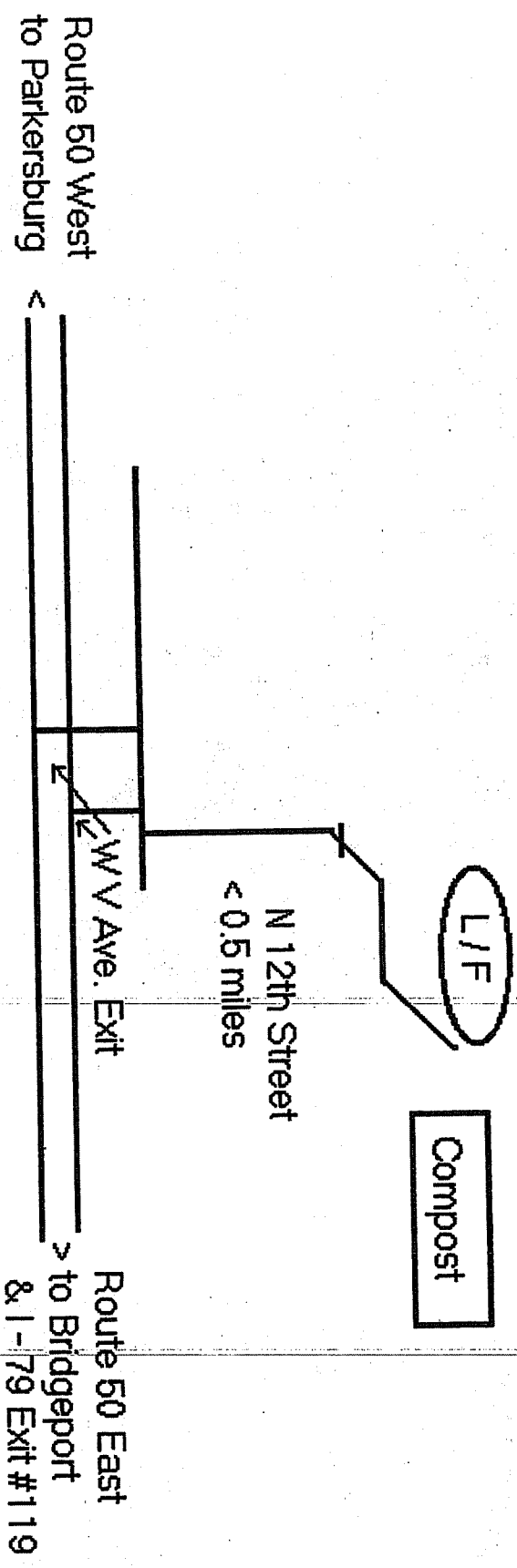
	FACILITY LAYOUT MAP BIG BEAR LAKE LANDFILL PRESTON COUNTY, WEST VIRGINIA		DWG. ETC. CHRD.
	WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION CHARLESTON, WEST VIRGINIA		APPD. CSB DATE SCALE: DRAWING NUMBER 2000-378-B2

To gate 1/4 mile

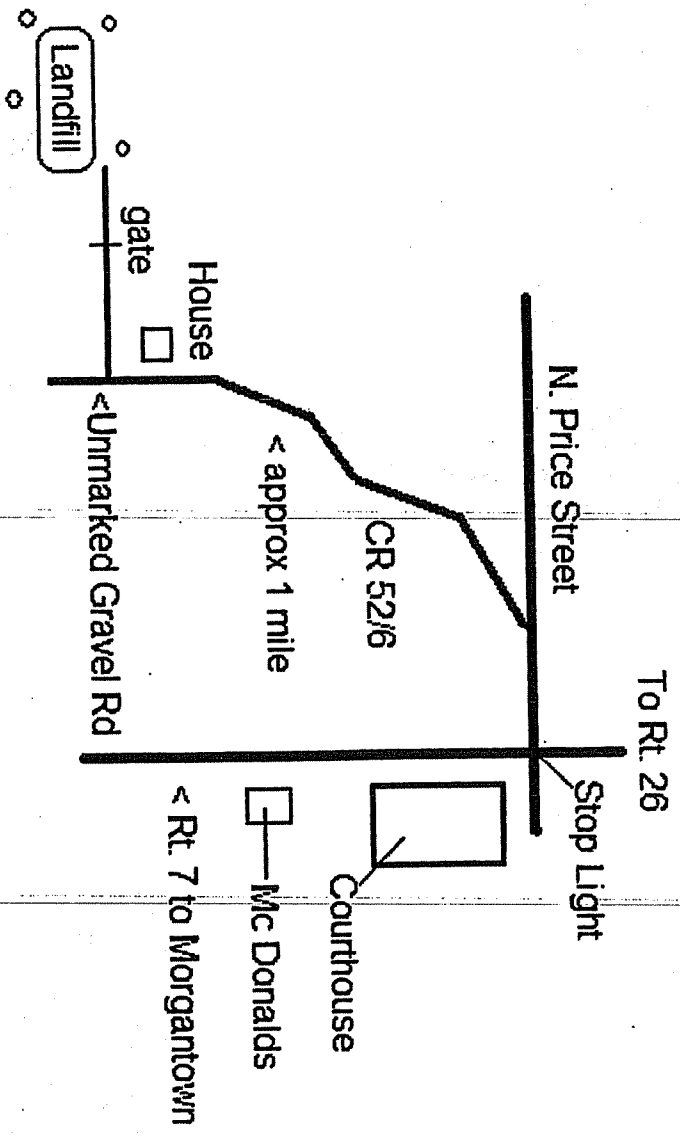
City of Buckhannon Landfill

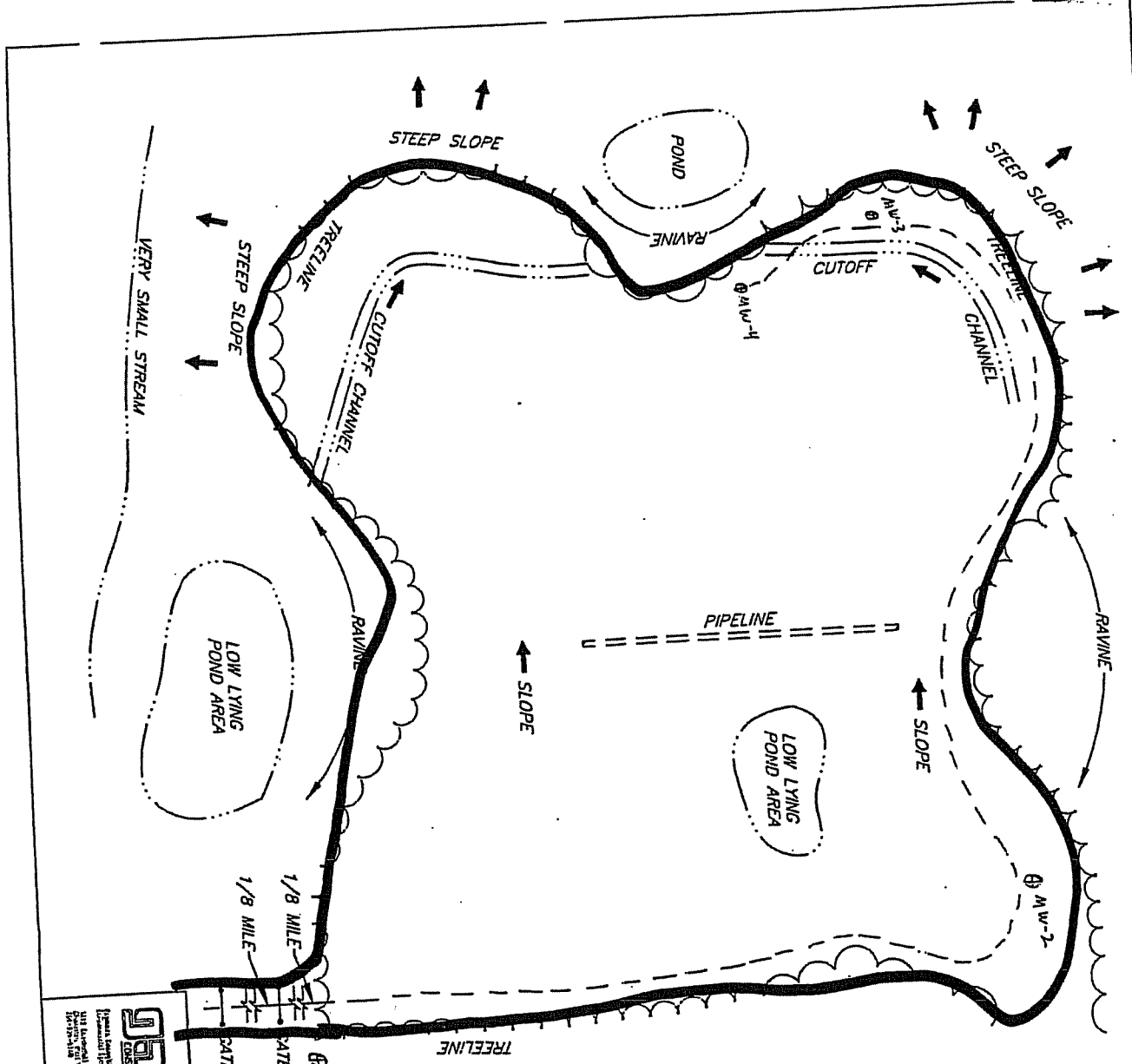


Directions to City of Clarksburg Closed Landfill & Compost Site



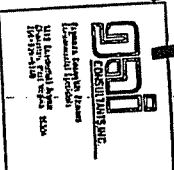
Directions to City of Kingwood Landfill





Kingwood

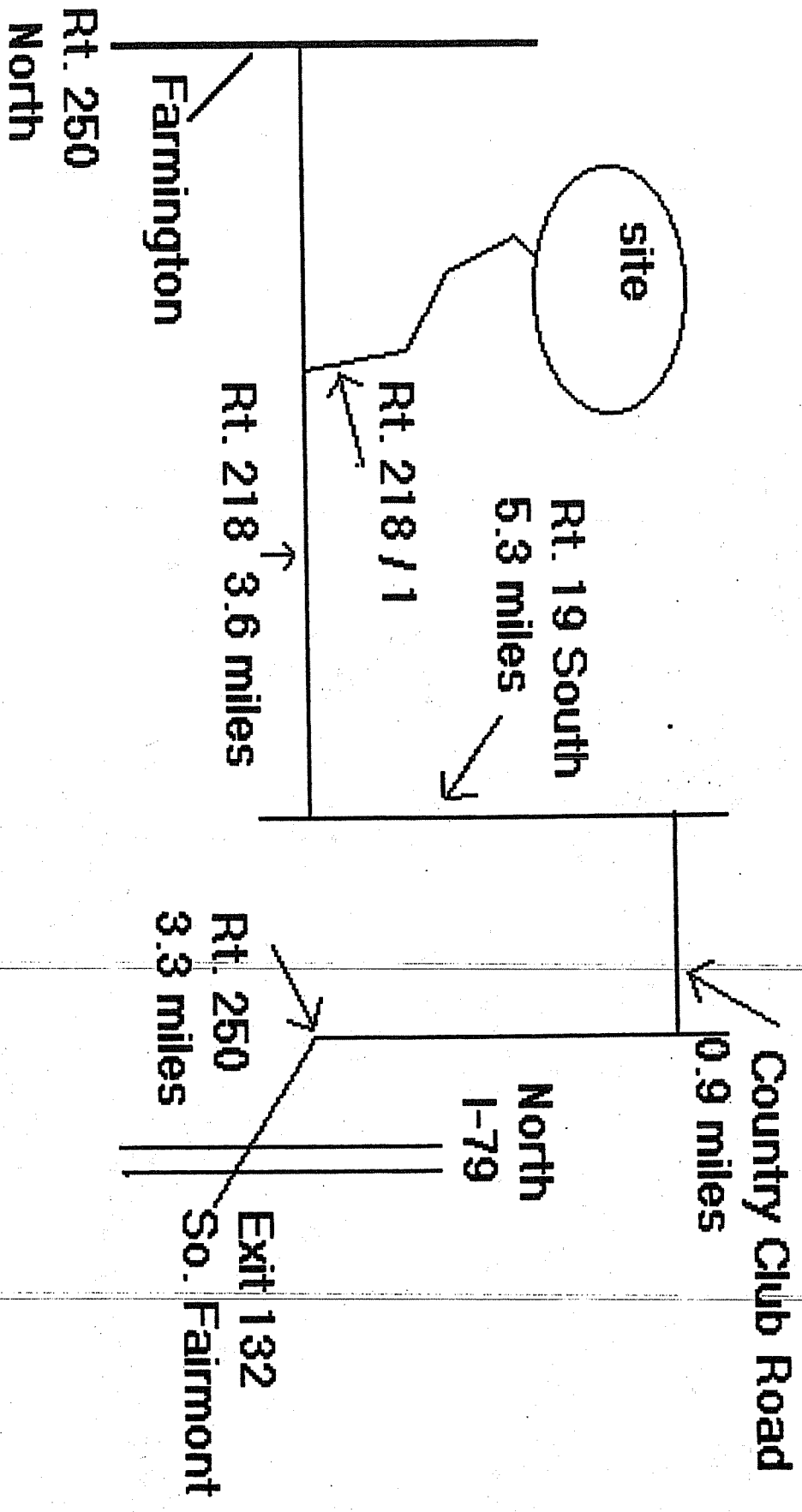
- Note:
1. 4 new wells were installed in 2004.
 2. All weather access roads have been installed to each well.
 3. Original drawing created by GAI in 2000.
 4. Site corrections for 2006 update created by WV DEP LCAP.



FACILITY LAYOUT MAP
KINGWOOD LANDFILL
PRESTON COUNTY, WEST VIRGINIA
WEST VIRGINIA DIVISION OF
ENVIRONMENTAL PROTECTION
CHARLESTON, WEST VIRGINIA

APPD.	CSB	DATE
SCALE:	NOT TO SCALE	
DRAWING NUMBER	2000-378-B4E	

Directions to Marion County Landfill



Directions to Monongalia County Closed Landfill

I-79 North

Rt. 19 South 5.4 miles

Mall

Exit #152

Little Indian Creek

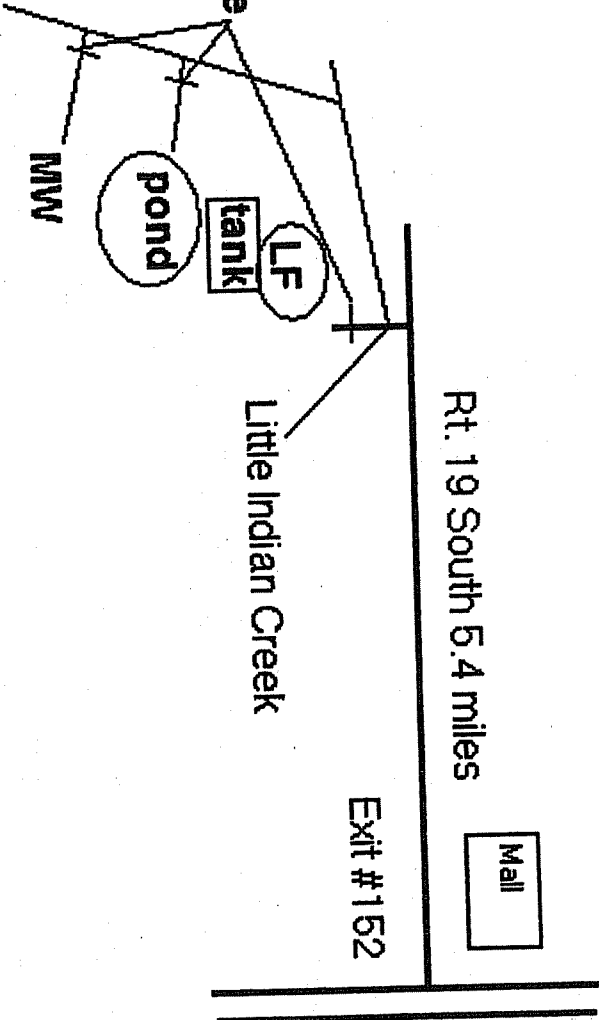
gate

LF

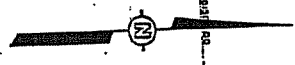
tank

pond

MW



GRAPHIC SCALE
1" = 100'



from available on file detailing the...
representative of...
not responsible for...
dated April 2, 1984.

NO.	DATE	BY	DESCRIPTION
1	11/15/83
2

Shaw
MONONGALIA COUNTY LANDFILL
LEACHATE COLLECTION PLAN
LEACHATE COLLECTION SYSTEM IMPROVEMENT

DESIGNED BY: P. J. ...
CHECKED BY: ...
DATE: ...
PROJECT NO.: 840596-D2B
SHEET NO.: C-35

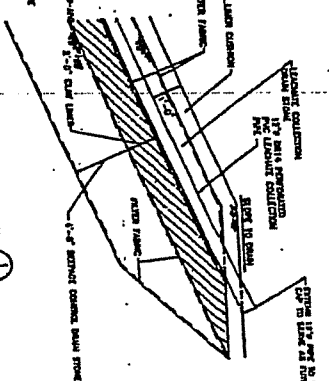
SCALE
1" = 100'

LEGEND
INDICATES LEACHATE COLLECTION, LEACHATE
COLLECTION LINE AND CLEANOUT
LENGTH OF LEACHATE LINES TO BE CLEANED.
TOTAL LENGTH FEET = 4,387

NOTE:
DIMENSIONS ARE PROVIDED AS REFERENCE FOR LEACHATE COLLECTION SYSTEM
IMPROVEMENT. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE
EXISTING LEACHATE COLLECTION LINE UNLESS OTHERWISE NOTED. ALL DIMENSIONS
SHOWN ARE TO BE TAKEN FROM THE CENTERLINE OF THE EXISTING LEACHATE COLLECTION
LINE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO BE TAKEN FROM THE
CENTERLINE OF THE EXISTING LEACHATE COLLECTION LINE UNLESS OTHERWISE NOTED.

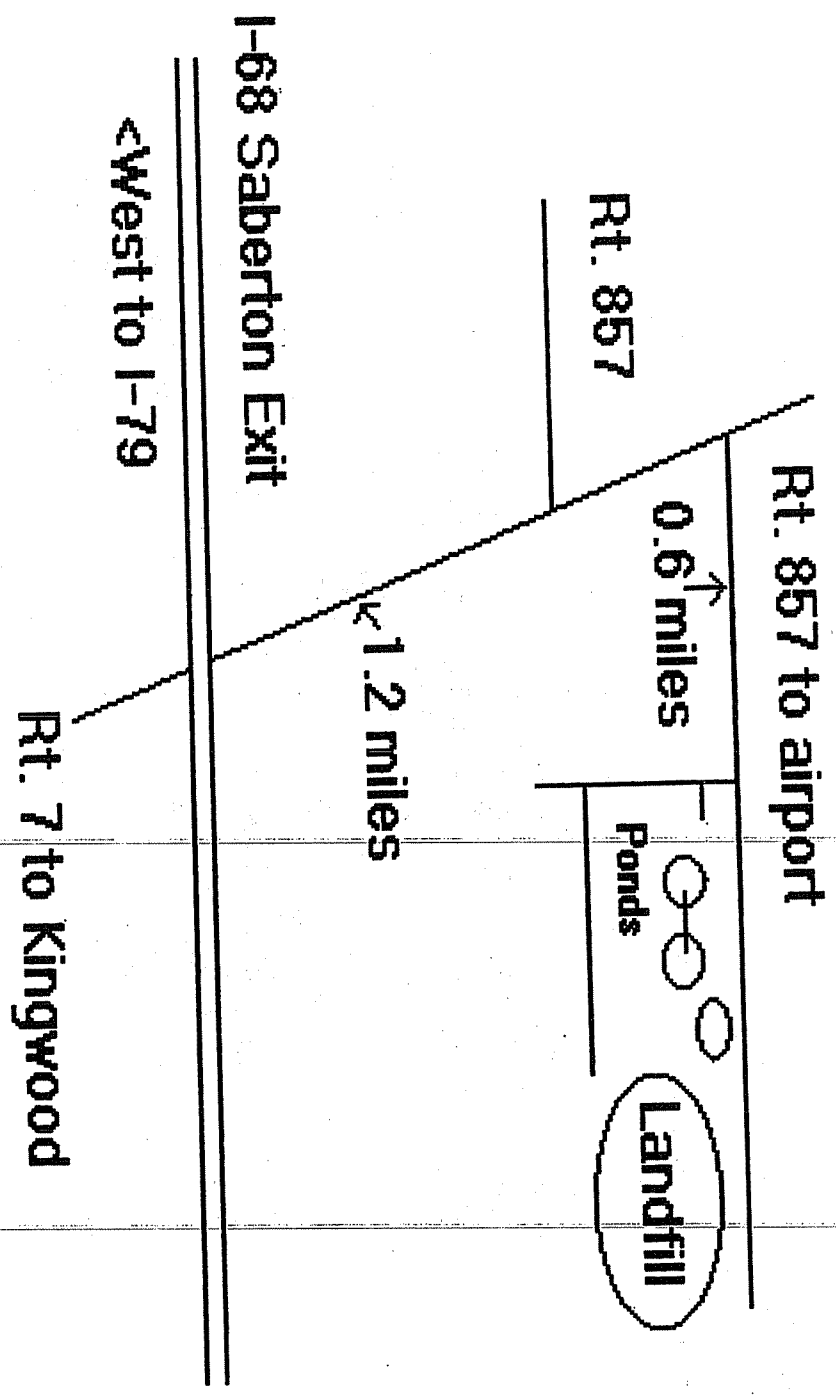
Fill Monongalia

DETAIL
TYPICAL LEACHATE COLLECTION
LINE AND CLEANOUT



gate

Tank



DIRECTIONS TO CITY OF MORGANTOWN LANDFILL

X-X' SCALE: 1" = 20'

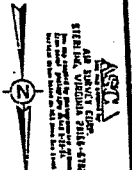
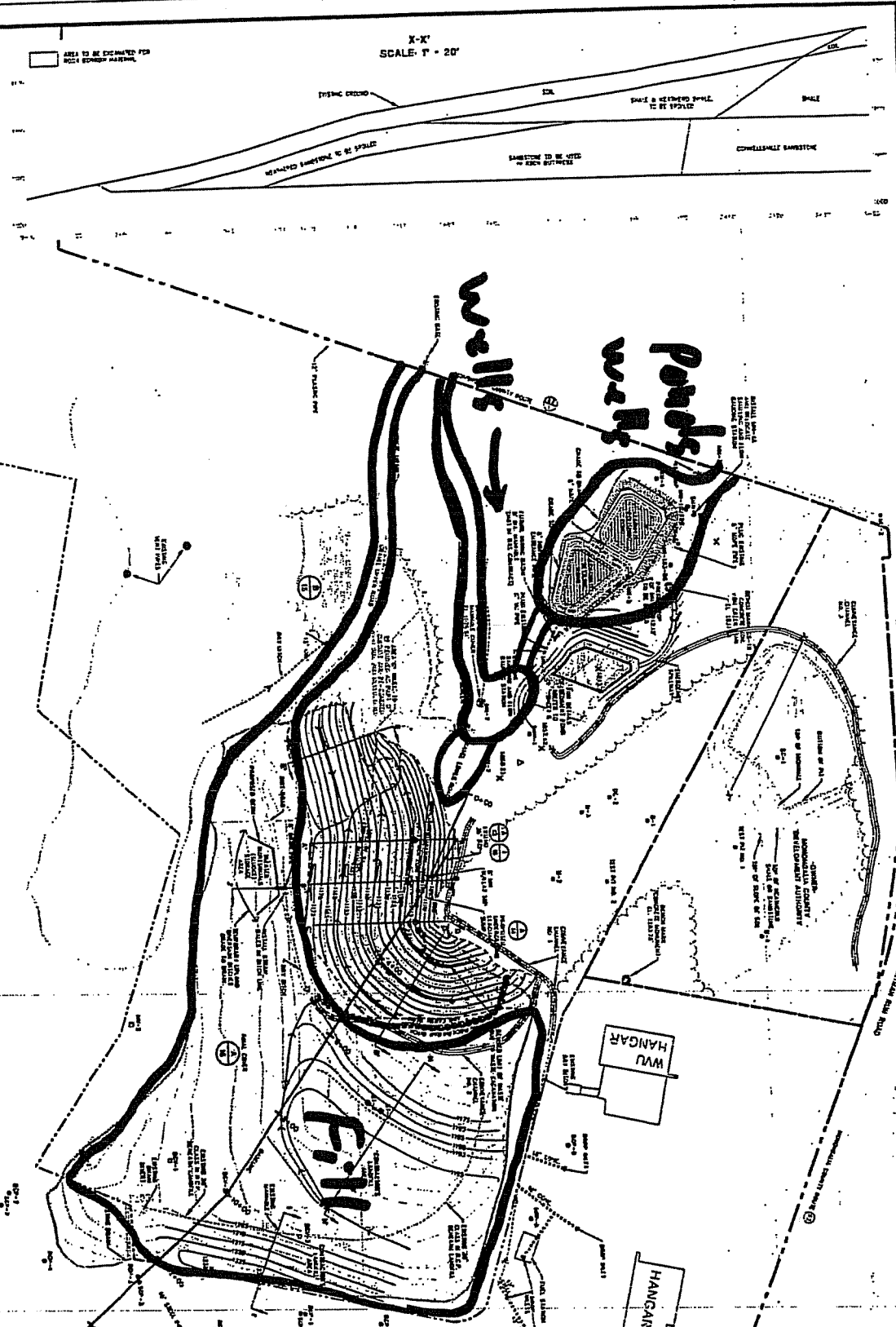
AREA TO BE EXCAVATED FOR BEST FORMER PAVING

MATCH LINE SEE SHEET #1

MORGANTOWN

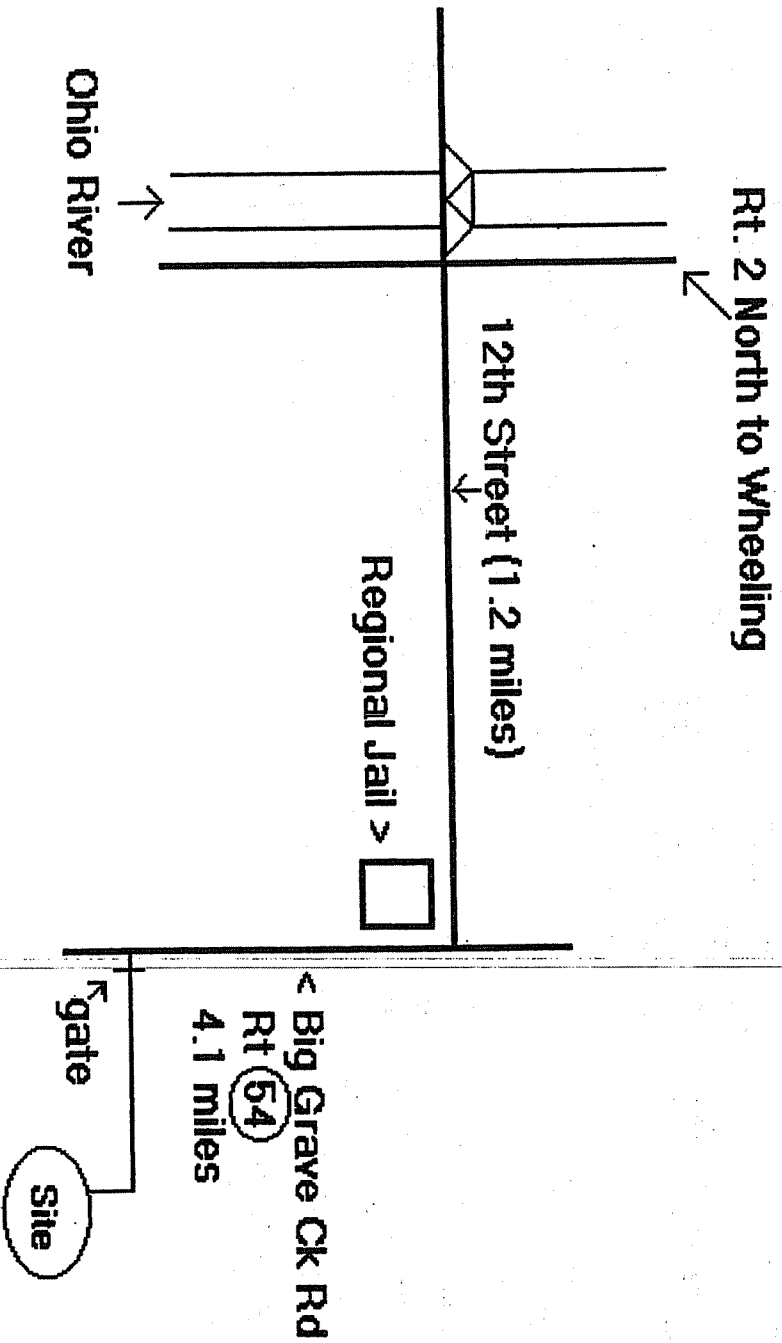
WADSWORTH CITY OF MORGANTOWN LANDFILL CLOSURE PLAN	
DATE: 11/11/11 DRAWN BY: J. WADSWORTH CHECKED BY: J. WADSWORTH APPROVED BY: J. WADSWORTH	SHEET NO. 3 OF 1

THIS DRAWING IS THE PROPERTY OF THE CITY OF MORGANTOWN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CITY OF MORGANTOWN.



ASPECT
 ALL RIGHTS RESERVED
 SITE OF MORGANTOWN
 LANDFILL CLOSURE
 PLAN

CITY OF MOUNDSVILLE LANDFILL



DIRECTIONS TO REHE LANDFILL

Rt. 92 & 7 to
Masontown

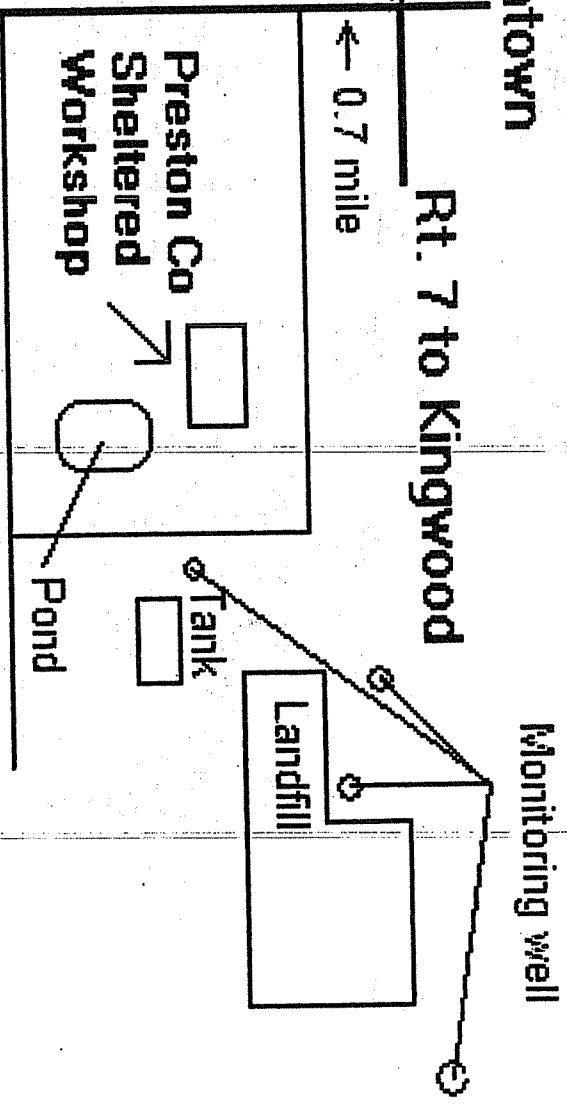
Rt. 7 to Kingwood

4 way stop in
Reedsville

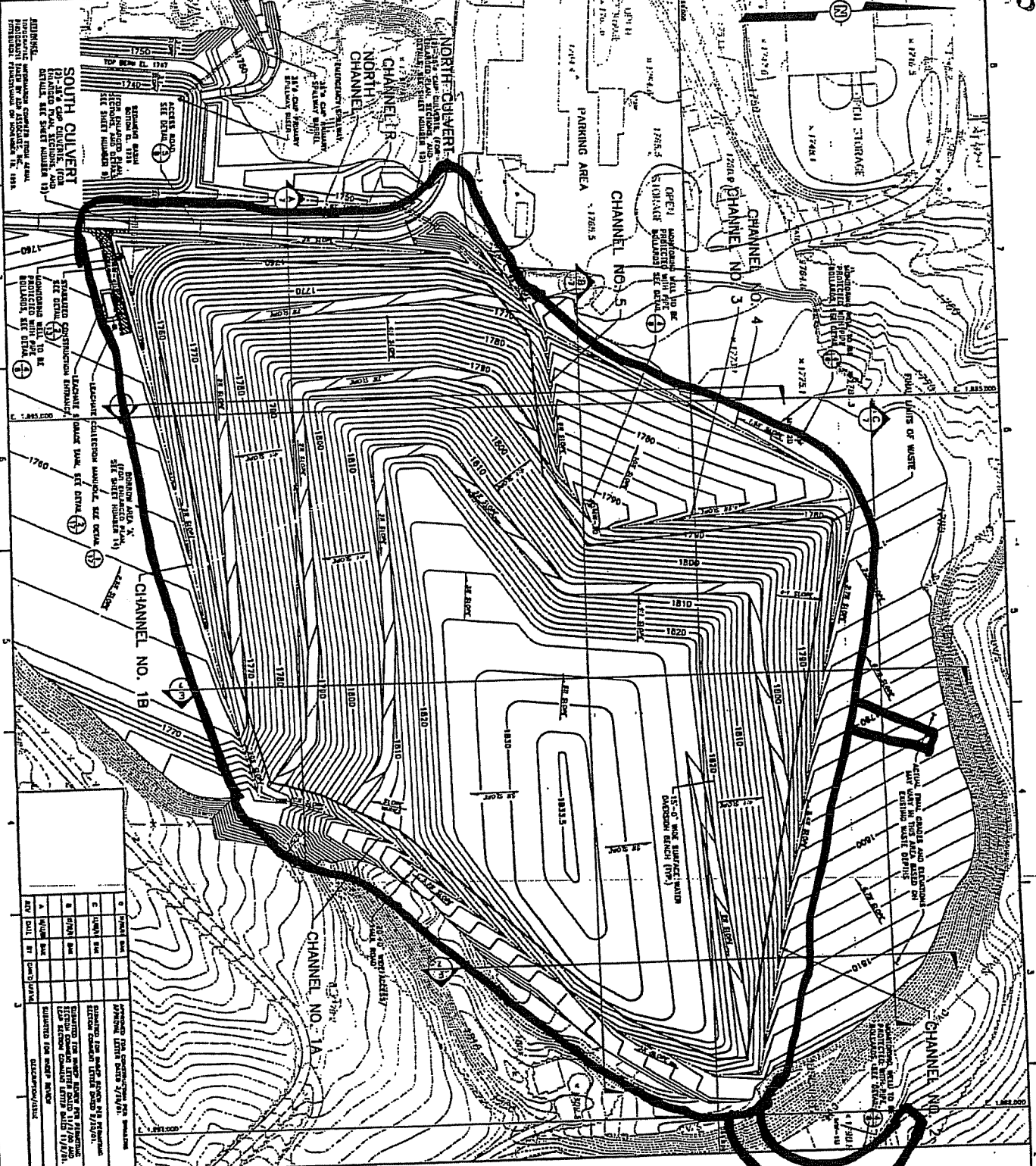
← 0.7 mile

Rt. 92/1 Arthur Road (0.7 miles)

Rt. 92 to Arthurdale



035



REV	DATE	BY	CHKD	DESCRIPTION
1	07/18/02	JW	JW	ISSUED FOR PERMITS
2	07/18/02	JW	JW	ISSUED FOR CONSTRUCTION
3	07/18/02	JW	JW	ISSUED FOR CONSTRUCTION

ITW

DEPARTMENT OF ENVIRONMENTAL PROTECTION
CHALESSEON, WEST VIRGINIA

FINAL GRADING PLAN
PRESTON COUNTY, WEST VIRGINIA

DATE: 04/08/01

APPROVED BY: [Signature]
DATE: 04/08/01

SCALE: 1" = 40'

APPROVED FOR CONSTRUCTION

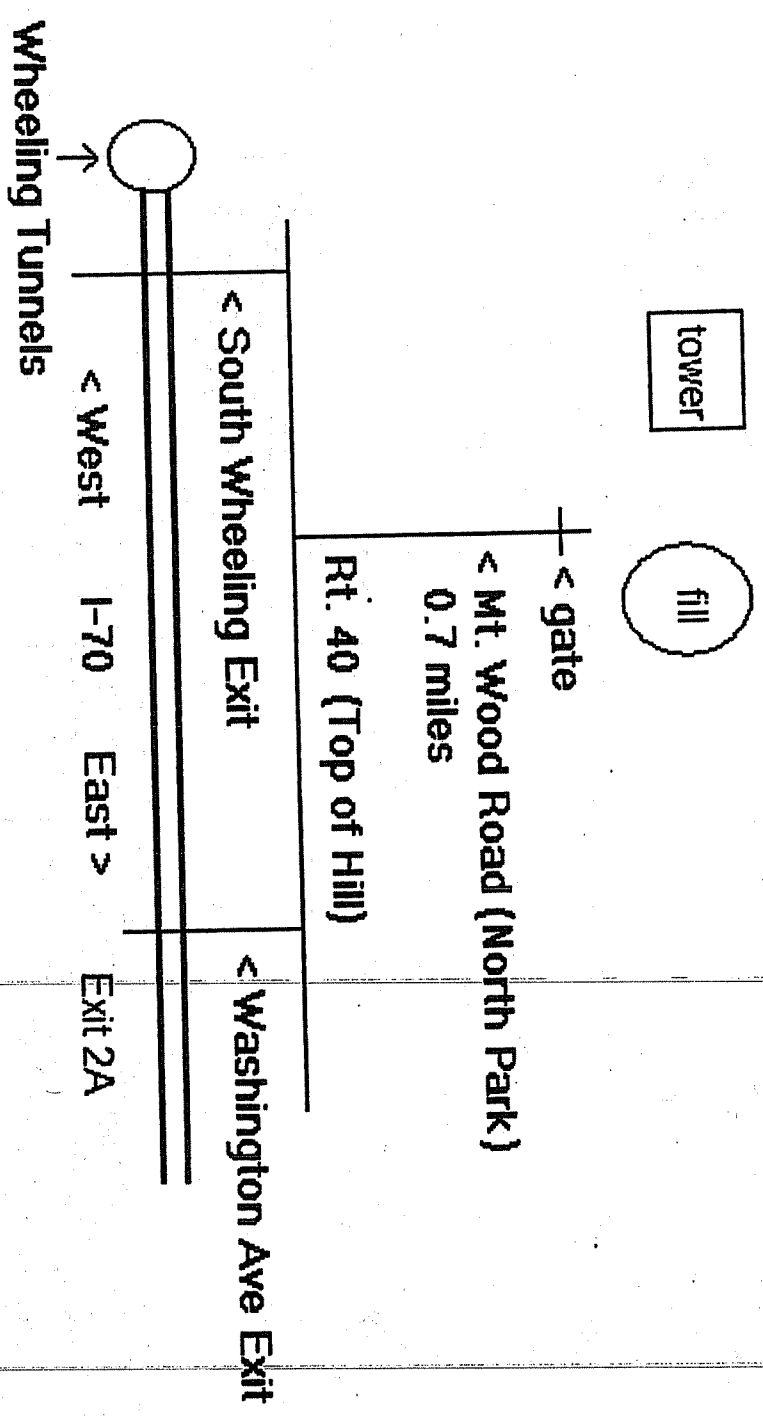
DATE: 04/08/01

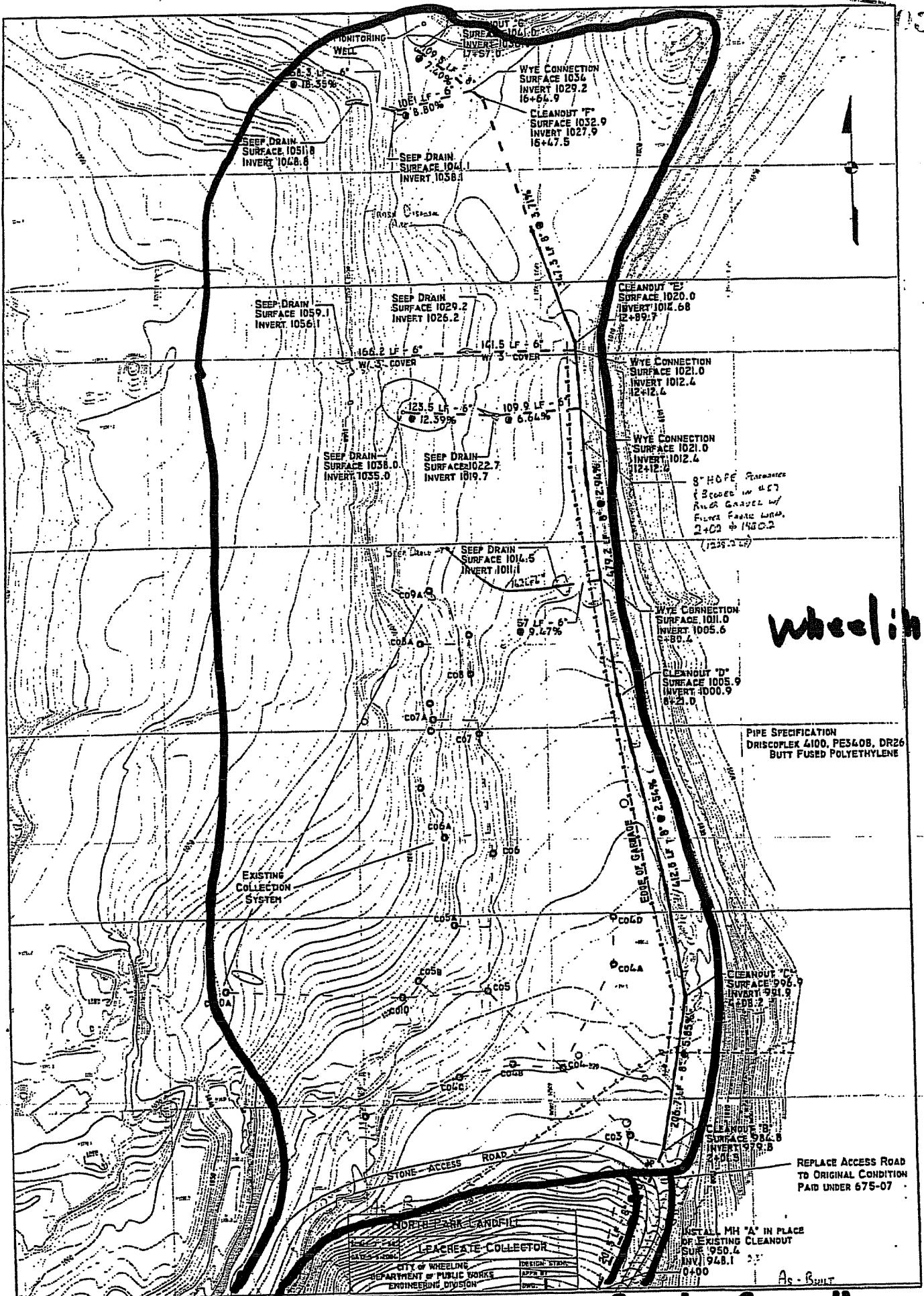
Rehr



To well

CITY OF WHEELING LANDFILL





Wheeling

To gate

To Ponds & walls

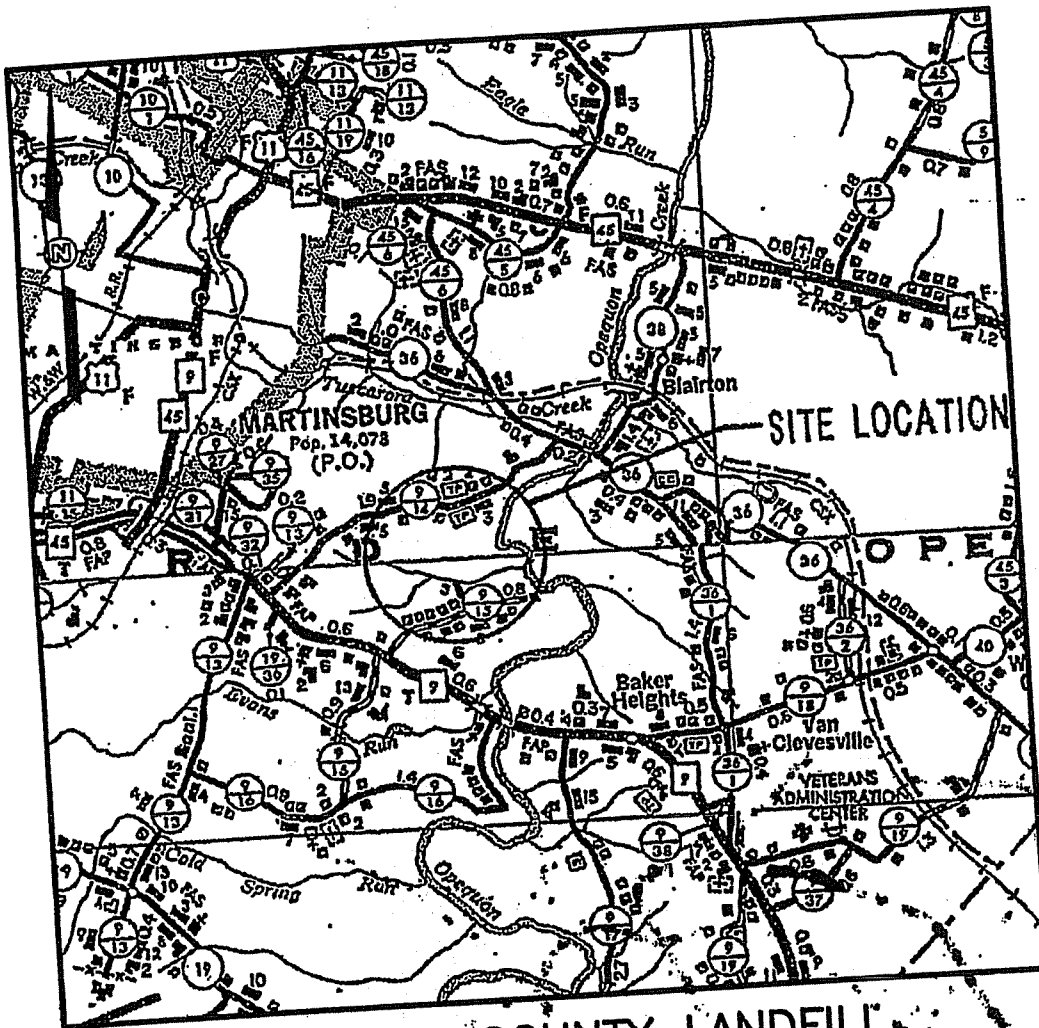
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REGION 2

840596-D1

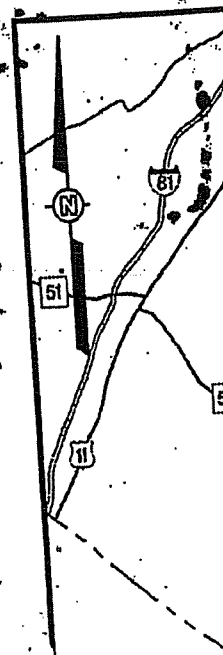
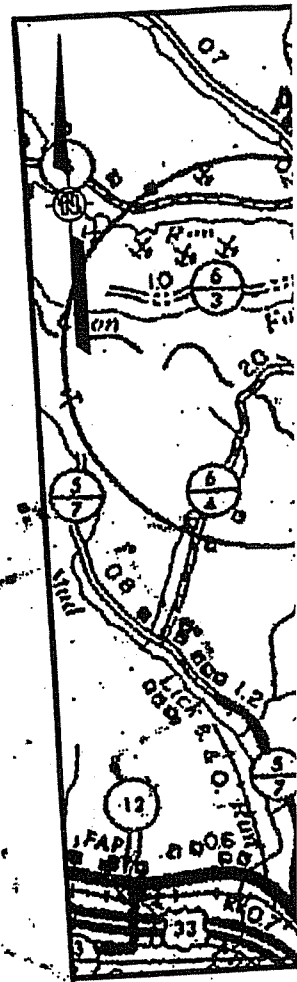
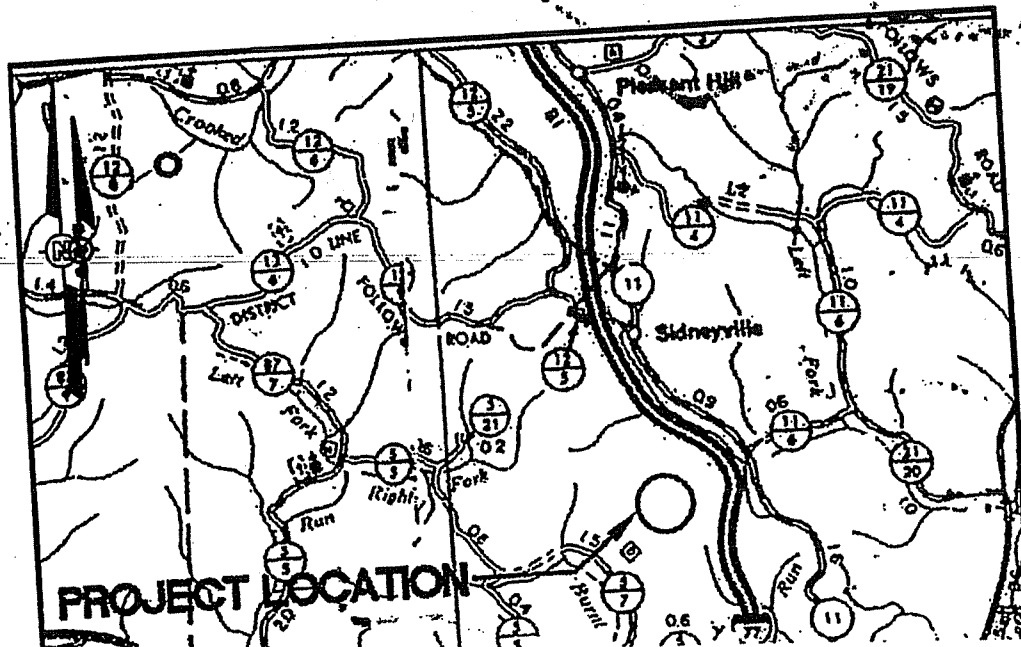
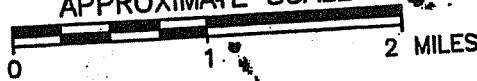
DRAWING NUMBER

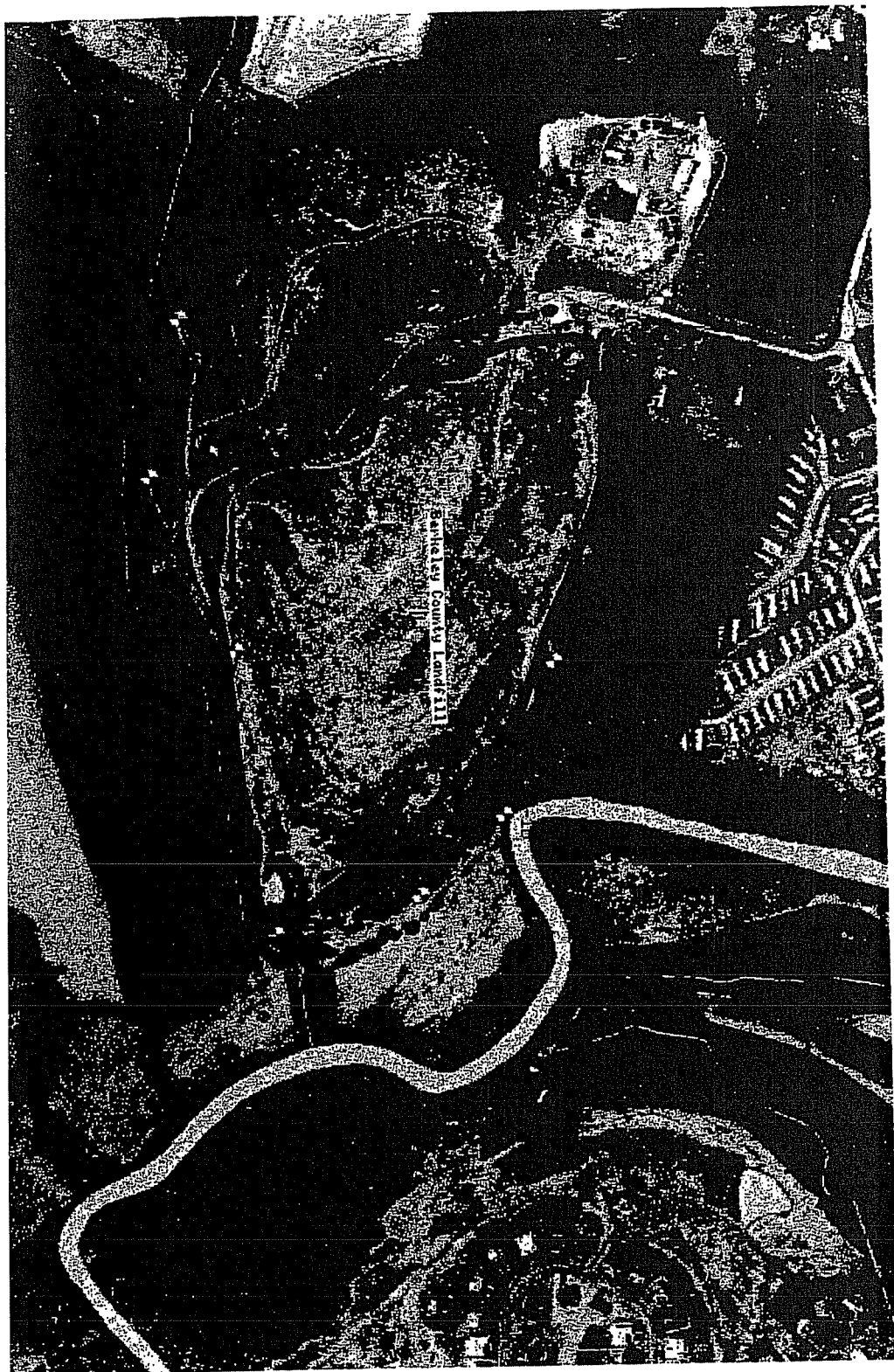
OFFICE
Pittsburgh, PA



BERKELEY COUNTY LANDFILL

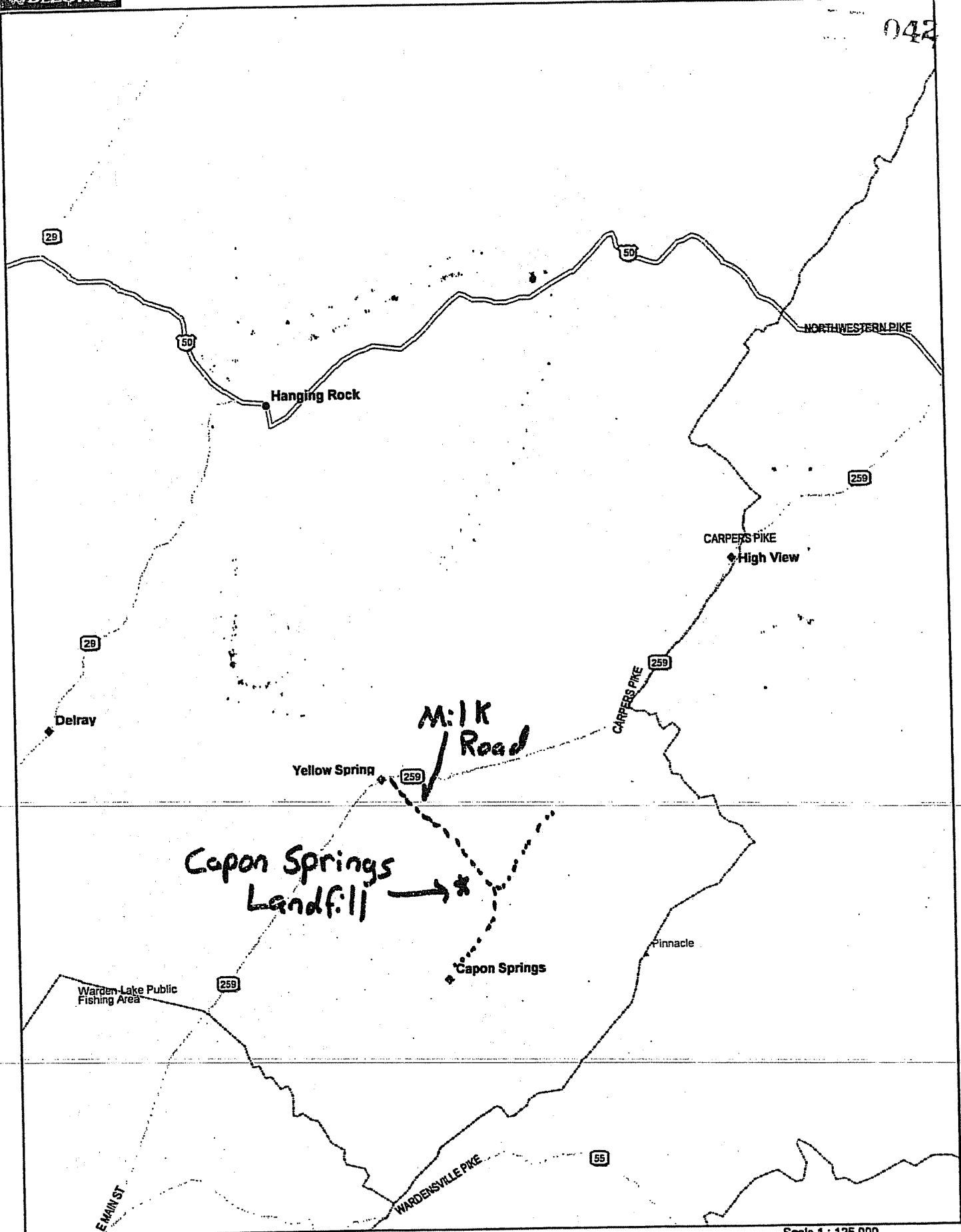
APPROXIMATE SCALE



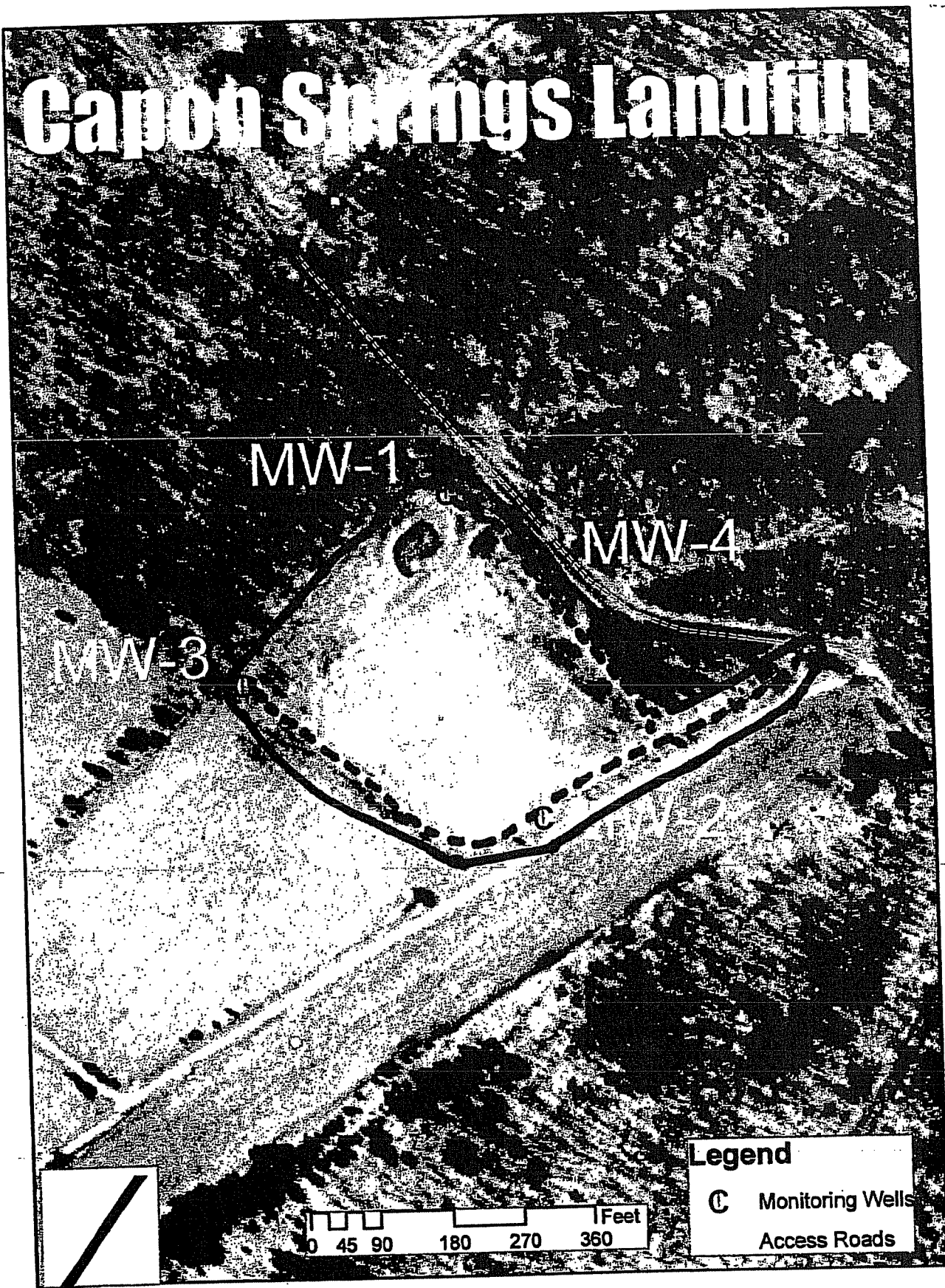


----- Road
——— Mow

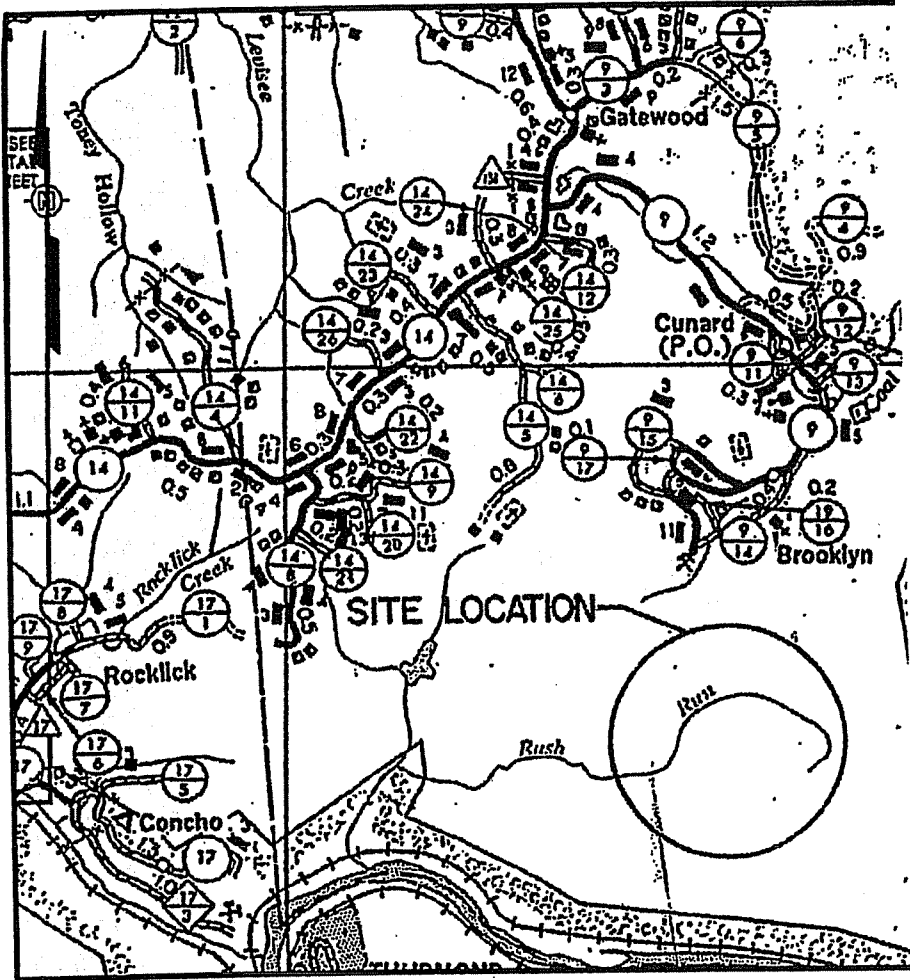
042



Capon Springs Landfill

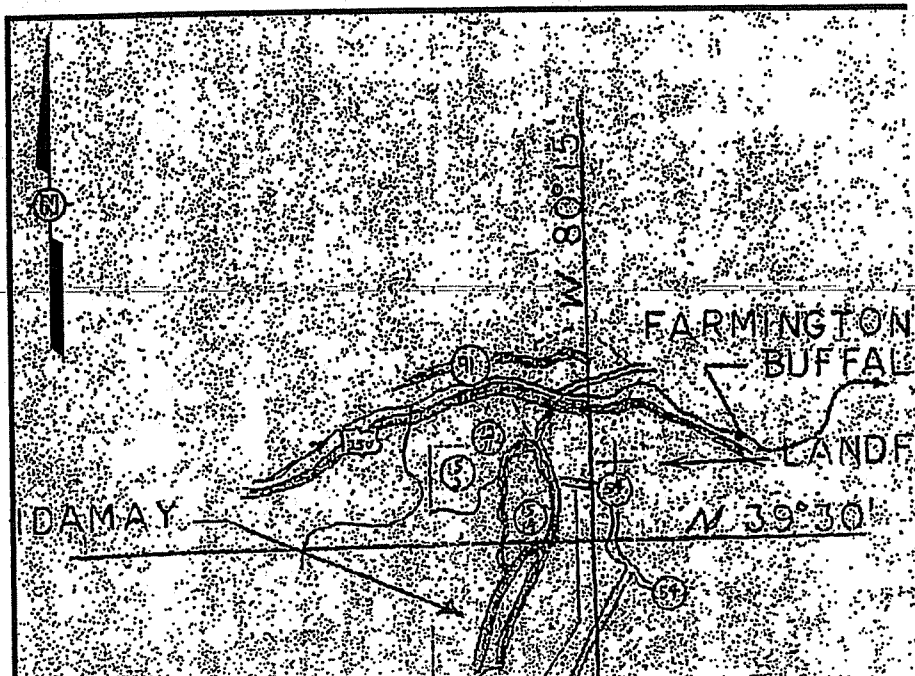
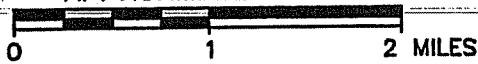


----- Roads
——— Mow



FAYETTE COUNTY LANDFILL

APPROXIMATE SCALE



Fayette County Landfill

045



MW-1

MW-2

MW-3

MW-4

4



Legend

- ⊙ Monitoring Well
- Access Roads

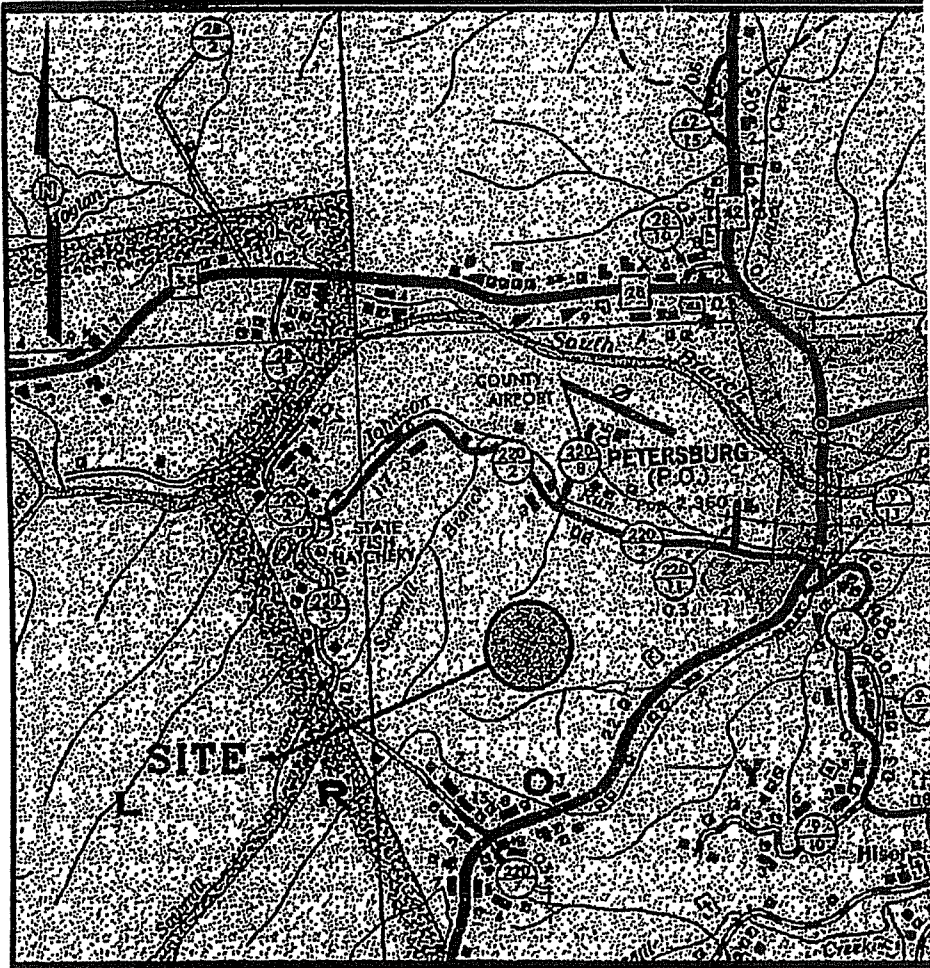
--- Road — Mow

MARION COUNTY LANDFILL

APPROXIMATE SCALE



046



Grant / PETERSBURG LANDFILL

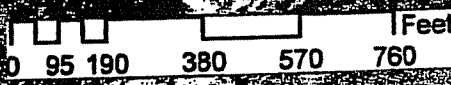
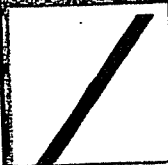
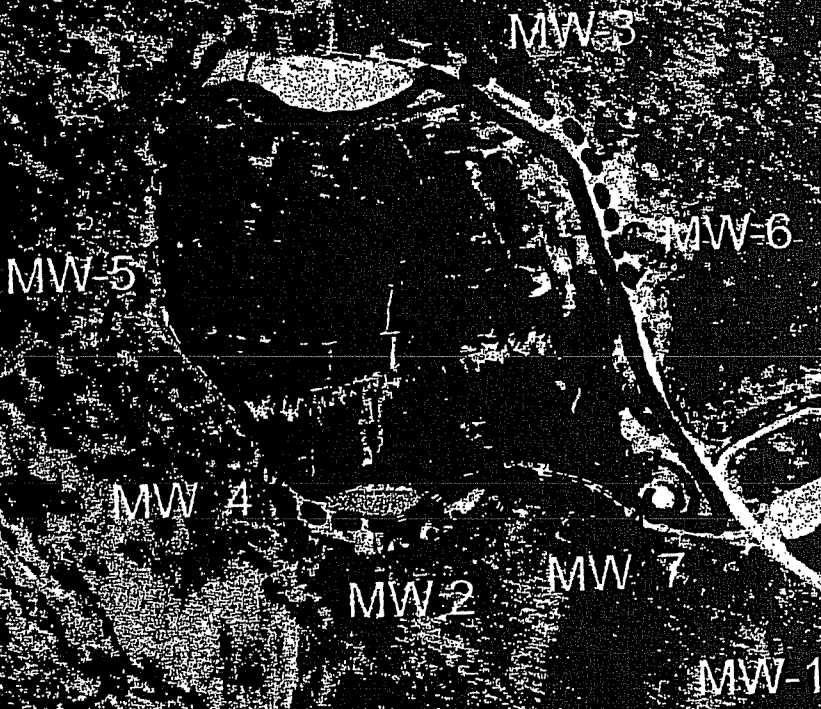
APPROXIMATE SCALE



DESIGN SYSTEM
 SHALL BE
 PURELY

	B	7/16/03	B/
A	6/24/03	B/	
REV	DATE	B	

Petersburg Landfill

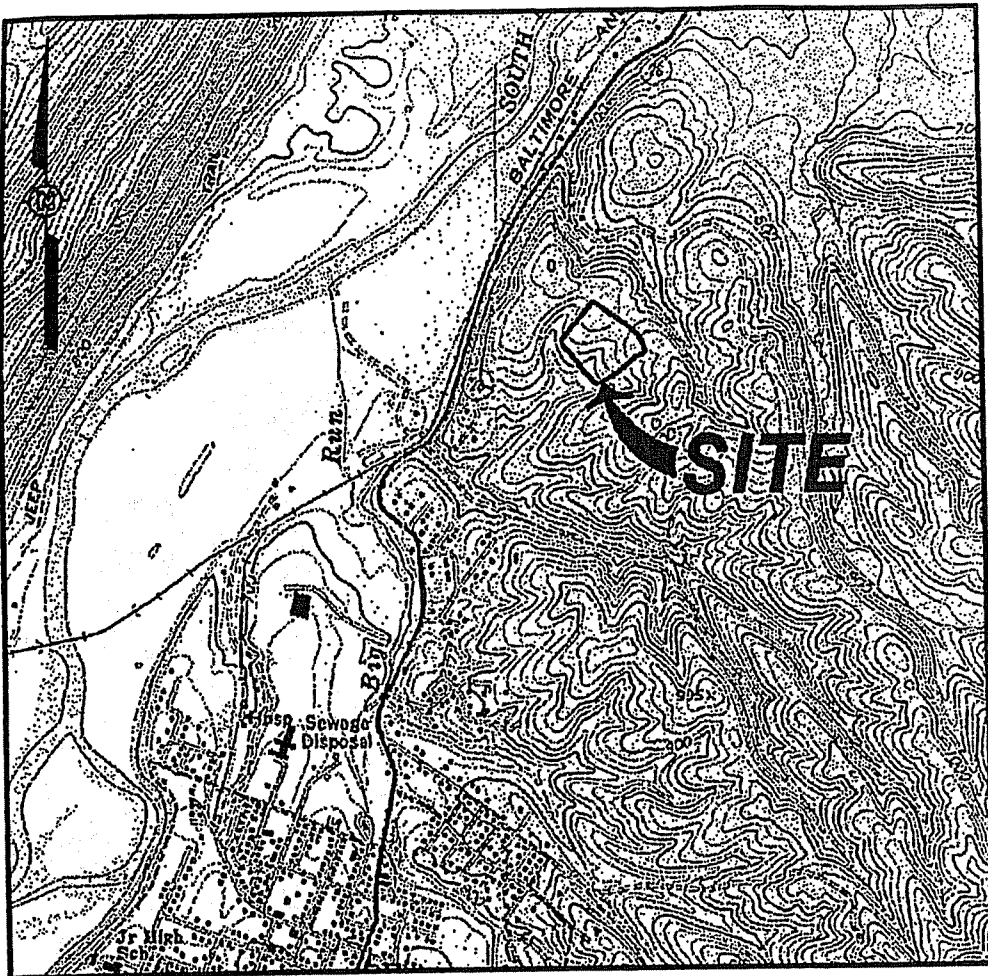


Legend

- Monitoring Wells
- Access Roads

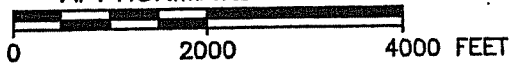
--- Road
 — Mow

D

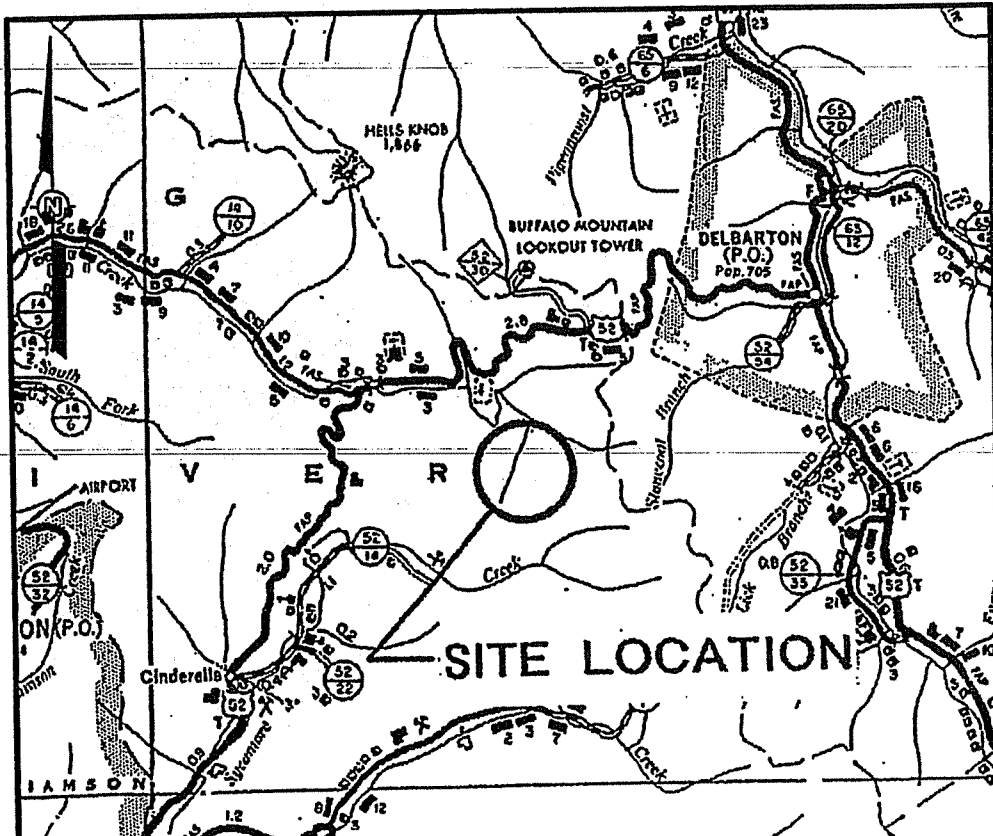


HAMPSHIRE COUNTY LANDFILL

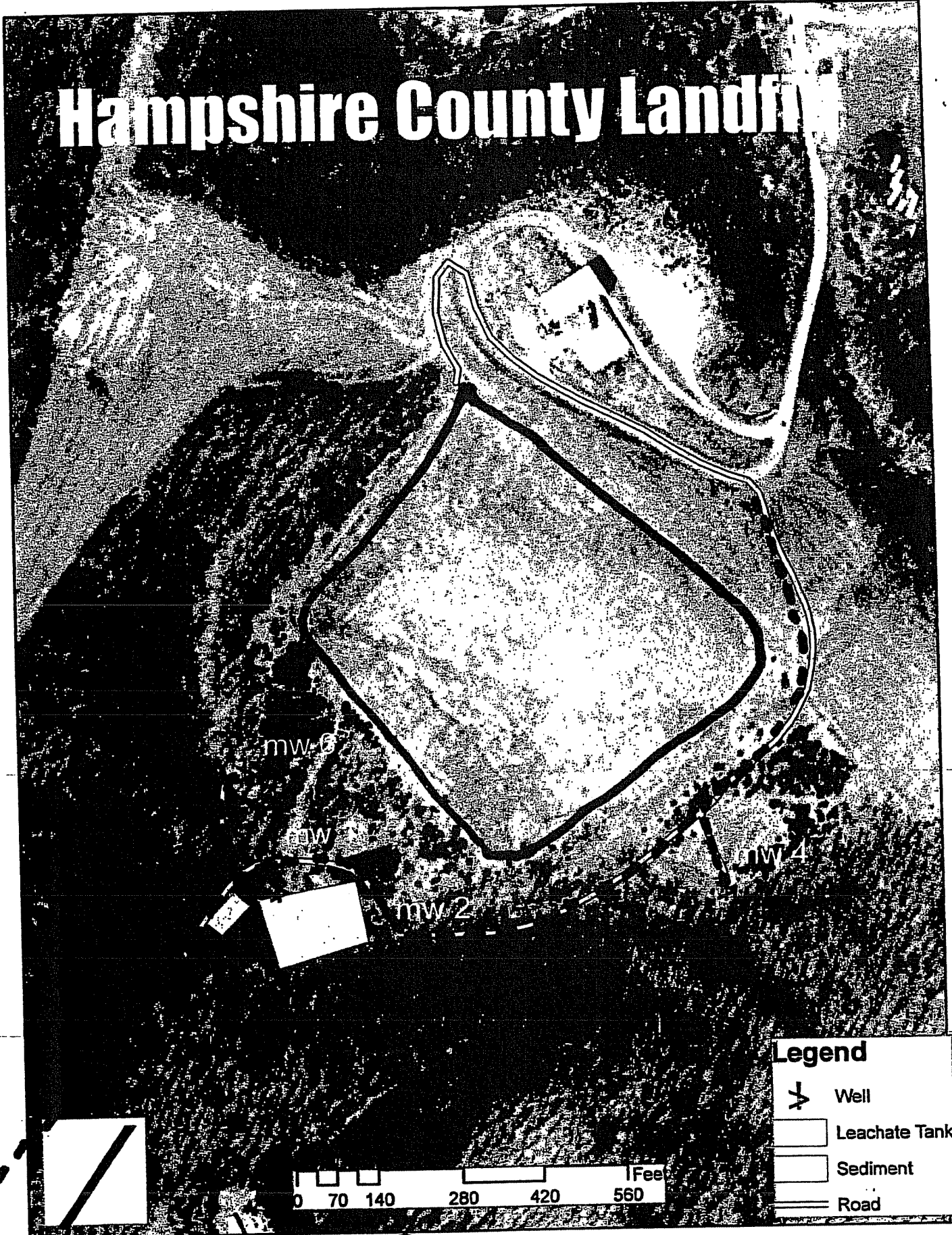
APPROXIMATE SCALE



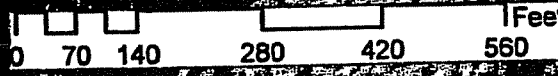
C



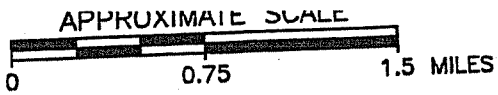
Hampshire County Landfill



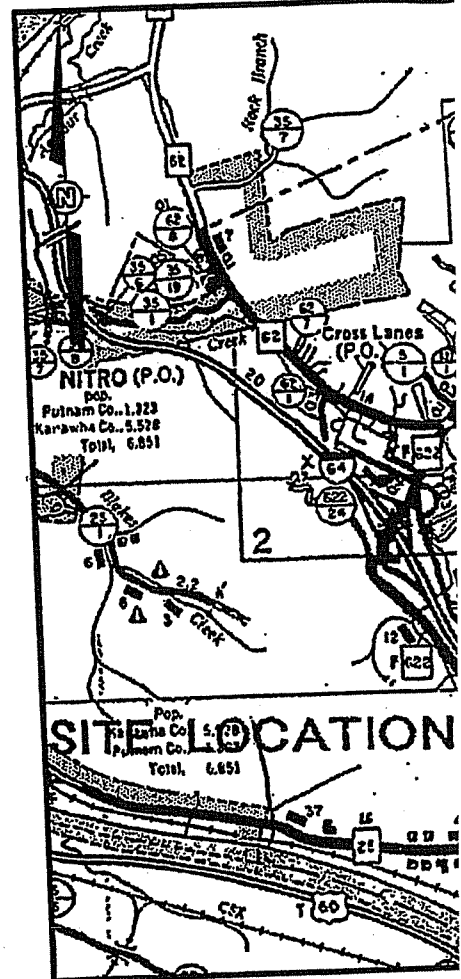
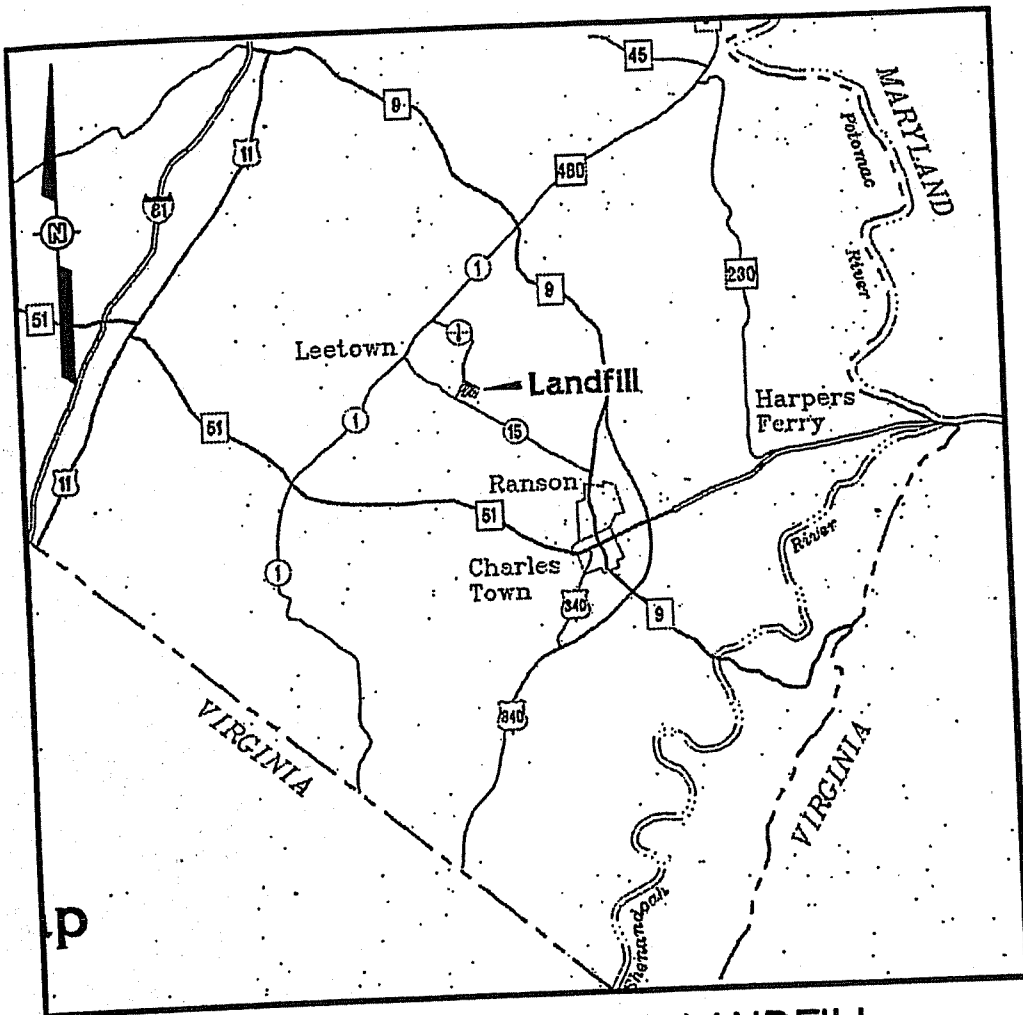
Legend	
	Well
	Leachate Tank
	Sediment
	Road



--- Roads
 --- MOW

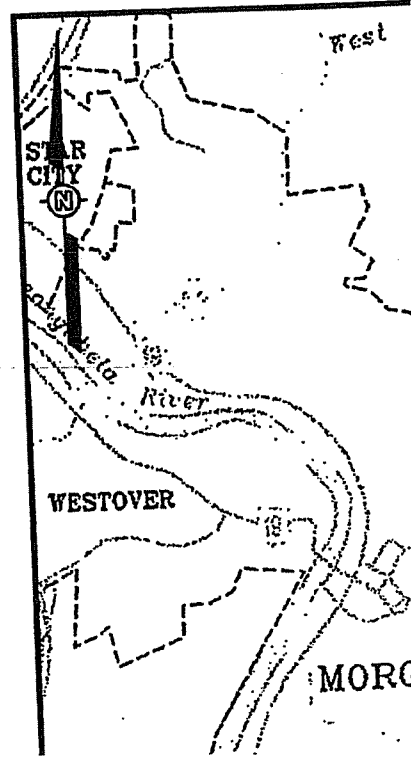
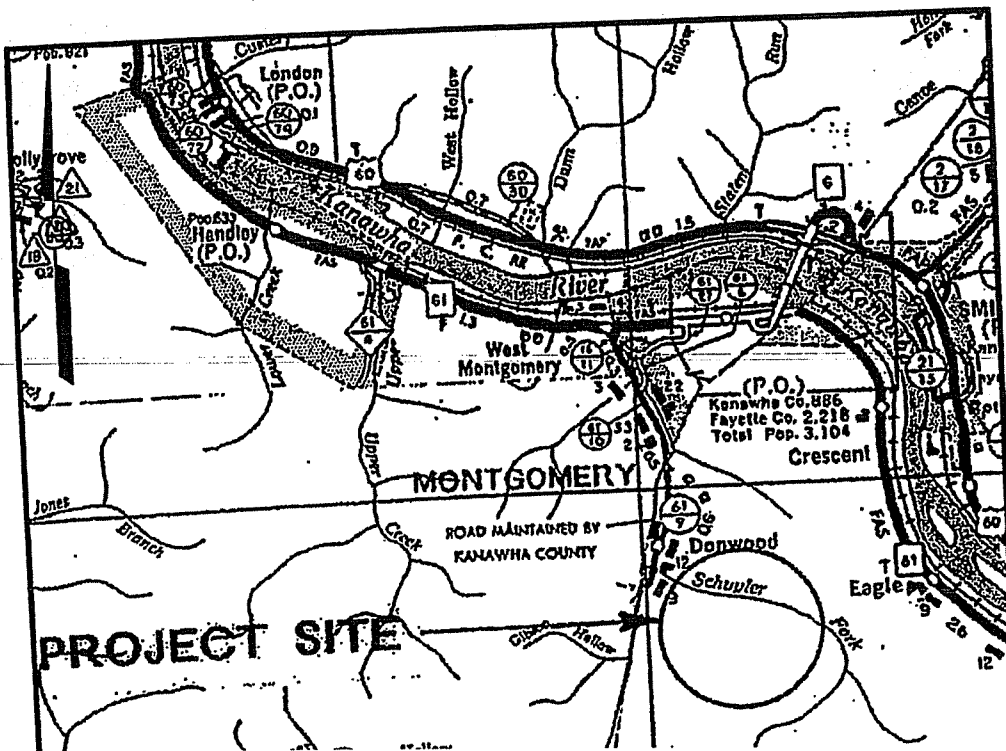
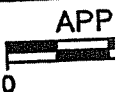
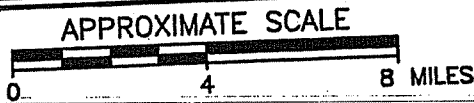


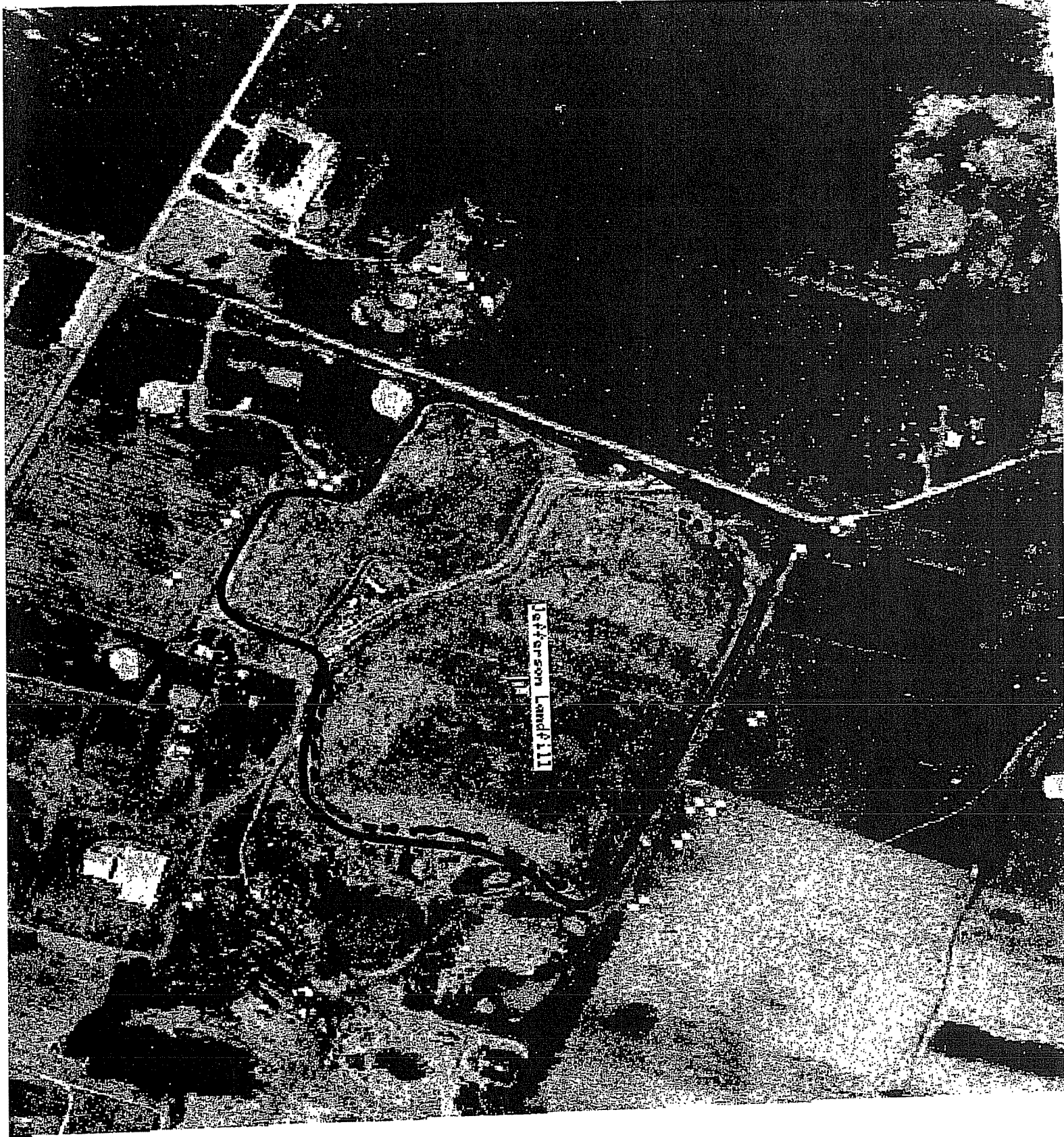
050



JEFFERSON COUNTY LANDFILL

KANAWHA





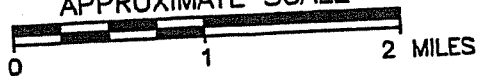
Jefferson Landfill

—— Mow
----- Road

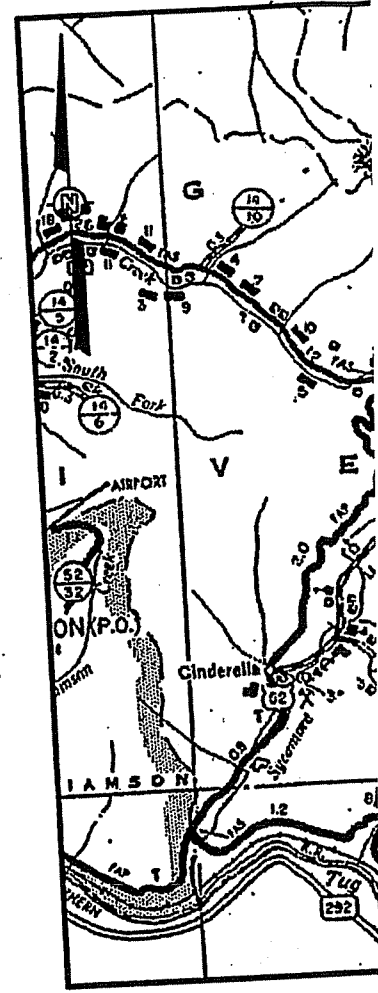
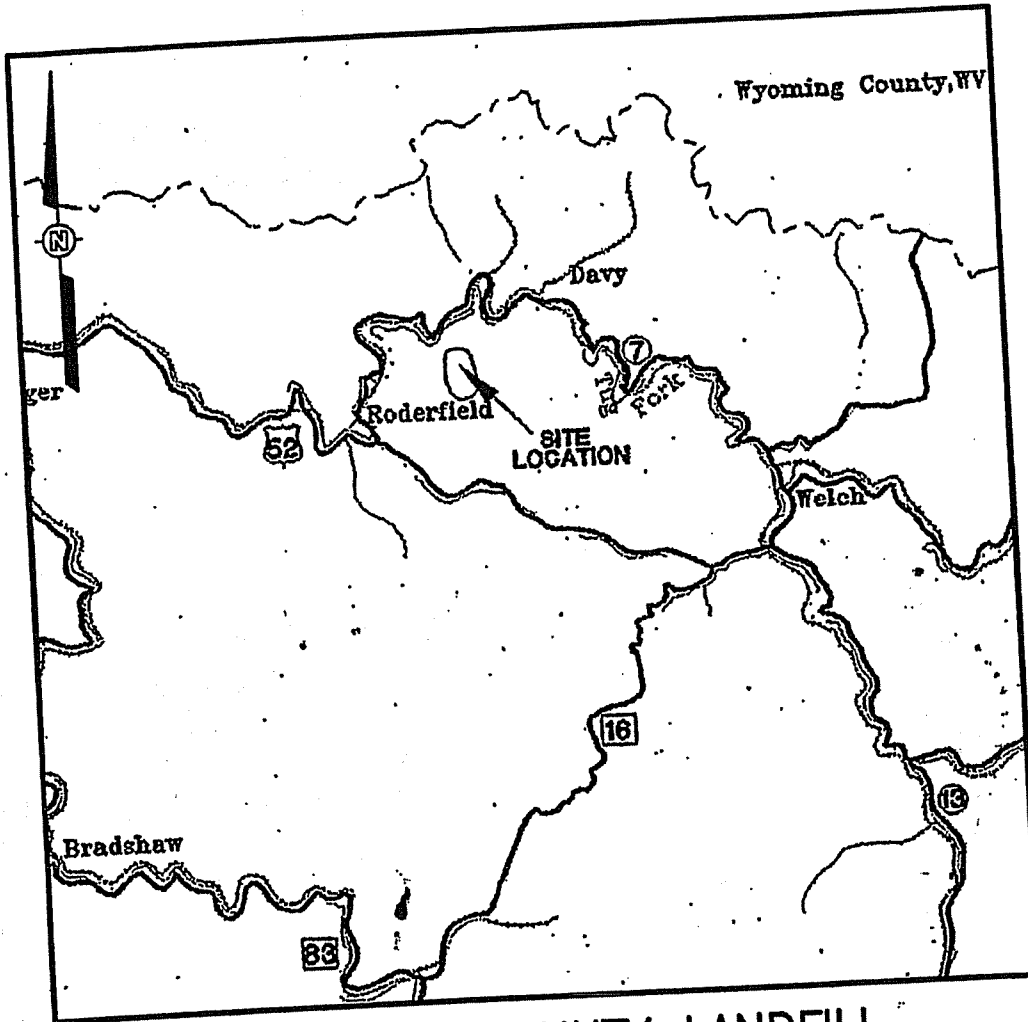
051

FLEMING LANDFILL

APPROXIMATE SCALE

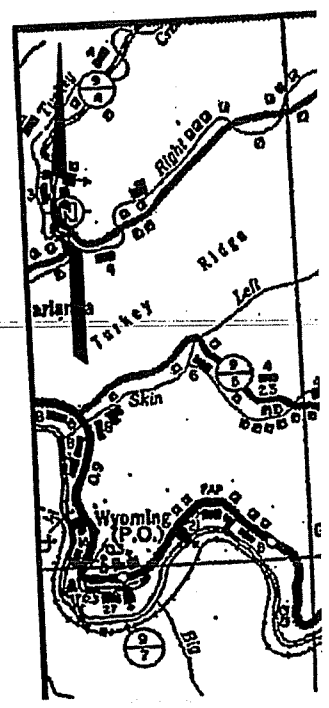
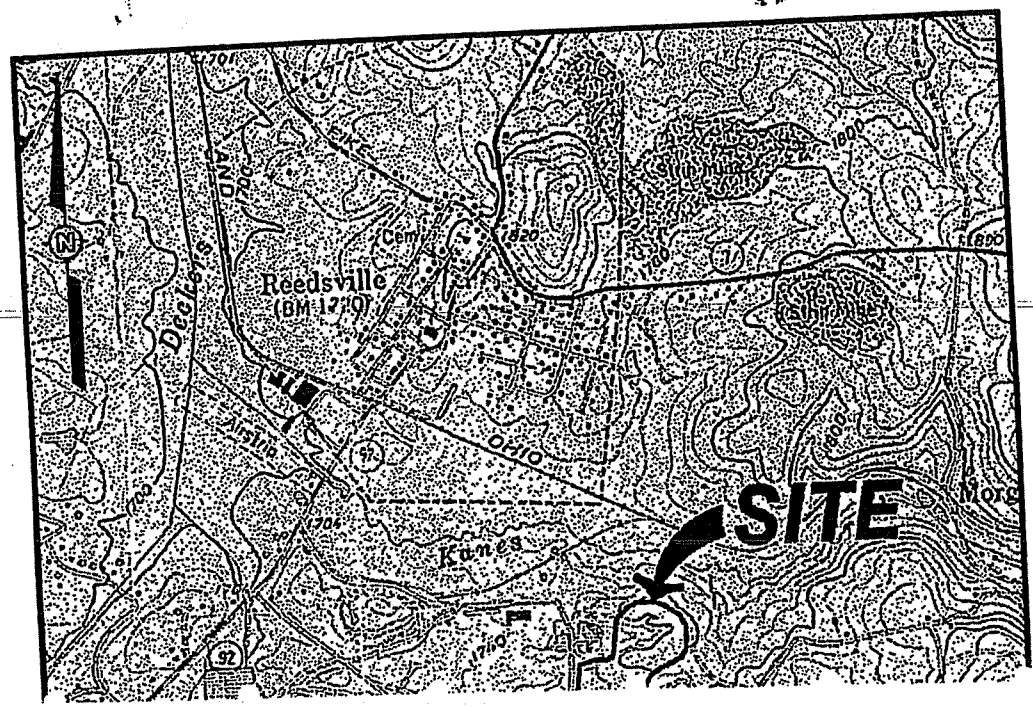
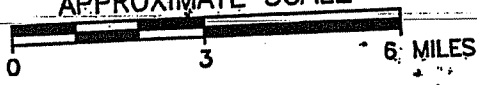


052



MCDOWELL COUNTY LANDFILL

APPROXIMATE SCALE

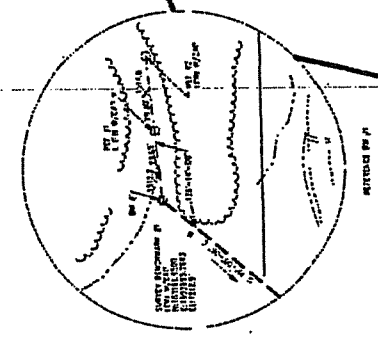
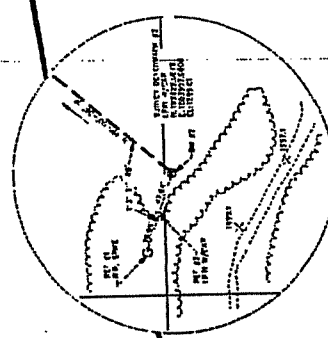
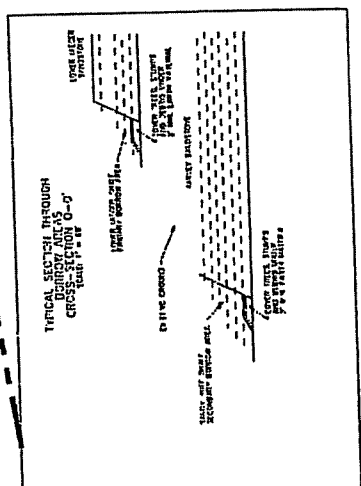
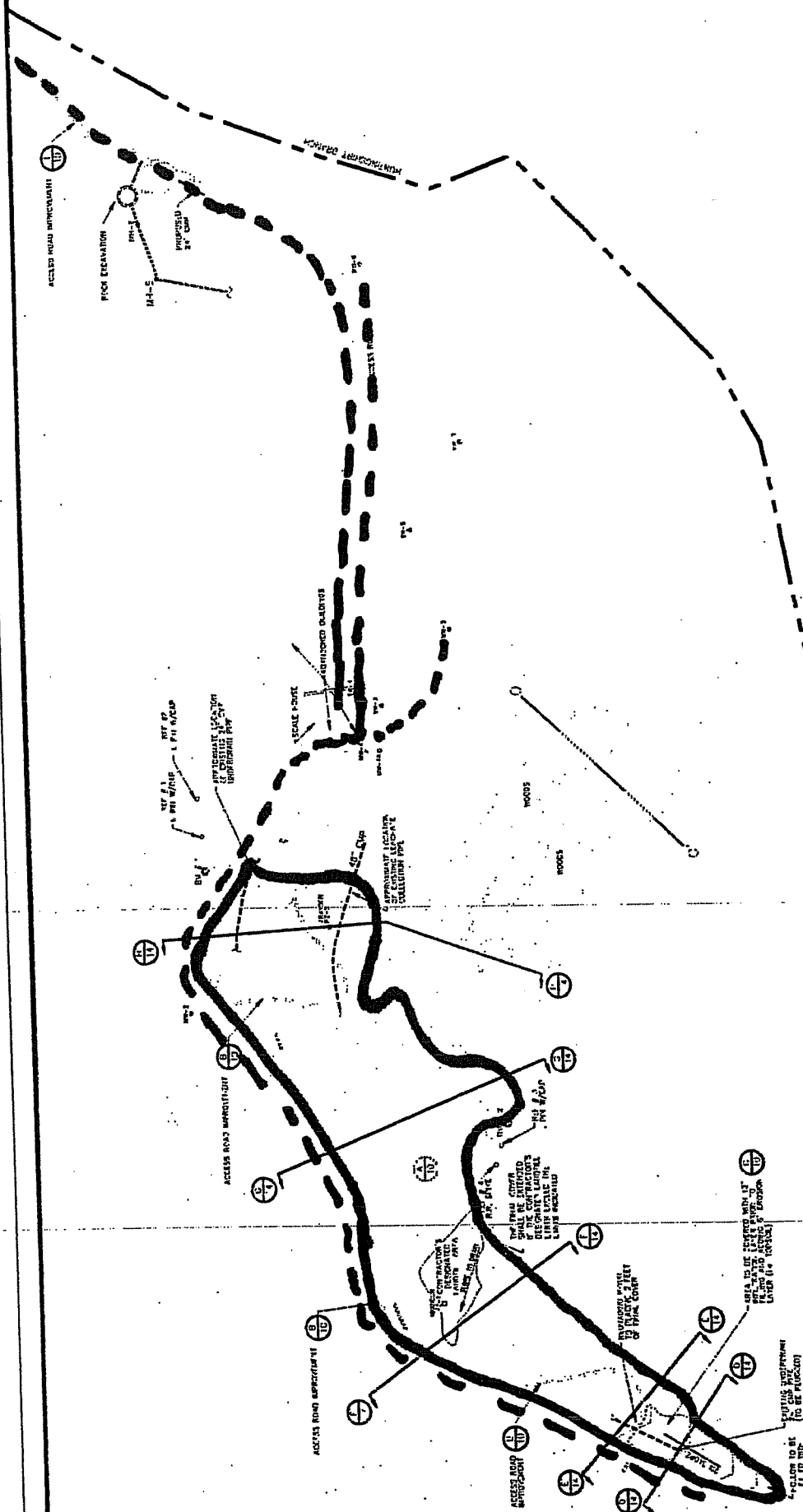


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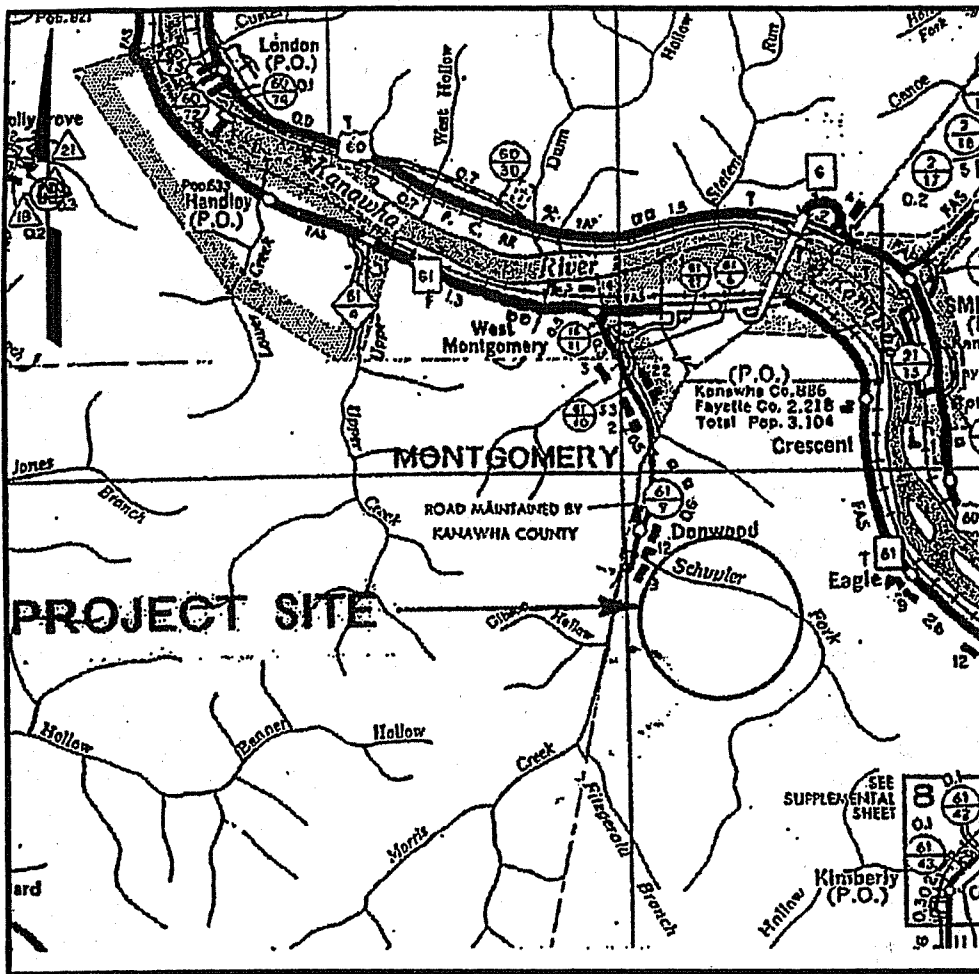
F

THIS PLAN AND SPECIFICATIONS FOR THE PROPOSED ROAD CLOSURE PROJECTS BY THE STATE OF CALIFORNIA IS THE PROPERTY OF THE STATE OF CALIFORNIA AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND THE STATE OF CALIFORNIA.

GRADING PLAN	
WDEP MCDOWELL COUNTY LANDFILL CLOSURE	
Project No.	12345
Date	12/15/2023
Scale	3" = 10'
Drawn by	J. Smith
Checked by	M. Jones
Approved by	[Signature]
Sheet No.	1 of 1

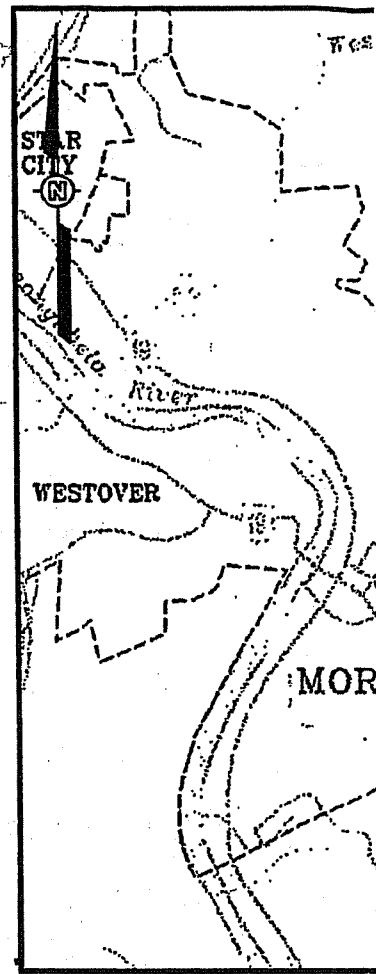


Roads



MONTGOMERY LANDFILL

APPROXIMATE SCALE



MORGANTOWN



054

NOTE:

DRAWINGS ARE PROVIDED AS MAINTENANCE ACTIVITIES ON AND AS-BUILT PACKAGES COMPILED BY VARIOUS COMPANIES TAKEN FROM THESE DRAWINGS ARE BASED ON THE DRAWINGS PROVIDED.

7

6

MONTGOMERY LAKE

mw 2

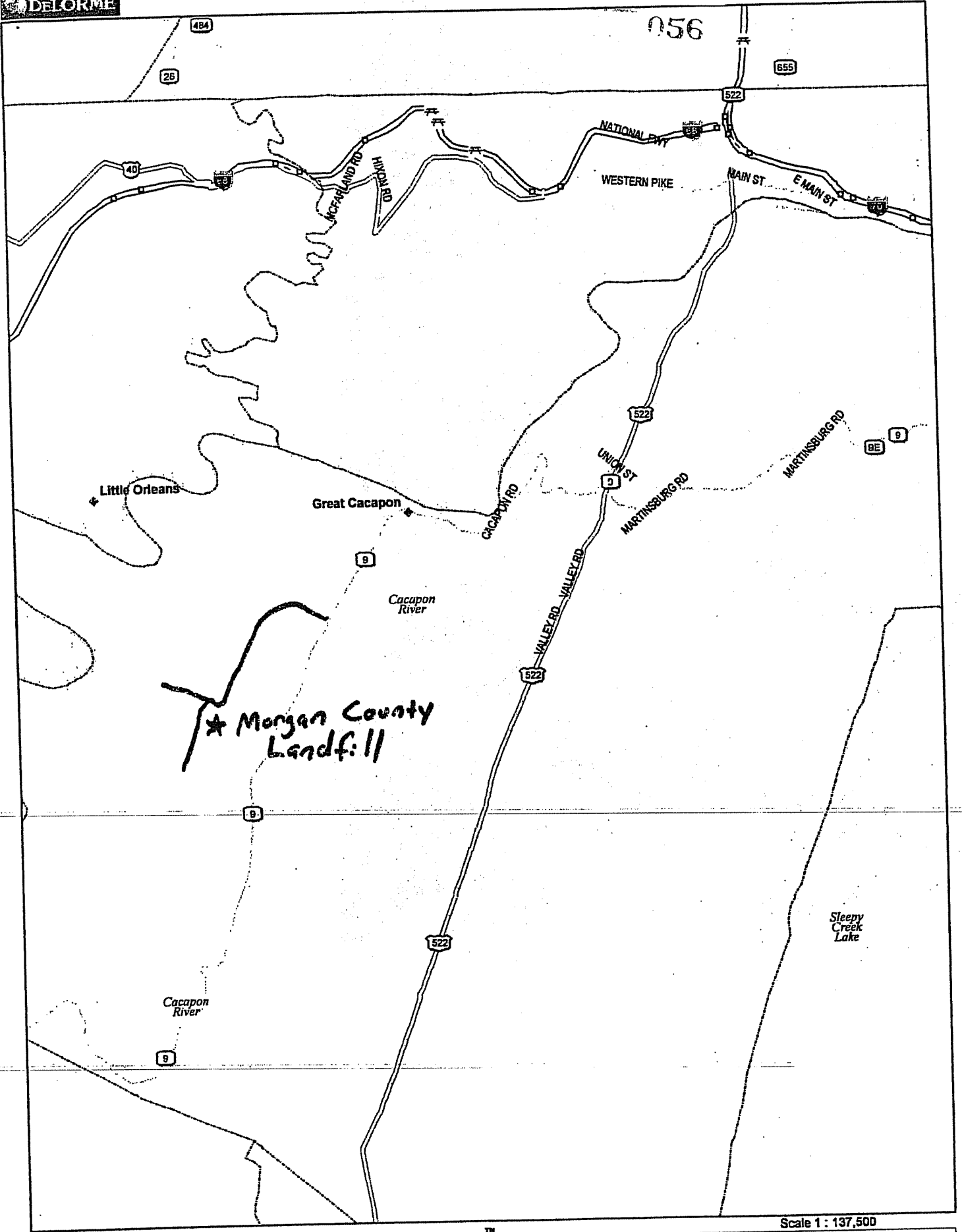
Legend

Ⓢ Monitoring Wells

--- Access Roads

———— Mow
----- Road

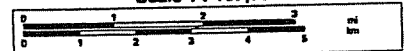
055



* Morgan County
Landfill



Scale 1 : 137,500



057

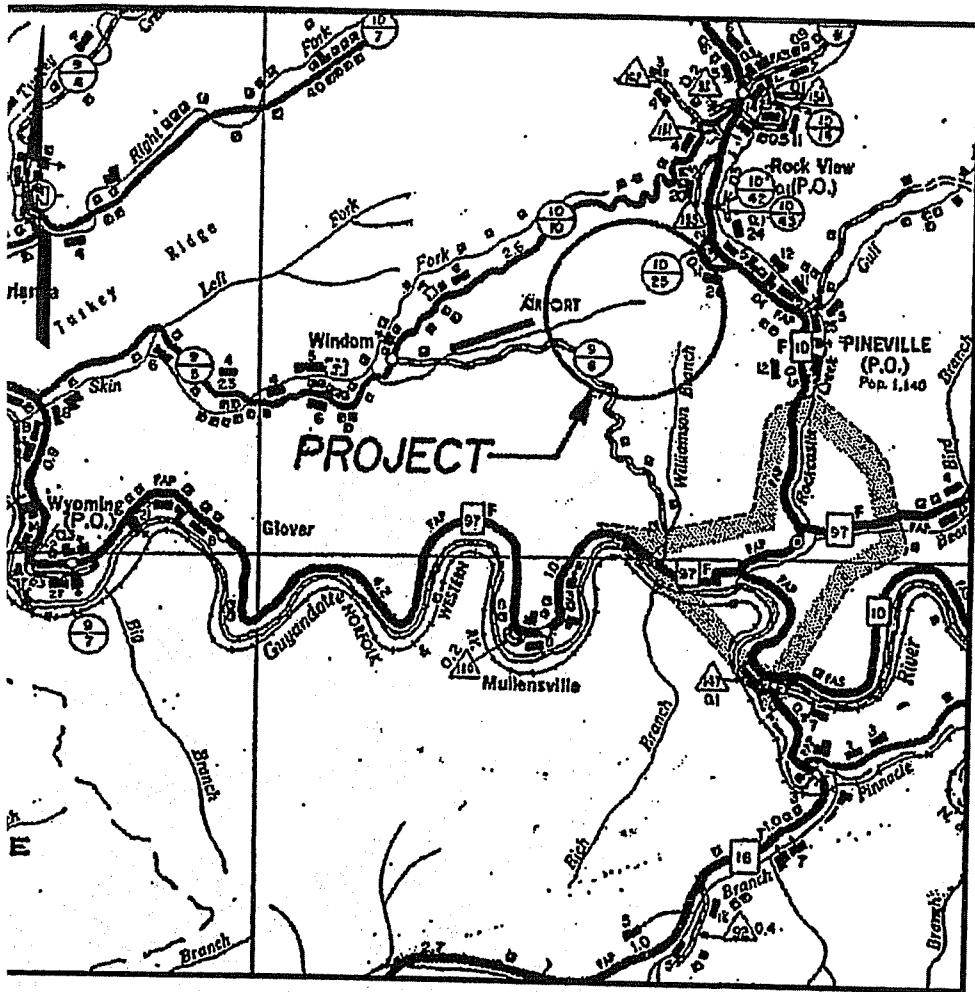


— Mow
----- Road

APPROXIMATE SCALE



058



B

WYOMING COUNTY LANDFILL

APPROXIMATE SCALE



DEPARTMENT OF ENVIRONMENTAL PROTECTION
CHARLESTON, WEST VIRGINIA

A

LANDFILL LOCATION MAPS
LEACHATE COLLECTION SYSTEM MAINTENANCE

J. INGERSOLL	25 FEB 03	CHECKED BY	
A. KUMPF	25 FEB 03	APPROVED BY	
DRAWING NO.	SHEET NO.	REVISION NO.	
840596-D1	C-2	B	



INTENTIONAL BLANK PAGE

REGION 3

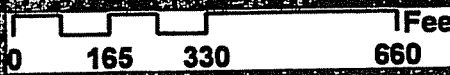
Kanawha Western Landfill

mw 1a

mw 2

mw s1

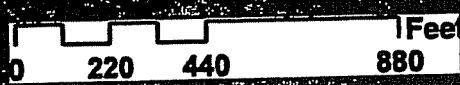
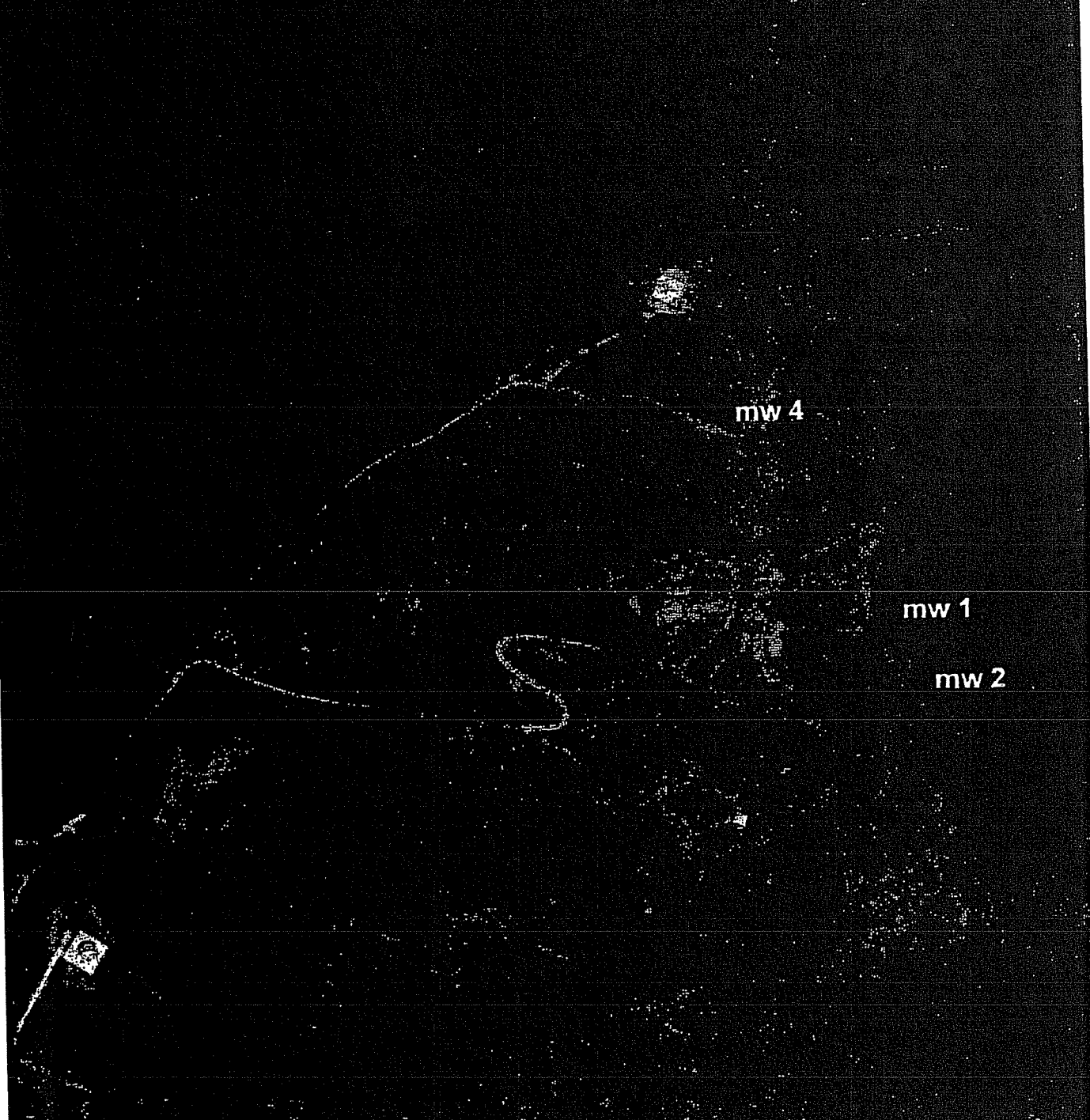
mw 3a



Legend

- Monitoring Wells
- Tank
- ==== Access Roads

South Charleston Landfill



Legend

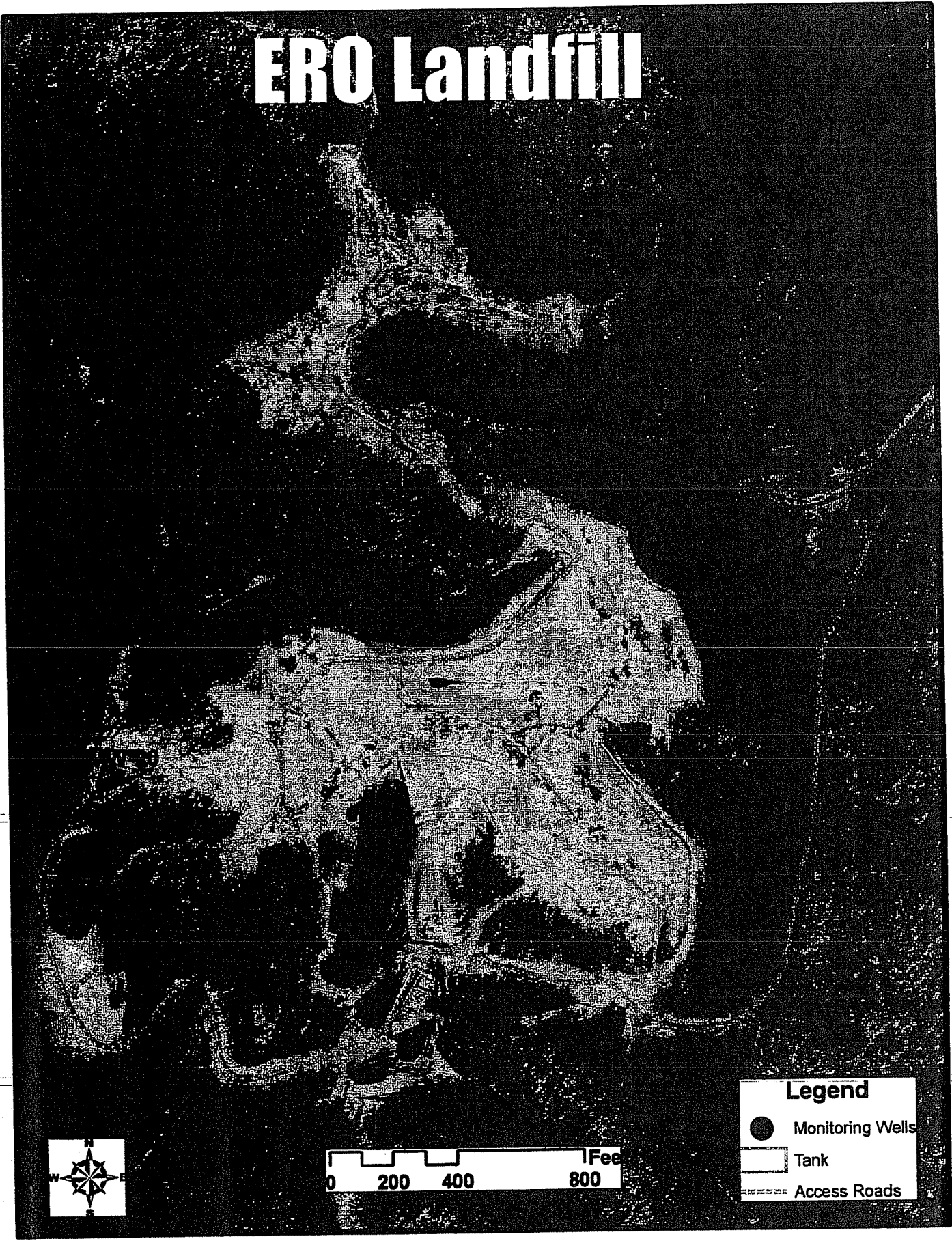
- Monitoring Wells
- Access Roads

ERO Landfill

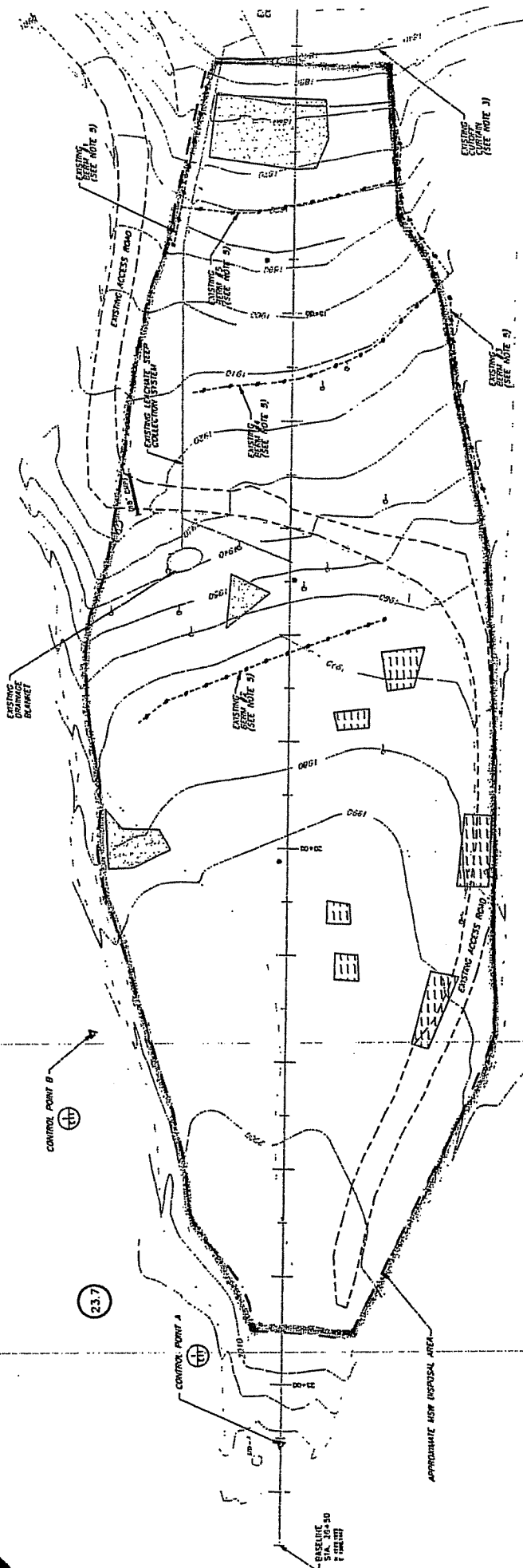


Legend

- Monitoring Wells
- Tank
- ==== Access Roads

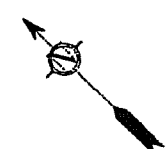


Mingo Co. Landfill 10 ACRES



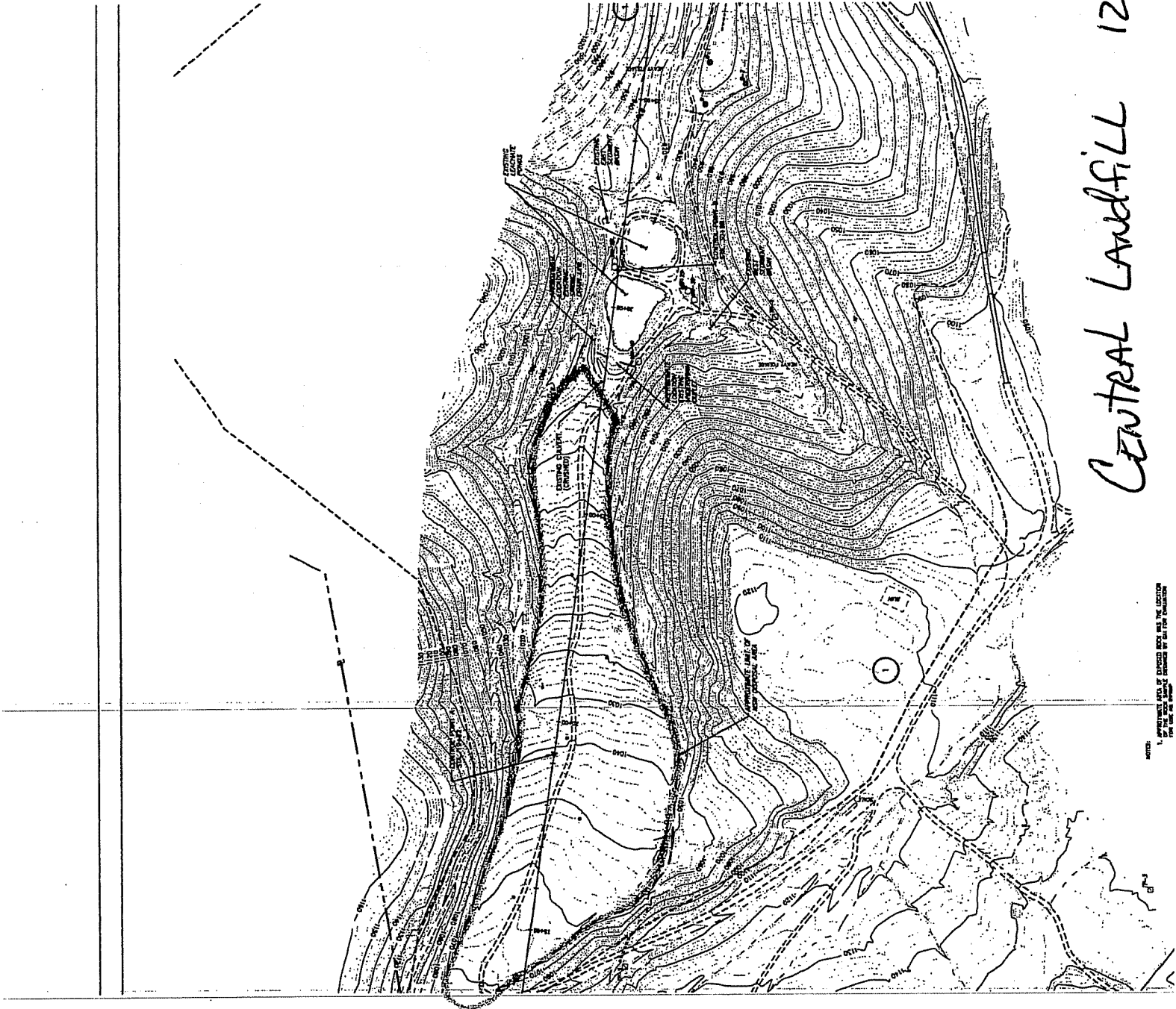
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23.7

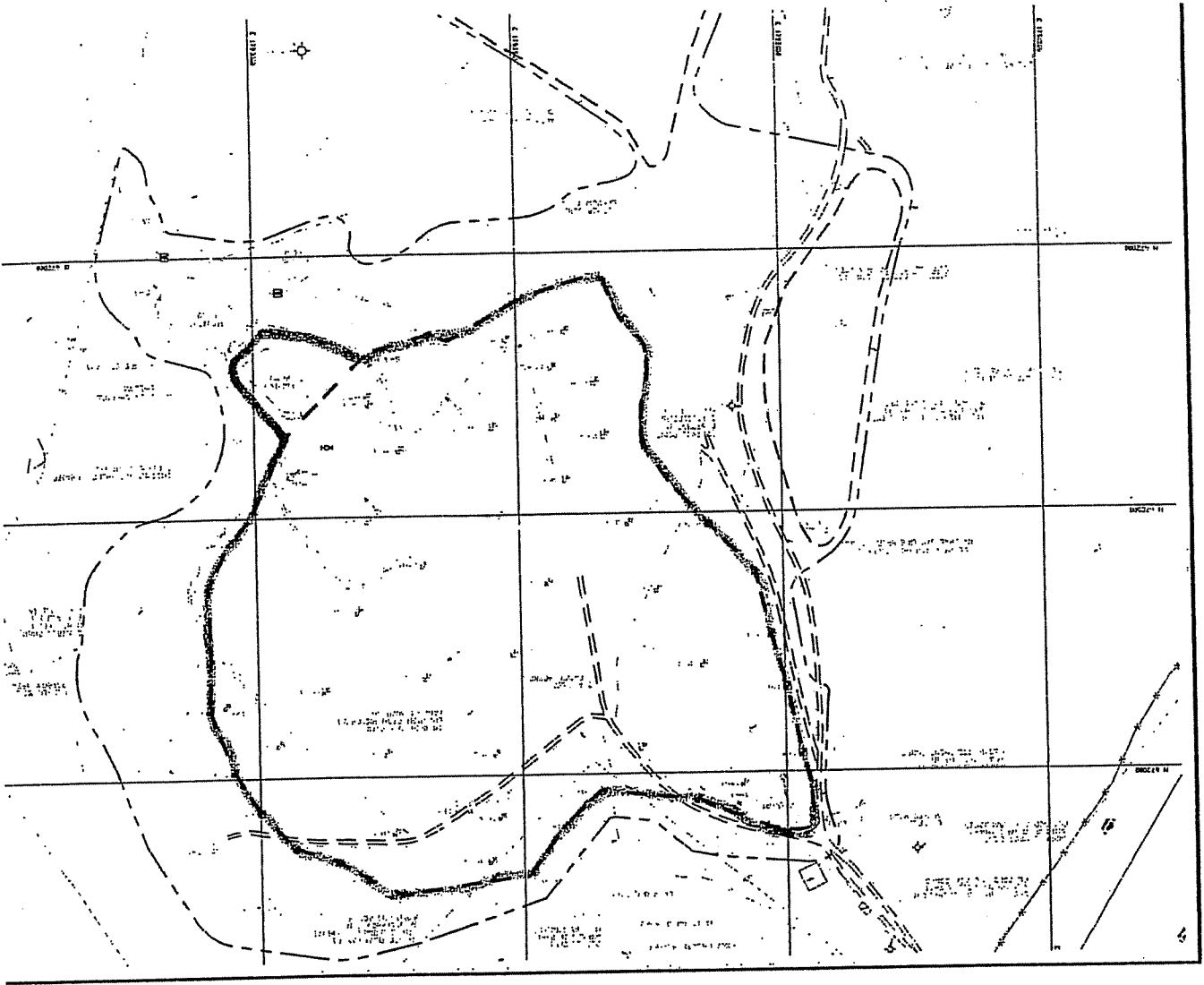


- NOTES:
1. GENERAL AS PRESENTED ON THESE PLANS, INDICATES CONSTRUCTION DRAWINGS BY THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE SITE AND REPORT TO THE ENGINEER ANY DISCREPANCIES OR CONDITIONS NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 2. REFER TO DRAWING 37-15-111 FOR OTHER NOTES AND LEGEND.
 3. EXISTING CURB CUTS AS SHOWN ON THIS DRAWING ARE TO BE MAINTAINED AS SHOWN UNLESS OTHERWISE NOTED.
 4. EXISTING DRAINAGE BLANKETS SHALL BE MAINTAINED AS SHOWN UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 5. REFER TO DRAWING 37-15-111 FOR LEGEND AND DIMENSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

CENTRAL LANDFILL 12 ACRES

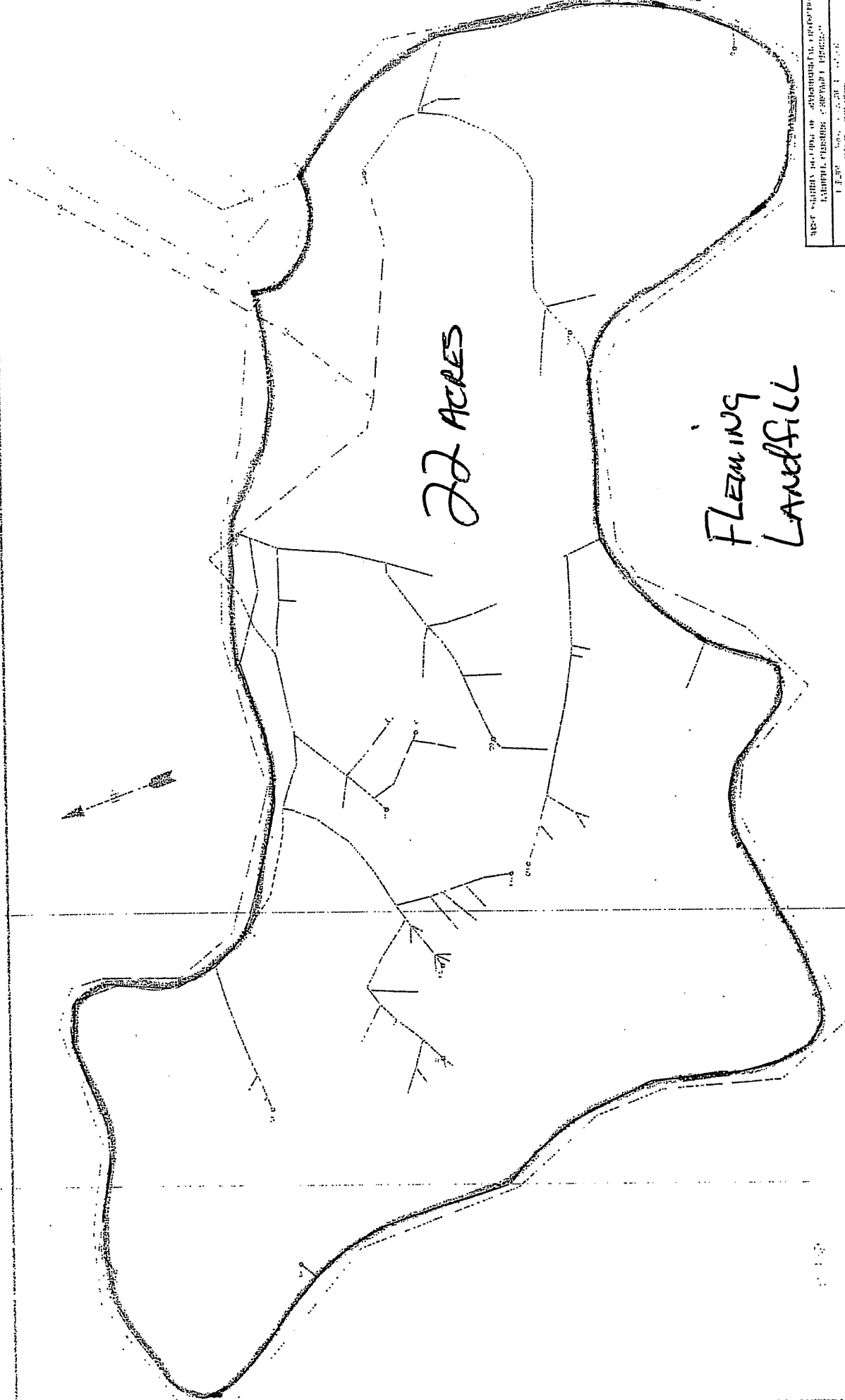


NOTES:
1. UNDESIGNED AREA OF EXPOSED SOILS AND THE LOCATION
OF THE SOILS SHALL BE DETERMINED BY A SOIL POLLUTION
TEST AT THE SITE.



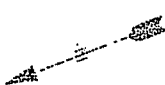
JACKSON CO. LANDFILL

23 ACRES



77 ACRES

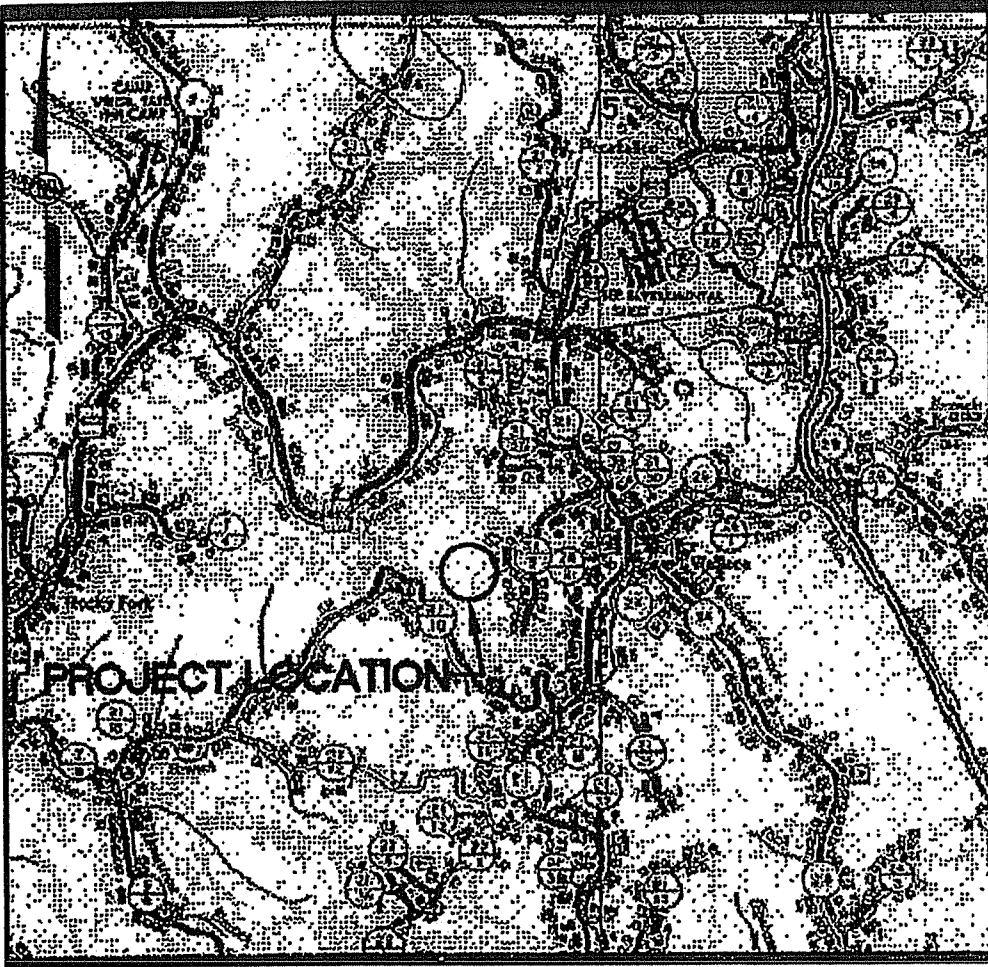
FLEMING
Landfill



WEST VIRGINIA SCHOOL OF ARCHITECTURE, ENGINEERING,
SURVEYING, AND LAND MANAGEMENT
1 E. 3rd St., Charleston, W. Va. 25302
Exchange rate: \$1.00 = 1.00

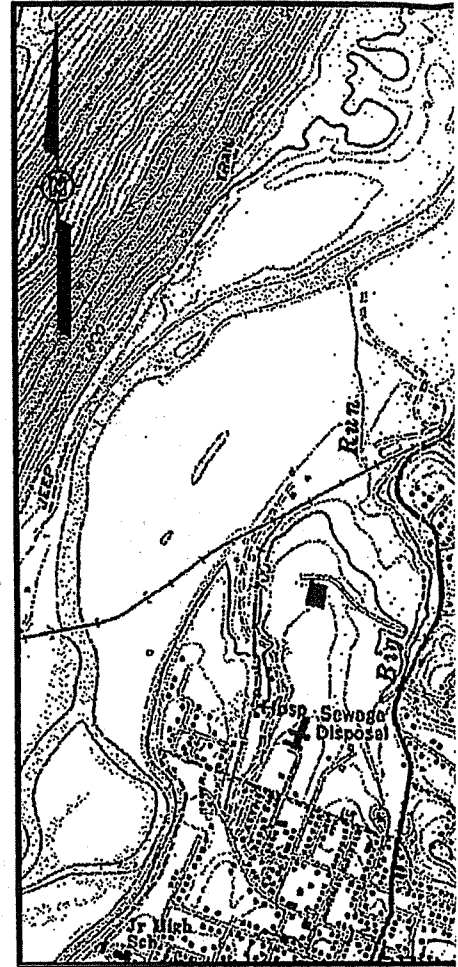
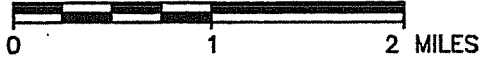
W. VA. ASSOCIATION OF ENGINEERS, ARCHITECTS, SURVEYORS, AND LAND MANAGERS
1000 1st St., Charleston, W. Va. 25302
Tel. 336-2222

DATE: 11-20-90
SCALE: 1" = 50'



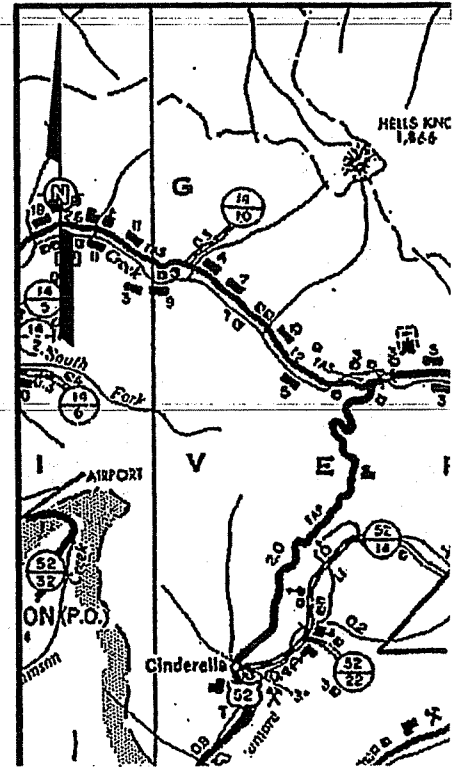
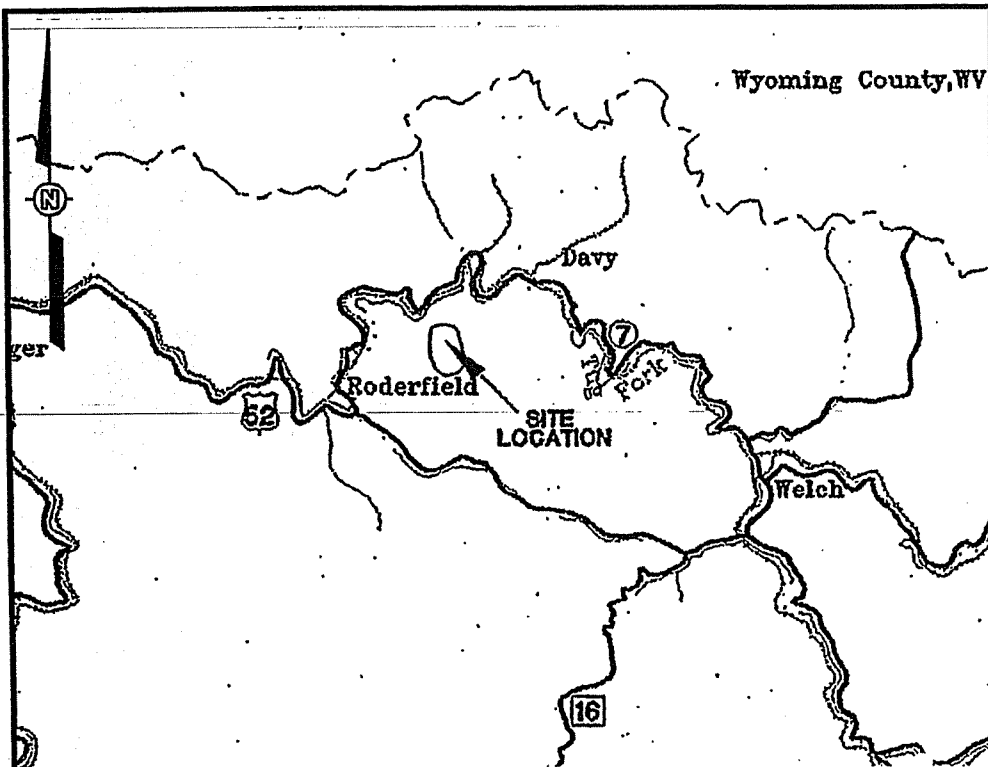
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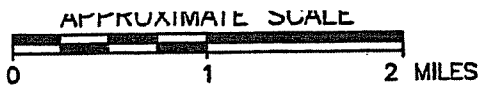
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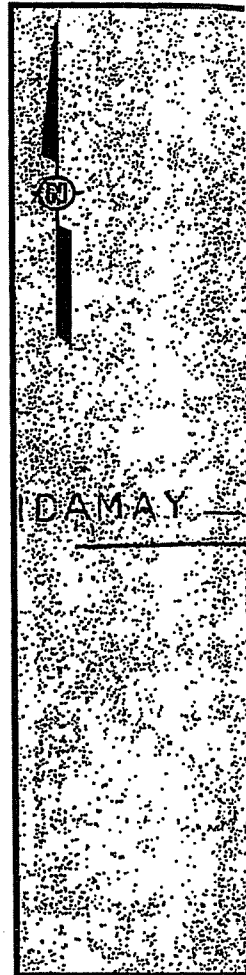
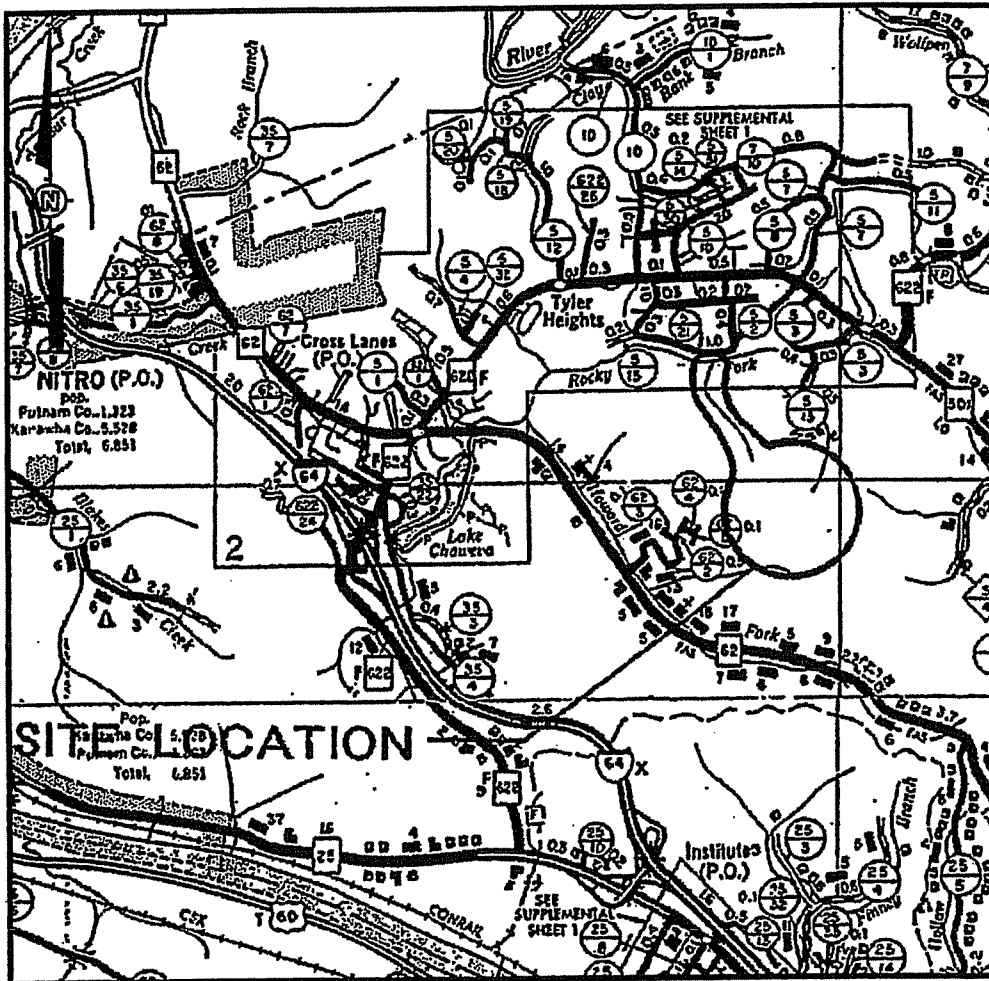
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APPRO



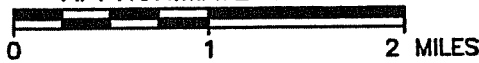


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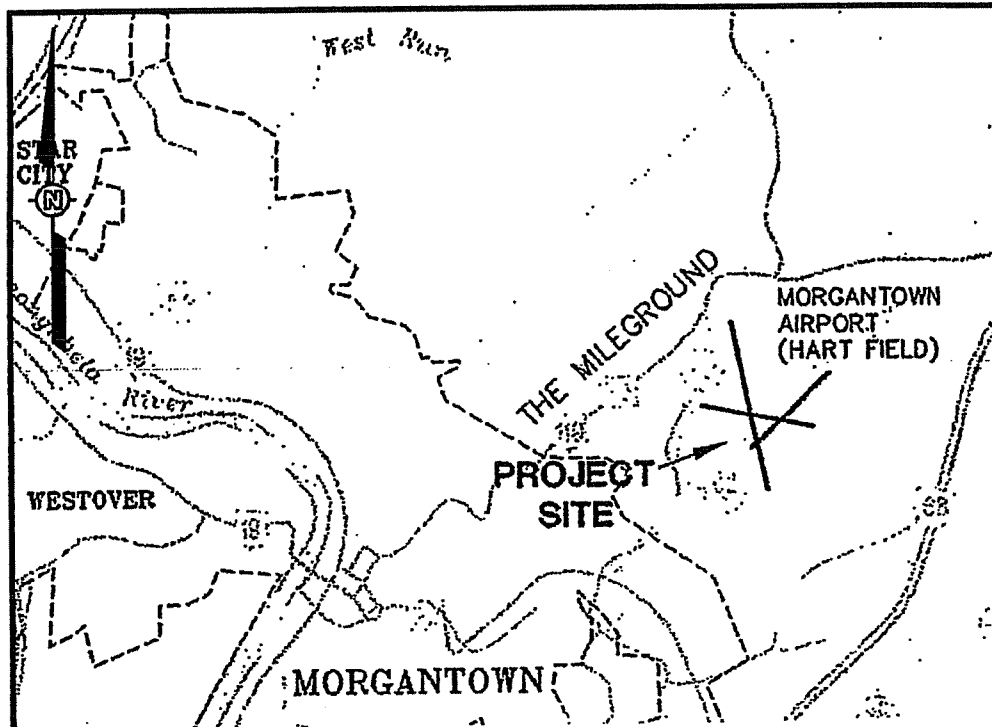


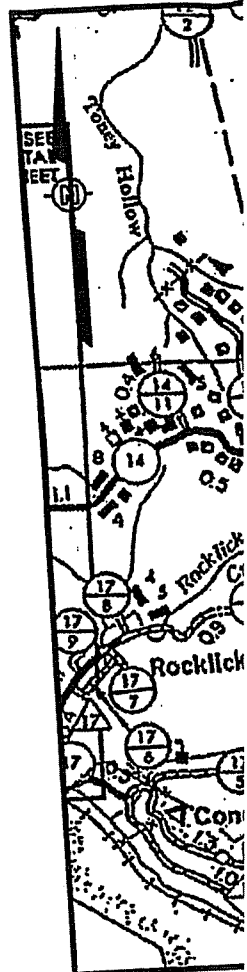
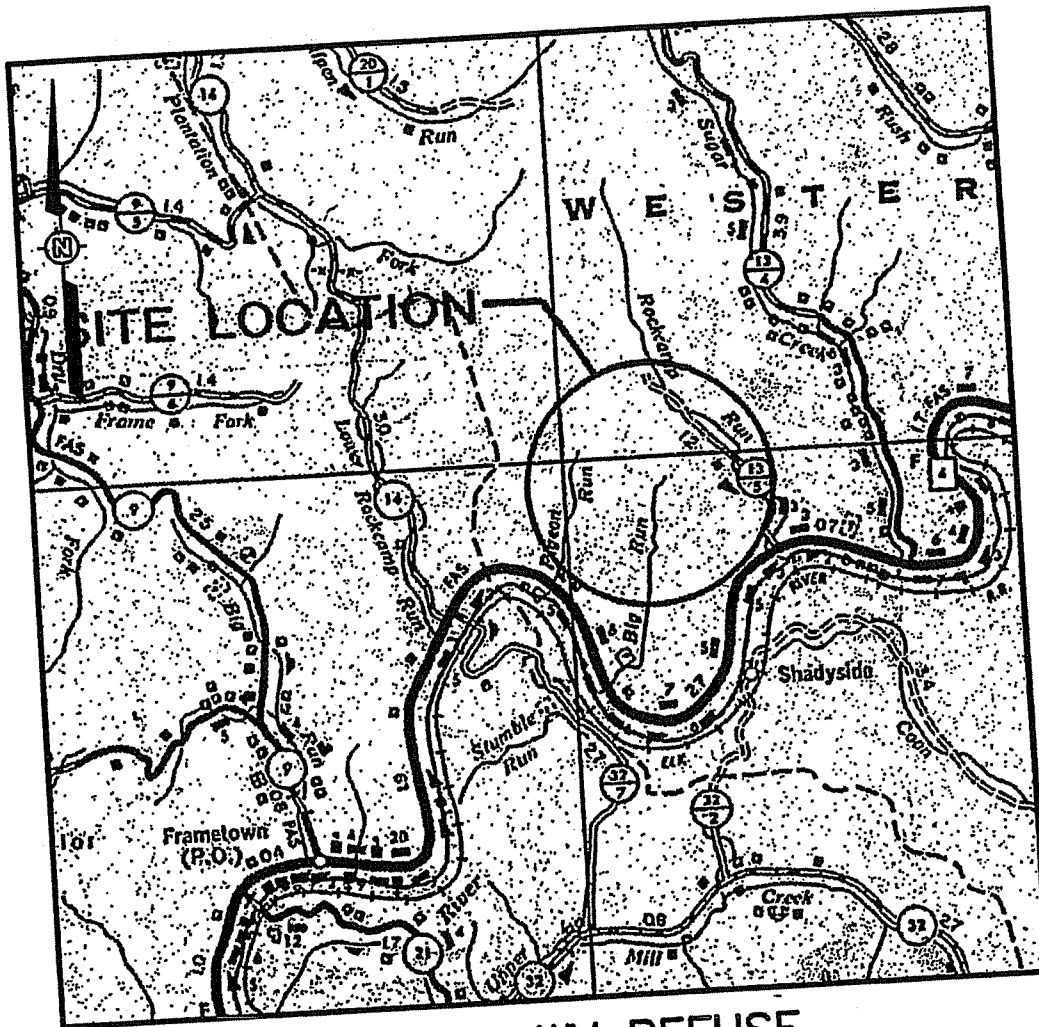
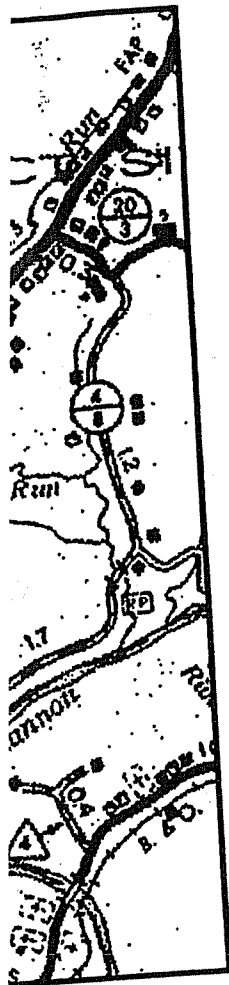
KANAWHA WESTERN LANDFILL

APPROXIMATE SCALE



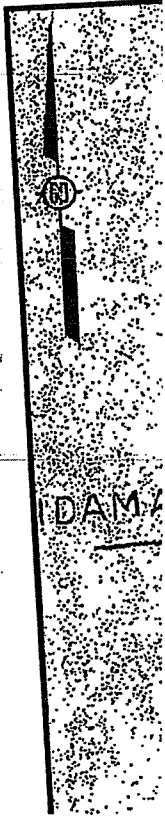
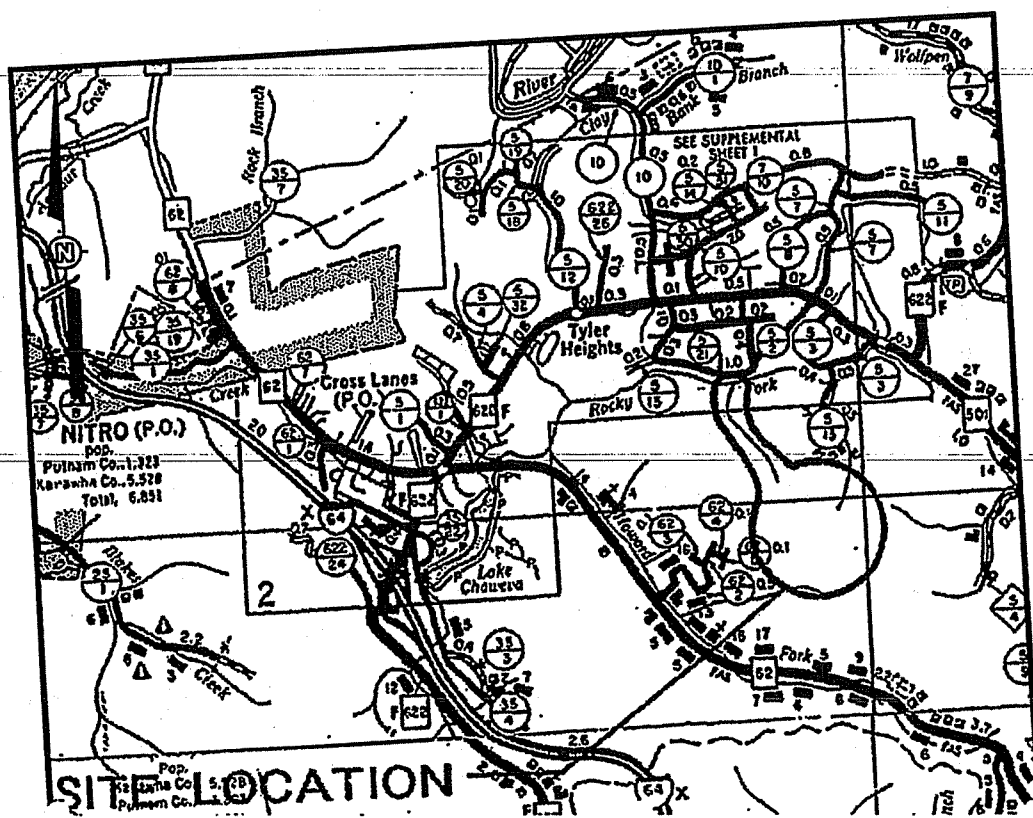
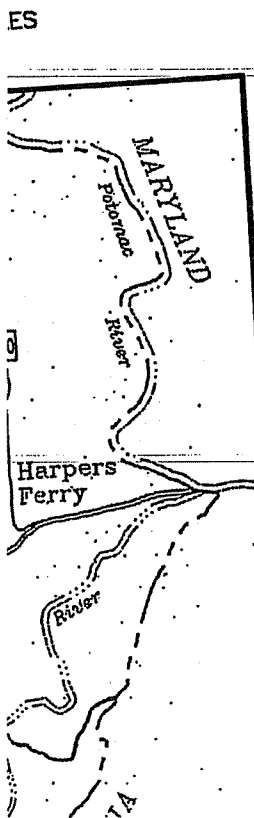
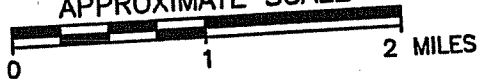
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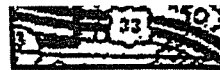




CENTRAL WV REFUSE

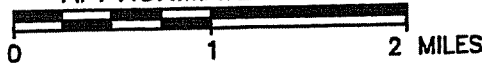
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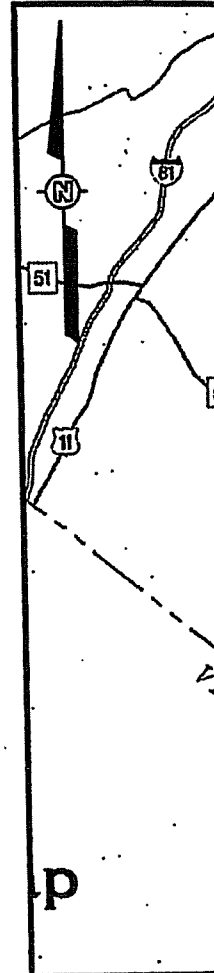
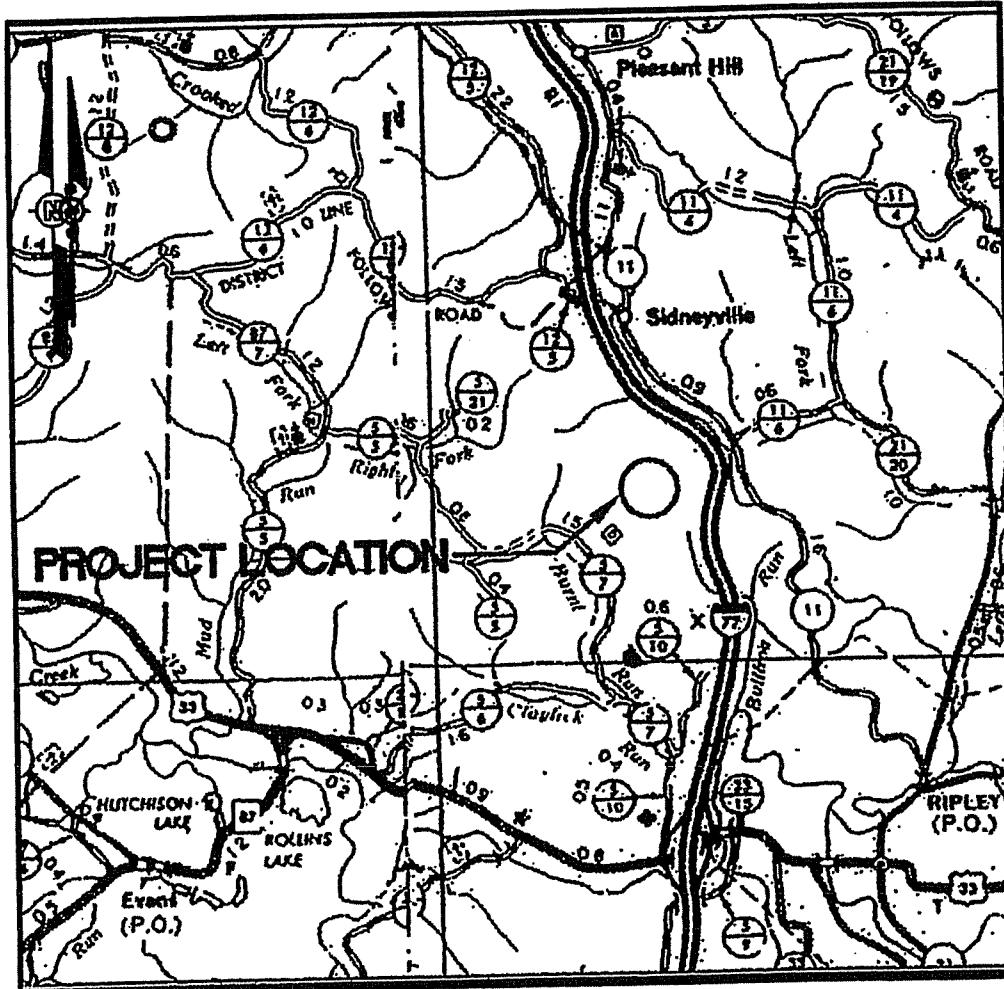


BERKELEY COUNTY LANDFILL

APPROXIMATE SCALE



0773

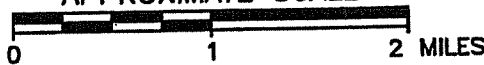


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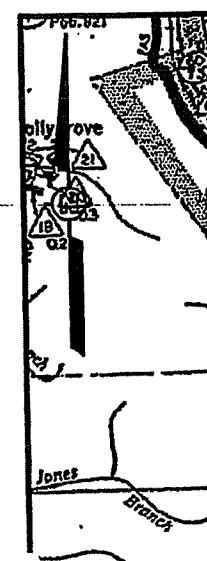
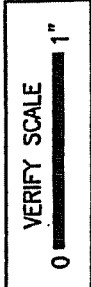
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JACKSON COUNTY LANDFILL

APPROXIMATE SCALE



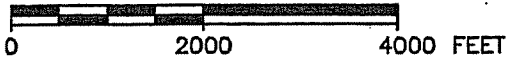
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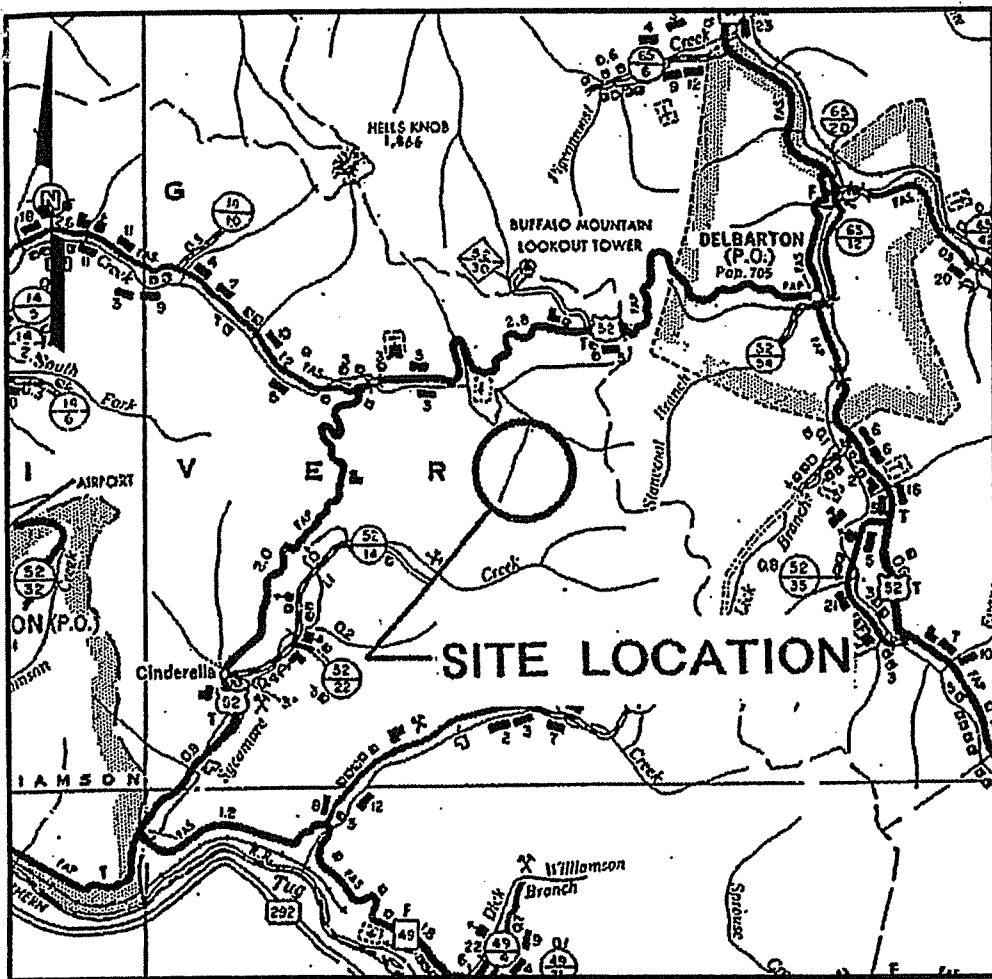
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Jones Branch

APPROXIMATE SCALE



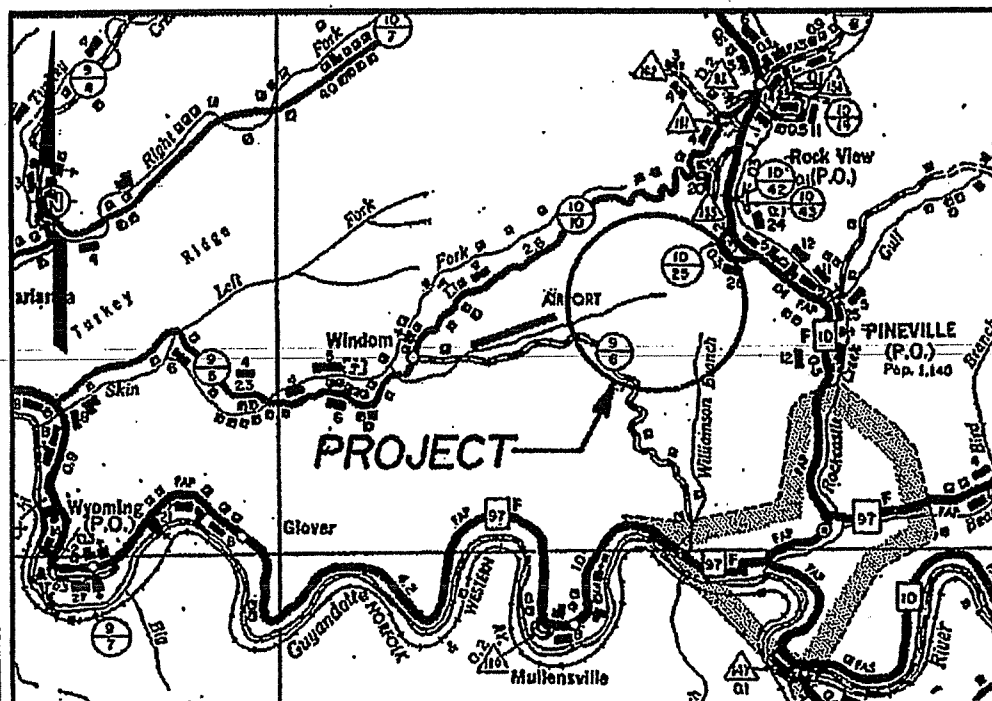
1174



C

MINGO COUNTY LANDFILL

APPROXIMATE SCALE



B

STATE OF WEST VIRGINIA
Purchasing Division

075

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any 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.

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

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Carpenter Reclamation, Inc.

Authorized Signature: _____

Kelley Carpenter

Date: _____

9/27/07

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Carpenter Reclamation, Inc
of PO Box 13015 Sissonville, WV 25360, as Principal, and Western Surety Company
of U.S. Steel Tower, 600 Grant Street, Suite 500, Pittsburgh, PA a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for DEP 14180, Grounds and Maintenance, according to plans and specifications.

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 24th day of September, 2007.

Principal Corporate Seal

Carpenter Reclamation
(Name of Principal)
By Kelley Carpenter
Kelley Carpenter (Must be President or Vice President)
President
(Title)

Surety Corporate Seal

Western Surety Company
(Name of Surety)
Ross E. Johnson
Ross E. Johnson Attorney-in-Fact

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Ross E. Johnson, Patricia C Baire, Beverly A Holstine, Kathryn K Arthur, Individually

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2006.



WESTERN SURETY COMPANY

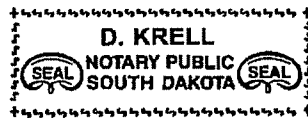
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 24th day of September, 2007.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.