

RYAN

ENVIRONMENTAL, INC.



Rt. 4, Box 260 ♦ Bridgeport, WV 26330 ♦ 1-800-649-5578 ♦ (304) 842-5578 ♦ Fax (304) 842-5131

July 23, 2009

Department of Environmental Protection
Office of Waste Management
601 57th Street, SE
Charleston, WV 25304

RE: DEP14589

To Whom It May Concern:

This letter is to serve as notification of a revised bid being submitted for the above listed RFQ. Our original bid was sent in via FedEx and was received on 7/7/09 and was signed for by L. Hypes.

Thank you in advance for your assistance.

Sincerely,

Don Nuzum

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2009 JUL 29 P 1:43

PURCHASING DIVISION
STATE OF WV



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
 DEP14589

PAGE
 6

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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Ryan Environmental, Inc.
 Rt. 4 Box 260
 Bridgeport, WV 26330

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ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED 05/14/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 06/29/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1			06-23-09			
NO. 2			07-06-09			
NO. 3			07-16-09			
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
					SIGNATURE	
Ryan Environmental, Inc.					COMPANY	
7-24-09					DATE	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 304-842-5578	DATE 7-24-09	
TITLE Vice President	FAX 55-0588938	ADDRESS CHANGES TO BE NOTED ABOVE	

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

Revised per Addendum #3
Big Bear Landfill Closure Project
Requisition # DEP14589
 Contractor's Bid Sheet

Company Name: Ryan Environmental, Inc

Address: Rt. 4 Box 260

Bridgeport, WV 26330

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

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL BID AMOUNT
13.0	Lump Sum	Construction Layout	LS	\$ 1,000.00
14.0	Lump Sum	Mobilization and Demobilization	LS	\$ 2,000.00
15.0	Lump Sum	Site Preparation	LS	\$ 15,000.00
16.1	7,250 CY	Excavation	CY	\$ 129,775.00
16.2	Lump Sum	Addition of Leaf Waste	LS	\$ 9,550.00
16.3	4,550 CY	Transportation of Waste Material	CY	\$ 120,575.00
16.4	4 Each	Abandonment of Existing Monitoring Wells	EA	\$ 2,500.00
17.0	Lump Sum	Seeding	LS	\$ 3,500.00
TOTAL BID				\$ 283,900.00

Signature: 

Date: 7-24-09



State of West Virginia
 Department of Administration
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Request for Quotation

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

VENDOR

*503133712 304-842-5578
 RYAN ENVIRONMENTAL INC
 RT 4 BOX 260
 BRIDGEPORT WV 26330

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
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 25304 304-926-0499

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05/14/2009				

BID OPENING DATE: **06/29/2009** BID OPENING TIME **01:30PM**

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0001	1	JB		962-73		\$277,180.00
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE LCAP PROJECT KNOWN AS THE BIG BEAR LAKE LANDFILL REMEDIATION PROJECT LOCATED NEAR HAZELTON, WV, (PRESTON CO.).</p> <p>A MANDATORY ON-SITE PRE-BID CONFERENCE IS SCHEDULED FOR 06/01/2009 AT 10:00AM. FAILURE TO ATTEND THIS MANDATORY PRE-BID MEETING WILL RESULT IN THE DISQUALIFICATION OF VENDOR'S SUBMITTED BID.</p> <p>THE SITE IS LOCATED IN THE ALASKAN VILLAGE SECTION OF BIG BEAR LAKE, 3.5 MILES SOUTH OF THE I-68 HAZELTON EXIT. CHECK IN AT THE GUARD SHACK AT THE CAMPGROUND FOR THE FINAL DESIGNATED MEETING PLACE DEPENDING ON THE WEATHER THAT DAY.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTI</p>						

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 2009 JUL -7 A 9:48
 PURCHASING DIVISION
 STATE OF WV

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE		DATE	
		304-842-5578				7-6-09	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE			
Vice President		55-0588938					

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<p>CLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-842-5578	DATE 7-6-09
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TITLE Vice President	FEIN 55-0588938	ADDRESS CHANGES TO BE NOTED ABOVE
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				ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.		
				() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.		
				(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.		
				() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.		
				REV. 11/00		
				EXHIBIT 7		
				DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS		
				IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION,		

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	304-842-5578	7-6-09
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Vice President	55-0588938	

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				<p>ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-842-5578	DATE 7-6-09
TITLE Vice President	FEIN 55-0588938	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				EXHIBIT 9		
				NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA		
				THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:		
				(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.		
				(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.		
				(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.		
				REV. 11/96		
				EXHIBIT 10		

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VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
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	CONTRACTORS LICENSE					
	WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.					
	WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.					
	BIDDER TO COMPLETE:					
	CONTRACTORS NAME: Ryan Environmental, Inc.					
	CONTRACTORS LICENSE NO.: WV001911					
	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT					
	APPLICABLE LAW					
	THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-842-5578	DATE 7-6-09
TITLE Vice President	FEIN 55-0588938	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP14589

PAGE
9

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

VENDOR
 *503133712 304-842-5578
RYAN ENVIRONMENTAL INC
RT 4 BOX 260
BRIDGEPORT WV 26330

SHIP TO
ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF WASTE MANAGEMENT
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/14/2009				

BID OPENING DATE: **06/29/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-842-5131 -----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Claude J. Ryan, IV -----						
***** THIS IS THE END OF RFQ DEP14589 ***** TOTAL:						<u>\$277,180.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-842-5578	DATE 7-6-09
TITLE Vice President	FEIN 55-0588938	ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND RESTORATION
DEP14589

COUNTY
OF
PRESTON

NAME OF PROJECT
Big Bear Lake Landfill Remediation

NOTICE
ALL PAPERS BOUND WITH OR ATTACHED TO
THE PROPOSAL FORM ARE A NECESSARY PART
THEREOF AND MUST NOT BE DETACHED

PROJECT SPECIFICATION BOOK

INDEX

<u>ARTICLE</u>	<u>PAGES</u>
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IV. GENERAL REQUIREMENTS	1 - 10
V. SPECIAL CONDITIONS	1 - 1

ARTICLE I - DEFINITIONS

- 1.0 "Bidder" refers to the person, firm, or company offering to furnish the work called for by the specifications herein.
- 2.0 "Construction Administrator" refers the LCAP Program Manager of the Solid Waste Management & Environmental Restoration Section of the Division of Waste Management of the West Virginia Department of Environmental Protection.
- 3.0 "Construction Supervisor" refers to the Project Manager of the West Virginia Department of Environmental Protection's Solid Waste Management & Environmental Restoration Section.
- 4.0 "Contract" refers to a purchase order placed by the West Virginia Department of Administration on behalf of the Department of Environmental Protection and accepted by the Contractor together with these specifications and all other documents incorporated therein by reference.
- 5.0 "Contract Documents" consist of the all of the articles, sections, and attachments to the contract, including Information for Bidders, General Conditions, General Requirements, Special Conditions, drawings, specifications, all addenda issued prior to execution of the contract, and change orders and other written modifications issued after execution of the contract and executed by both parties to the contract.
- 6.0 "Contractor" refers to the person, firm or company contracting with the West Virginia Department of Environmental Protection to furnish the work called for in the contract.
- 7.0 "DEP" means the West Virginia Department of Environmental Protection.
- 8.0 "Director" shall mean the Director of the West Virginia Department of Environmental Protection's Division of Waste Management.
- 9.0 "Engineer" shall mean the representative of the Division of Waste Management or the Architect/Engineering consulting firm, whichever designed the project.
- 10.0 "Inspector" shall refer to DEP's Inspector, who monitors all construction operations at the project site.
- 11.0 "Project" shall mean the Landfill Closure Project described and referred to by the specifications herein.
- 12.0 "Secretary" refers to the Secretary of the West Virginia Department of Environmental Protection.
- 13.0 "Sub-contractor" refers to the person, firm or company contracting directly with the Contractor and not with DEP to furnish the Contractor with any portion of the work called for by the contract.

ARTICLE I - DEFINITIONS

14.0 "Work" shall be understood to mean and include any and all of the labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by and required to complete the contract.

ARTICLE II - BIDDING INFORMATION

Sections Included:

- 1.0 Receipt & Opening of Bids.
- 2.0 Qualifications of Bidders.
- 3.0 Sub-Contracts.
- 4.0 Pre-Construction.
- 5.0 Addenda & Interpretations.
- 6.0 Conditions of Work.
- 7.0 Obligations of Bidders.
- 8.0 Method of Award.
- 9.0 Mandatory Pre-Bid Meeting

ARTICLE II - BIDDING INFORMATION

1.0 RECEIPT & OPENING OF BIDS

Bid proposals containing any omission, alterations of forms, additions or conditions not called for, conditional or alternate bids (unless called for), or incomplete bid proposals may be rejected. DEP reserves the right to waive any technicalities as to changes, alterations, omissions or reservations, to the extent allowed by State Purchasing law, and recommend the award in the best interests of DEP.

2.0 QUALIFICATIONS OF BIDDERS

DEP may make such investigations as it deems necessary to determine the bidder's ability to perform the work, and the bidder shall furnish to DEP all such information and data for this purpose as DEP may request. DEP reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy DEP that such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Conditional bids will not be accepted.

3.0 SUB-CONTRACTS

Any person, firm or other party whom the Contractor proposes to award a sub-contract under this contract must be acceptable to DEP.

4.0 PRE-CONSTRUCTION

The successful bidder agrees to schedule with the DEP a Pre-Construction Conference within twenty-one (21) calendar days of the purchase order date. The successful bidder agrees to commence work on a date specified in a "Notice to Proceed" issued by the DEP and to fully complete the project within 365 calendar days from said date. Said date shall be set within ten (10) calendar days of the Pre-Construction Conference date. The Contractor must contact the DEP within 10 days of receiving the Purchase Order in order to schedule the Pre-Construction Conference. A Notice to Proceed may be delayed due to adverse weather conditions with written approval from the Construction Administrator

5.0 ADDENDA & INTERPRETATIONS

- 5.1 No interpretation of the meaning of the plans, drawings, specifications or other pre-bid documents will be made to any bidder orally.
- 5.2 All addenda will be issued by the State Purchasing Division in writing to attendees of the mandatory Pre-Bid Conference. The changes contained therein are the only binding changes to the plans and/or specifications of this project.

ARTICLE II - BIDDING INFORMATION

6.0 CONDITIONS OF WORK

Each bidder must inspect the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve the successful bidder of any obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Contractor in carrying out its work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

7.0 OBLIGATIONS OF BIDDERS

At the time of the opening of bids, each bidder will have inspected the project job site, and will have read and will be thoroughly familiarized with all of the contract documents, including addenda. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder of any obligation with respect to its bid.

8.0 METHOD OF AWARD

The contract shall be awarded to the lowest responsible bidder, in accordance with West Virginia Code Section 5A-3-14.

9.0 MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held on site, which is 3.5 miles South of I-68 Hazelton Exit in the "Alaskan Village" area of Big Bear Lake. Follow signs to Big Bear Lake Campground. Go to the guard shack at the campground. Check in at the guard shack for final meeting place depending on the weather at the time.

ARTICLE III - GENERAL CONDITIONS**Sections Included:**

- 1.0 Correlation of Documents**
- 2.0 Examination of Premises**
- 3.0 Materials & Workmanship**
- 4.0 Supervision & Construction Procedures**
- 5.0 Permits, Laws, Regulations, & Rights of Entry**
- 6.0 Safety Requirements**
- 7.0 Protection of Persons & Property**
- 8.0 Insurance & Worker's Compensation**
- 9.0 Labor Laws, Ordinances, Wages & Other Conditions**
- 10.0 Subcontractors**
- 11.0 Time**
- 12.0 Payments & Completion**
- 13.0 Changes in the Work**
- 14.0 Uncovering & Correction of Work**
- 15.0 Assignment of Contract**

ARTICLE III - GENERAL CONDITIONS

1.0 CORRELATION OF DOCUMENTS

- 1.1 The intent of the contract documents is to include all labor, materials, equipment, operations and transportation necessary for the proper execution and completion of the work. The contract documents are complementary and what is required by one is required by all.
- 1.2 The Contractor shall carefully study and compare the contract documents and shall at once report to DEP any error, inconsistency or omission it may discover. Contractor shall not proceed with the work affected by such error, inconsistency, or omission until resolved to the satisfaction of itself and DEP.
- 1.3 The drawings and specifications are correlative and shall be accepted and used as a whole and not separately. Should any item be omitted from the drawings and be included in the specifications, and be required to complete the work under the contract, it shall be executed as if shown on both and contained in both; except that it is not intended that items or work not applicable or required be provided unless it is consistent therewith and reasonably inferable there from as being necessary to produce the intended results.
- 1.4 In case of disagreement or conflict between drawings and specifications, or inconsistencies, errors, or if omissions be discovered in the drawings and specifications, or if in any part the meaning of either or both shall be considered obscure or uncertain, the Director or his/her authorized representative shall be immediately notified thereof. No work so affected by such circumstances shall proceed until the Director or his/her authorized representative renders a decision and/or interpretation thereon. Large scale drawing details shall take precedence over drawings of lesser scale. Words and abbreviations which have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings.

2.0 EXAMINATION OF PREMISES

- 2.1 Before submitting quotes for the work, each bidder will be held to have examined the premises and satisfied itself as to the existing conditions under which it will be obliged to operate, or that will in any manner affect the work under the contract. Bidders shall have become familiar with the drawings and specifications and have compared them with existent conditions.
- 2.2 By executing the contract, Contractor represents that it has visited the site, familiarized itself with the local conditions under which the work is to be performed, and correlated its observations with the contract documents. No allowance will subsequently be made by reason of neglect or error on the part of the Contractor for failing to inform itself of the requirements and conditions contained herein.

ARTICLE III - GENERAL CONDITIONS

3.0 MATERIALS & WORKMANSHIP

- 3.1 All installed materials and equipment shall be new, and all materials, equipment, and workmanship shall be of kind and type specified, and in all cases, be of good quality. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of its materials, equipment and workmanship.
- 3.2 The Contractor shall provide and pay for all labor, materials, equipment operations, tools, construction equipment, and machinery, transportation, water, heat, utilities, and other facilities and services necessary for the proper execution and completion of the work. The Contractor at all times shall supply sufficient skilled and other labor necessary to adequately fulfill the requirements of the drawings and specifications, and provide for expeditious and practicable execution of the work to its completion.
- 3.3 The installation or application of all devices and materials shall be in accordance with the manufacturer's installation application data, shop drawings and instructions, unless otherwise provided herein.

4.0 SUPERVISION & CONSTRUCTION PROCEDURES

- 4.1 The Contractor shall supervise and direct the work, using its best skill and attention. It shall be responsible for all construction means, methods, techniques, and procedures, coordinating all portions of the work, and for cooperating with appropriate DEP personnel and with other contractors in every way possible.
- 4.2 The Contractor shall be responsible to DEP for the acts and omissions of its employees, its subcontractors and their agents or employees, and other persons performing any of the work under a contract with the Contractor.

5.0 PERMITS, LAWS, REGULATIONS, & RIGHTS OF ENTRY

- 5.1 The Contractor shall procure and pay for all permits, licenses, inspections, conveniences, or approvals necessary for the execution of its contract.
- 5.2 The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, the maintaining of passageways, guard fences, or other protective facilities.

ARTICLE III - GENERAL CONDITIONS

- 5.3 All applicable Federal and State laws and regulations, municipal ordinances, and the rules and regulations of all public authorities having jurisdiction construction of the project shall apply to the contract throughout, and are incorporated herein by reference.
- 5.4 DEP shall be responsible for obtaining all construction rights of entry for the project unless otherwise provided for in the Construction Specifications.
- 5.5 The Contractor agrees to indemnify and hold harmless the DEP from all liability and/or damages resulting from the Contractor's use of property for which the Contractor was to obtain rights of entry for borrow, disposal, access or other purposes. Said indemnification shall include, but is not limited to, liability and damages resulting from the Contractor's failure to obtain any or not all the right of entry; failure to utilize appropriate language in the right of entry agreements; or failure to obtain the permission and signatures of all persons or entities holding a legal interest in the subject property(ies) covered by the rights of entry.
- 5.6 All right of entry agreements the Contractor obtains for borrow, disposal, access or other purposes for this project shall include a provision requiring the property owner to indemnify and hold harmless the DEP for the Contractor's actions and any injury or damages whatsoever resulting from the Contractor's use of the property.

6.0 SAFETY REQUIREMENTS

- 6.1 Particular attention is directed to the "West Virginia Safety Code for Building Construction" as published by the West Virginia Department of Labor. Observance of and compliance with said laws, regulations and codes shall be solely with and without qualification the responsibility of the Contractor.
- 6.2 The Contractor, subcontractors, other contractors and all employees and workers shall comply with the provisions of the Occupational Safety and Health Act of 1970, Public Law 91-596. The Contractor shall be held liable to DEP for any health and safety infractions, on the Contractor's part, which cause DEP to receive a citation and/or fine from any local, State or Federal agency. Actual costs involved will be paid by the Contractor to the satisfaction of DEP.

7.0 PROTECTION OF PERSONS & PROPERTY

- 7.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

ARTICLE III - GENERAL CONDITIONS

- 7.2 **Safety of Persons and Property:** The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection, preventing damage, injury, or loss to:
- (a) All employees on the work, and all other persons who may be affected thereby;
 - (b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor, or any of its subcontractors or their employees or subcontractors; and
 - (c) Other property on the site or adjacent thereto, including, but not limited to, paving, roadways, structures, utilities and permanent property boundaries, monuments or markers not designated for removal, or relocation, or replacement in the course of construction. Any damage to these items shall be repaired or replaced at the expense of the Contractor and to the satisfaction of DEP.
- 7.3 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority, bearing on the safety of persons or property, or their protection from damage, injury, or loss.
- 7.4 The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable and adequate safeguards for safety and protection. It shall post danger signs and provide other warnings as required against hazards and dangers to persons and property.
- 7.5 In case of an emergency which threatens injury, loss of life and/or damage to property, the Contractor will be permitted to act, without prior instruction from the Construction Administrator, in a diligent manner. It shall notify the Construction Supervisor immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Construction Supervisor for verification and approval by the Construction Administrator.

Where the Contractor has not taken action, but has notified the Construction Administrator of an emergency threatening injury to persons or damage to the work or any adjoining property, it shall act as instructed or authorized by the Construction Administrator.

The amount of reimbursement claimed by the Contractor for work arising out of any emergency situation shall be determined by the Director or his/her authorized representative.

ARTICLE III - GENERAL CONDITIONS

- 7.6 The Contractor shall be responsible for the verification of existing utilities that may be affected by its work in the project area. It shall be held responsible for any damage to and for maintenance and protection of existing utilities and structures during the performance of the work.

8.0 INSURANCE & WORKER'S COMPENSATION8.1 Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance

The Contractor shall maintain insurance as follows:

- (a) Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$1,000,000.00 aggregate.
- (b) Contractor shall either (1) require each of the subcontractors to procure and to maintain, during the life of its subcontract, subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified in paragraph (a) above, or (2) insure the activities of its subcontractors in its own policy.

Contractor agrees to indemnify and hold harmless DEP from all liability for personal injury, including death resulting there from, and against all liability for property damage sustained by any person or persons, including persons employed by Contractor or subcontractors, which is caused in whole or in part by an act or omission, negligent or otherwise, of the Contractor, its agents, servants, or employees, and to assume the defense of any action brought by such persons to recover damages, and to pay all costs and expenses, including attorney's fees, incurred by DEP as result thereof.

Each party to the contract shall promptly notify the other of the assertion of any claim against which such party is held harmless pursuant to this Section, shall give such other party the opportunity to defend any such claim, and shall not settle any such claim without approval of the indemnifying party.

ARTICLE III - GENERAL CONDITIONS

8.2 Proof of Carriage of Insurance

The Contractor shall provide DEP, before work commences, with certificates issued by the insurance company or companies issuing the insurance policies required by this Section. The certificates shall show the type, amount, class of operations covered, effective dates, and dates of expiration of such policies. Such certificates shall provide that written notice shall be given to DEP prior to expiration, cancellation, or modification of any such policy, and shall contain substantially the following representation: "The insurance covered by this certificate will not be canceled, or materially modified or altered, except after ten (10) days written notice has been verified as received by the West Virginia Department of Environmental Protection".

8.3 Worker's Compensation Insurance

All employees of the Contractor, and of subcontractors engaged in the work of this contract, shall be covered by West Virginia Worker's Compensation Insurance. Certificates shall be provided to DEP by the Contractor and subcontractors showing compliance with the Worker's Compensation Laws of West Virginia.

9.0 LABOR LAWS, ORDINANCES, WAGES, AND OTHER CONDITIONS

9.1 The Contractor shall obey and abide by all laws of the State of West Virginia, particularly with respect to the carrying out of public improvements.

9.2 During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice, to be provided by the contracting officer, setting forth the provisions of this nondiscrimination clause.

ARTICLE III - GENERAL CONDITIONS

- (b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- (c) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Presidential Executive Order #11246 of September 24, 1965 (hereinafter "Executive Order #11246"), as amended by Presidential Executive Order #11375 and supplemented by U.S. Department of Labor regulations 41 CFR Part 60 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Contractor will comply with all provisions of Executive Order #11246, and with all of the applicable rules, regulations, and relevant orders of the U.S. Secretary of Labor (hereinafter "Secretary of Labor").
- (e) Contractor will furnish all information and reports required by Executive Order #11246, and by the applicable rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders. These provisions shall also apply to DEP or employees of the Federal Government or their designated representatives for the purpose of making audits, examinations, excerpts, or transcriptions.
- (f) In the event of the Contractor's noncompliance with these nondiscrimination clauses, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order #11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order #11246, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of these paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order #11246, so that such provisions will be binding upon each subcontractor or vendor. The

ARTICLE III - GENERAL CONDITIONS

Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request DEP to enter into such litigation to protect the interests of DEP.

- (h) Copeland "Anti-Kickback" Act Contractor or Subcontractor shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in U.S. Department of Labor regulations (29 CFR Part 3).
- (i) Clean Air & Water Acts Should the amount of this contract exceed one-hundred thousand dollars (\$100,000.00), compliance will be required with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order #11738, and Federal Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to DEP and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).
- (j) Energy Policy & Conservation Act The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Public Law 94-163.
- (k) Access to Records DEP, the U.S. Department of Interior's Office of Surface Mining Reclamation & Enforcement, and the U.S. Comptroller General or their duly authorized representatives shall have access to any books, papers, and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions.
- (l) Maintenance of Records The Contractor shall maintain all required records for three (3) years after DEP processes final payments and all other pending matters are closed.
- (m) Legal Remedies Unless otherwise provided by law or elsewhere in this contract, all claims, counter-claims, disputes and other matters in question between DEP and the Contractor arising out of, or relating to, this contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of West Virginia.

ARTICLE III - GENERAL CONDITIONS

10.0 SUBCONTRACTORS

- 10.1 Unless otherwise required by the contract documents, the Contractor, as soon as practicable after award of the contract, shall furnish DEP in writing the names of subcontractors (including those who are to furnish materials or equipment fabricated to special design) proposed for performing portions of the work.
- 10.2 DEP reserves the right to disapprove any proposed subcontractor whose record of performance does not establish its experience, competence, and financial ability to perform the work for which it is proposed. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and DEP.

11.0 TIME

11.1 Delays & Extensions of Time

- (a) It is agreed that if the Contractor should be unavoidably delayed in fulfilling its obligations under this contract by acts of Providence or general strikes, or by Court injunctions, or by stopping of the work by DEP because of any Contractor toward final completion of the work hereunder, DEP may require the Contractor to prepare an itemized estimate of the amount of work performed, and material and equipment stored under the contract since the date of the last preceding estimate and Application for Payment. DEP may request that the Contractor submit such estimate along with supporting documentation in the form of certified payrolls, material invoices, weight slips, and Applications for Payment. Contractor is to maintain and have available such records for inspection by DEP upon request.
- (b) Upon approval by DEP of the Application and Certificate for Payment, DEP shall, as soon thereafter as practicable, process for the Contractor as a progress payment a sum equal to the contract value of the work performed since the last preceding estimate and Application for Payment in accordance with Paragraphs 12.4 and 12.5 of this Section, less the aggregate of previous payments.
- (c) No Certificate for a progress payment, nor any progress payment, shall constitute acceptance or be deemed or construed as acceptance of any part of the work not in accordance with the contract documents.
- (d) The Contractor warrants and guarantees that title to all work, and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to DEP upon the receipt of such payment by the Contractor, free and clear of all liens.

ARTICLE III - GENERAL CONDITIONS

11.2 Progress Schedule

The Contractor, immediately after being awarded the contract, shall prepare and submit, for DEP's information, an estimated progress schedule for the work. Such progress schedule shall be related to the entire project to the extent required by the contract documents, and shall provide for expeditious and practicable execution dates of the various stages of construction and may be revised as required by conditions of work, subject to DEP's approval.

12.0 PAYMENTS & COMPLETION

12.1 Contract Sum

The contract sum as stated in the Contractor's executed Contract Acceptance Form, including any authorized adjustment(s) thereto, is the total amount payable by DEP to the Contractor for the performance of the work under the contract documents.

12.2 Schedule of Values

Before submitting its first Application for Payment, the Contractor shall submit to DEP a schedule of values allocated to the various portions of the work, prepared in such form and supported by such data to substantiate its accuracy, as DEP may require. This schedule shall be used only as a basis for the Contractor's Applications for Payment.

12.3 Progress Estimates, Applications for Payment

- (a) On the fifteenth (15th) and thirtieth (30th) day of each month during which progress has been made on the work under the contract by the Contractor toward final completion of the work hereunder, DEP may require the Contractor to prepare an itemized estimate of the amount of work performed since the date of the last preceding estimate and Application for Payment. DEP may request that the Contractor submit such estimate along with supporting documentation in the form of certified payrolls (not to include social security numbers), material invoices, weight slips, and Applications for Payment. Contractor is to maintain and have available such records for inspection by DEP upon request.
- (b) Upon approval by DEP of the Application and Certificate for Payment, DEP shall, as soon thereafter as practicable, process for the Contractor as a progress payment a sum equal to the contract value of the work performed since the last preceding estimate and Application for Payment, in accordance with Paragraphs 14.4 and 14.5 of this Section, less the aggregate of previous payments.

ARTICLE III - GENERAL CONDITIONS

- (c) No Certificate for a progress payment, nor any progress payment, shall constitute acceptance or be deemed or construed as acceptance of any part of the work not in accordance with the contract documents.
- (d) The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to DEP upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the Contractor or otherwise imposed by the Contractor or such other person.

12.4 Payments Withheld

The Director may decline to approve an estimate or Application for Payment, to the extent necessary to protect DEP from loss because of:

- (i) Unsatisfactory, unrepresentative, and unverified amounts and items included in progress estimates of Paragraph 12.3(a) above.
- (ii) Unfulfilled provisions of Paragraphs 12.3(d) above.
- (iii) Defective work not remedied.
- (iv) Unsatisfactory performance of the work by the Contractor.
- (v) Reasonable doubt that the remaining work can be completed for the unpaid balance of the contract sum.
- (vi) Reasonable indication that the work will not be completed within the contract time for completion.
- (vii) Third party claims filed, or reasonable evidence indicating probable filing of such claims.
- (viii) Damage to another contractor.

When the above grounds under 12.4 (i)-(viii) are removed, payment shall be approved for the amounts that were withheld because of them.

ARTICLE III - GENERAL CONDITIONS

12.5 Final Completion & Final Payment

- (a) Upon notice from the Contractor that the work is ready for final inspection, the Construction Supervisor will promptly make such inspection. If the Construction Supervisor upon his/her inspection finds the work acceptable under the contract documents and the contract fully performed, the Contractor shall submit a Final Estimate Application and Certificate for Payment to DEP for processing. Also, final quantity calculations shall be submitted to DEP at the final inspection conference by the Contractor.
- (b) Final payment to the Contractor will be processed by DEP upon fulfillment of the provisions of the contract documents and the conditions thereof.
- (c) The processing of final payment shall constitute a waiver of all claims by DEP except those arising from:
 - (i) Unsettled liens.
 - (ii) Faulty or defective work appearing after final completion.
 - (iii) Failure of the work to comply with requirements of the contract documents.
 - (iv) Terms of any special warranties required by the contract documents.
- (d) The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligation under the contract documents, or the Performance Bond, and the Labor and Material Payment Bond.

12.6 Application for Payment Forms

Bound within the Technical Specifications are sample Application and Certificate for Payment forms which the Contractor shall use in the submittal of progress estimate Applications for Payment to DEP.

ARTICLE III - GENERAL CONDITIONS

13.0 CHANGES IN THE WORK

13.1 Change Orders

- (a) DEP, without invalidating the contract, may order or the Contractor may request changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.
- (b) A change order is a written order to the Contractor, properly executed as to form, issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or contract time. The contract sum or contract time may be changed only by a change order. A change order issued to the Contractor indicates its agreement therewith, including the adjustment in the contract sum or contract time set forth therein.

13.2 No person other than the Secretary or his/her authorized representative can make any changes to the terms, conditions, contract clauses, or other stipulations of this contract. The Contractor shall not accept any instructions issued by any person other than the Secretary or his/her authorized representative regarding changes in the work under the contract which affect the contract sum and/or contract time. No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Secretary or his/her authorized representative, which may be received from any person employed by DEP or otherwise, shall be considered grounds for deviation from any stipulation of the contract.

13.3 Minor Changes in the Work

Notwithstanding the requirements of Section 13.2 above, the Secretary or his/her authorized representative shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents. Such changes may be affected by field order or by other written order. Such changes shall be binding on DEP and the Contractor. The Contractor shall carry out such written orders promptly.

13.4 Omissions

DEP may omit any item or items in the contract, provided that the notice of intent to omit such item or items is given to the Contractor before any material has been purchased or labor involved has been performed, and such omission shall not constitute grounds of any claim for damages or loss of

ARTICLE III - GENERAL CONDITIONS

anticipated profits. DEP may omit any item or items shown the estimate, at any time, by agreeing to compensate the Contractor for the reasonable expense already incurred and to take over at actual cost any unused material purchased in good faith for use for the item or items omitted.

14.0 UNCOVERING & CORRECTION OF WORK

14.1 Uncovering of Work

- (a) If any work should be covered contrary to the request of DEP, it must, if required by DEP, be uncovered for its observation and be replaced at the Contractor's expense.
- (b) If any other work has been covered which DEP has not specifically requested to observe prior to being covered, DEP may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the cost of uncovering and replacement shall, by appropriate change order, be charged to DEP. If such work is found not to be in accordance with the contract documents, the Contractor shall pay such costs unless it is found that such condition was caused by a separate contractor employed by DEP and in that event DEP shall be responsible for the payment of such costs.

14.2 Correction of Work

The Contractor shall promptly correct all work rejected by DEP as defective or as failing to conform to the contract documents whether observed before or after final completion and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected work. All such defective or non-conforming work shall be removed from the site if necessary, and the work shall be corrected to comply with the contract documents at no cost to DEP. If the Contractor fails to correct such defective or non-conforming work, DEP may correct it in accordance with Section 14.3 below.

14.3 Acceptance of Non-Conforming Work

If DEP prefers to accept non-conforming work, it may do so instead of requiring its removal and correction, in which case a change order will be issued to reflect an appropriate reduction in the contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE III - GENERAL CONDITIONS

15.0 ASSIGNMENT OF CONTRACT

Contractor shall not assign or transfer this contract or sublet it as a whole without having first obtained the written consent of DEP to do so; and it is likewise agreed that the Contractor shall not assign legally or equitably any of the moneys payable to it under the contract, or its claim thereto, without having first obtained the written consent of DEP to do so.

ARTICLE IV - GENERAL REQUIREMENTS**Sections Included:**

- 1.0 Scope of Work**
- 2.0 Quality Standards, Approvals**
- 3.0 Superintendents, Coordination**
- 4.0 Project Meetings**
- 5.0 Authority & Duties of Inspectors**
- 6.0 Shop Drawings, Product Data, Samples**
- 7.0 Measurements, Manufacturer's Directions**
- 8.0 Lines, Levels, Grades, Layout**
- 9.0 Documents, Shop Drawings, Etc., at Site**
- 10.0 Storage of Materials**
- 11.0 Protection of Work, Damages**
- 12.0 Temporary Facilities**
- 13.0 Construction Sign**
- 14.0 Cleaning and Final Clean-Up**
- 15.0 Testing**
- 16.0 Project Completion - Certificates**

ARTICLE IV - GENERAL REQUIREMENTS

1.0 SCOPE OF WORK

The scope of the work for this project, without attempting to restrict or limit the contractor's responsibility, consists of furnishing all plant, labor, materials, and equipment to construct the landfill closure project described in the drawings and these specifications. The work shall include, but not be limited to, the following:

Removing all waste from the landfill area and hauling to an approved waste facility, proper abandonment of the 4 wells and revegetation of all disturbed areas. The wells are to be abandoned by a certified well driller as per the groundwater monitoring rules.

2.0 QUALITY STANDARDS, APPROVALS

- 2.1 Notwithstanding reference in the specifications or on the drawings to any article, item, product, material, equipment, or system by name, brand, make, or manufacturer, such reference shall be intended and interpreted as establishing a standard of quality, and shall not be taken, regarded, or construed as limiting competition.
- 2.2 Any article, item, product, material, equipment, or system which will perform adequately and satisfactorily the duties imposed by the general design will be considered equally acceptable to that specified or referenced, providing the article, item, product, material, equipment, or system so proposed is equal in quality, substance, design, manufacture, function and performance as that specified or referenced, and adjudged and determined to be so in the opinion of the Construction Supervisor and is approved by him/her. The approval of the Construction Administrator is required before purchase and installation.

ARTICLE IV - GENERAL REQUIREMENTS

2.3 Approvals

Where the term "of approved manufacture" appears in the specifications, or an "approved" or "approved as equal" article or item is referred to, it shall mean that the article, item, workmanship, or material must meet the approval of the Construction Supervisor.

3.0 SUPERINTENDENTS, COORDINATION

3.1 Superintendents.

The Contractor shall employ and keep a competent English-speaking superintendent and assistants as required on the job at all times who shall give efficient supervision to the work, using his/her best skill and attention, and shall have knowledge and control of all trades. The superintendent shall be acceptable to the Construction Supervisor and shall not be changed without the Construction Supervisor's knowledge and consent. The Contractor also shall see that each respective sub-contractor provides a competent foreman for each trade.

3.2 Coordination.

The Contractor and each sub-contractor shall coordinate the work and operations and shall cooperate with and assist each other on the job for the successful execution of the work within trade jurisdictional rulings. Each shall study all drawings and specifications and shall perform all work which properly comes under jurisdiction of the trade he/she represents.

4.0 PROJECT MEETINGS

Meetings shall be held at periodic intervals throughout the construction contract period for discussion of matters pertinent to the execution and administration of the project. The Construction Administrator, Engineer, Construction Supervisor, Inspector, Contractor and/or its Superintendent, Subcontractors, Project Foremen, as required, and others directly concerned, as necessary, shall attend the meetings.

5.0 AUTHORITY & DUTIES OF INSPECTORS

5.1 The Inspector, as the Secretary's authorized representative, is authorized to make minor field changes to the plans and specifications that do not involve an increase or decrease in the contract sum or an increase or decrease in the contract time. The Inspector shall be authorized to inspect all work done, all

ARTICLE IV - GENERAL REQUIREMENTS

material furnished, payroll records of personnel, material invoices and relevant data and records of the work, and the preparation, fabrication, or manufacture of the materials to be used. The Inspector is not authorized to revoke, alter, or waive any requirements of the plans and specifications that result in an increase or decrease in the amount of compensation due the Contractor or an increase or decrease in the contract time. The Inspector is authorized to call to the attention of the Contractor any failure of the work or materials to conform to the plans and specifications. The Inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Construction Administrator.

- 5.2 The Inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Construction Administrator in any way, or releasing the Contractor from fulfilling all of the terms of the contract.
- 5.3 If the Contractor refuses to suspend operations on verbal order, the Inspector shall issue a written order giving the reason for ordering the work to stop. After placing the order in the hands of the person in charge, the Inspector shall immediately leave the job, and the Contractor shall cease all operations.

6.0 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

6.1 Definitions

- (a) "Shop drawings" are drawings, diagrams, schedules, and other data, prepared for the project by the Contractor, Sub-contractor, manufacturer, or supplier, to illustrate and/or install some portion of the work.
- (b) "Product data" are illustrative data, brochures, schedules, catalog cuts, charts, informative material and specifications to illustrate materials, articles, items, or products for use in some portion of the work.
- (c) "Samples" are physical examples which show and illustrate materials, finishes, equipment or workmanship of products proposed for use in some portion of the work.

6.2 Submittals

- (a) The Contractor shall review, approve, and submit to the Construction Administrator with reasonable promptness, and in such sequence to cause no delay in the work, all shop drawings, product data, and samples required by the contract documents.

ARTICLE IV - GENERAL REQUIREMENTS

- (b) No shop drawings, product data, or samples shall be submitted to the Construction Administrator except by the Contractor, who shall, before submission, verify all materials, check all details, measurements, verify all field measurements and field construction conditions, and other job coordination requirements. Upon review, check, and approval by the Contractor, the Contractor shall place its stamp of approval thereon before submitting to the Construction Administrator.
- (c) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the contract documents by the Construction Administrator's approval of shop drawings, product data, or samples, nor shall it be relieved of responsibility for errors or omissions therein.
- (d) Shop drawings, product data, and samples shall be submitted in sufficient number for all approvals, with a minimum of two (2) copies or samples being retained by the Construction Administrator, and a number of copies and samples being retained by the Contractor as required for the execution of its work.
- (e) No portion of the work requiring submission of a shop drawing, product data, or sample shall be commenced until the submittal has been approved by the Construction Administrator. All such portions of the work shall be in accordance with approved submittals.
- (f) Shop drawings, product data, and samples shall be submitted for work, systems, articles, items, and equipment as specified. Other additional shop drawings, product data, and samples as may be requested for the work by the Construction Administrator shall be submitted to him/her for approval.

7.0 MEASUREMENTS, MANUFACTURER'S DIRECTIONS

7.1 Measurements

Before ordering any material, product, article, or doing any work, the Contractor shall take all necessary measurements at the project and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the drawings. The Construction Administrator shall be notified of any differences found and work shall not proceed thereon until the Construction Administrator has rendered a decision.

7.2 Manufacturers' Directions

All manufactured articles, items, products, material, and equipment shall be applied, installed, connected, erected, used, cleaned, conditioned and put into

ARTICLE IV – GENERAL REQUIREMENTS

operation or use as directed by the manufacturer's printed instructions, unless specified otherwise herein. The Contractor shall be responsible for obtaining all such instructions.

7.3 Measurement of Quantities

The Contractor shall be responsible for providing all necessary volumetric and weight measurement equipment necessary to measure quantities accurately for payment of contract unit items, and said equipment shall be subject to the Construction Administrator's approval. Volume and weight measurements shall be submitted to the Construction Administrator for approval.

8.0 LINES, LEVELS, GRADES, LAYOUT

8.1 Lines, Levels, Grades

- (a) Control points have been established in the field and are shown on the plans whereby the Contractor can properly control the work contracted for under these specifications. Such stakes and markings which the Engineer may have set for either his/her own guidance shall be scrupulously preserved by the Contractor, or its employees. If any action by the Contractor should result in the destruction of such stakes or markings, an amount equal to the cost of replacing same may be deducted from subsequent estimates due the Contractor at the discretion of the Construction Supervisor. The Contractor shall satisfy itself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors which may have been made in laying out the work. Should any discrepancies become evident between the plans and the Contractor's field survey, the Contractor shall immediately notify the Inspector. If these discrepancies will create a change in any item in the Contractor's accepted final bid, the DEP reserves the right to re-design or negotiate. Should the Contractor fail to make notification of these discrepancies, DEP will not be held liable for any changes in the original quantities.
- (b) The Contractor shall make all field measurements necessary for its work and shall be responsible for the accuracy of all dimensions, lines, levels, and grades. If a survey is required, it shall be performed at the expense of the Contractor. All survey work shall be performed by a West Virginia Registered Civil Professional Engineer or Licensed Land Surveyor who shall certify as to the accuracy of the survey to DEP.

ARTICLE IV - GENERAL REQUIREMENTS

9.0 DOCUMENTS, SHOP DRAWINGS, ETC., AT THE SITE

- 9.1 The Contractor shall maintain at the project site for DEP one (1) record copy of all drawings, specifications, addenda, change orders, and other modifications, in good order, marked currently to record all changes made during construction, and all approved shop drawings, product data, and samples, properly filed and referenced. All such documents and samples shall be delivered to the Construction Supervisor upon completion of the work.
- 9.2 The Contractor shall furnish the Inspector in writing two (2) sets of daily reports showing all personnel (by classification), equipment, and tools engaged in the work, for use in accounting records.
- 9.3 The Contractor shall be responsible for submitting a daily activity summary which shall be used to report progress of the various construction activities performed at the subject site. The summary report shall be submitted to the Inspector on a weekly basis on the prescribed forms. Processing invoices may be delayed if summary reports are not submitted.

10.0 STORAGE OF MATERIALS

- 10.1 The Contractor, under and with the approval, supervision, and direction of DEP, shall assume full charge of the area or areas of the project premises allocated for the storage of materials and equipment as required, allocating the necessary site space to any sub-contractor(s) for storage sheds and space for the storage of materials and equipment. Such arrangement of storage facilities shall be orderly, convenient, shall not obstruct movement on the site, the work of others, or construction operations. All storage sheds, enclosures, and facilities shall fully protect the stored materials. The Contractor shall arrange with appropriate landowner(s) for any storage areas located outside of the project limits and such storage areas shall also be subject to DEP's approval.
- 10.2 All materials subject to damage by moisture, water, or weather shall be fully protected. All flammable, toxic, and explosive materials shall be safely stored in conformity with applicable safety requirements of State and Federal regulations and safety standards of the National Fire Protection Association.

11.0 PROTECTION OF WORK; DAMAGES

11.1 Protection and Replacement of Work

- (a) The Contractor shall protect its work from damage of any kind until completion of construction. Each contractor or sub-contractor shall

ARTICLE IV – GENERAL REQUIREMENTS

adequately protect all preceding work from damage caused by it or its work. Should any part of the construction be subject to freezing or exposure to the elements, the same shall be fully protected to prevent damage.

- (b) The Contractor and each sub-contractor shall provide protection against weather, frost, freezing, storms, and heat, to maintain all work, materials, installations, and equipment safe from injury and damage. The Contractor shall provide temporary covering and closures in the construction as required to protect it from damage by weather, until permanent construction provides such protection.
- (c) Damaged or defective work must be replaced; all other work injured or damaged in the replacing of such work or in any way incidental thereto must be brought back to its original condition or replaced by the Contractor performing the work, without additional cost to DEP.

11.2 Damages to Existing Work

All masonry damage, glass breakage, and other damage caused to existing buildings and appurtenances by the Contractor or by other contractors in the performance of work shall be properly replaced or repaired at the option of DEP, without additional cost to DEP.

12.0 TEMPORARY FACILITIES

12.1 Job Utilities

- (a) General All concerned with providing temporary utilities for use on the project are advised to determine locations of sources of supply and the conditions under which services can be brought to points of use on the site.
- (b) Drinking Water The Contractor shall arrange for drinking water and containers to be provided on the site.
- (c) Utility Connections The Contractor is to furnish power, gas, compressed air and any other utilities required for its own use during construction. The Contractor shall remove all temporary wiring, switches, lights, piping and connections to service facilities used during construction. Such connections shall not be made without approval of the Inspector.
- (d) Temporary Supports The Contractor shall provide such temporary supports as may be required during construction, including those necessary to ensure the stability of the proposed excavation.

ARTICLE IV – GENERAL REQUIREMENTS

- (e) Equipment The Contractor shall furnish all special apparatuses, welding machines, air compressors, hoisting equipment, tools, implements, cartage, scaffolding, ladders, planks, acetylene gas, oxygen gas, expendable materials, temporary light and heat, construction materials, shims and all other materials that may be required for the proper execution of the work.
- (f) Temporary Buildings The Contractor will furnish, place, and equip, at its own expense, and as it deems necessary, any portable construction building(s) such as a trailer, storage sheds or chemical sanitary facilities. These portable facilities must be within the designated project limits; otherwise, the Contractor is solely responsible for making necessary arrangements with the proper landowner when the buildings are set up outside of the project limits. The type and number of buildings are subject to the approval of the Inspector. All written instructions, orders, and other communication delivered to the temporary construction office set up on the site shall be considered as having been delivered to the Contractor itself. The Contractor shall provide and pay for its own fire protection, watchman, temporary utility hookups, etc. The Contractor will promptly remove from the project any office facilities, equipment or materials when so instructed by the Inspector.
- (g) Sanitation Facilities The Contractor shall provide and pay for adequate temporary toilet facilities for personnel during the project construction period. Toilets shall be of types approved by DEP and the State Division of Health, and situated only in approved locations. The Contractor shall be responsible for operation and sanitary maintenance of the temporary toilets and shall have them removed upon completion of construction.

13.0 CONSTRUCTION SIGN

The typical LCAP sign is not required for this project.

ARTICLE IV – GENERAL REQUIREMENTS

14.0 CLEANING & FINAL CLEAN-UP

14.1 Housekeeping - Periodic Cleaning

The Contractor shall at all times keep the construction site free of accumulations of waste materials and rubbish caused by its operations. Periodically during the progress of the work, and also when directed to do so by DEP, the Contractor shall remove, or cause to be removed by sub-contractors responsible, accumulated waste materials, rubbish, and debris, and leave the construction area in good order.

14.2 Final Clean-Up

The Contractor at all times shall dispose of all debris and waste resulting from work at the Contractor's dump site. The Contractor shall not put or spill any materials into any drainage system which would pollute area streams or waterways. The Contractor shall be liable for any stream pollution caused directly or indirectly by its own employees or those of its sub-contractors.

14.3 DEP's Right to Clean-Up

Should disputes arise between Contractor and separate contractors, or sub-contractors as to responsibilities for cleaning-up, and refusals to do so result therefrom, DEP may perform the clean-up and charge the cost thereof to the Contractor, the contractors, or sub-contractors responsible therefor, as DEP shall determine fair and just.

ARTICLE IV – GENERAL REQUIREMENTS

15.0 TESTING

15.1 When Testing Required

Testing shall be performed as required by the specifications or ordered by the Construction Administrator in writing. The Construction Administrator will determine the need, location, extent, and time of any testing herein specified, or in addition to that which is herein specified.

15.2 Payment for Testing

The Contractor shall select an independent testing laboratory or utilize a laboratory run by the Contractor, to perform all testing for compaction, concrete, and soils as specified herein. All laboratory reports must be signed by a registered professional engineer. The Contractor shall be responsible for testing payments as an incidental to the various items of the bid schedule. If the Contractor allows work to proceed beyond a testing point resulting in the disassembly of structures or the uncovering of work for testing, payment for such will be the responsibility of the Contractor at no extra cost to DEP.

16.0 PROJECT COMPLETION - CERTIFICATES

- 16.1 All certificates of testing, quality, compliance, and performance, as required, requested, and/or specified, shall be delivered to DEP upon delivery or completion of the work covered by the certificates.
- 16.2 All certificates of approval, compliance, and completion as required by codes, inspection and regulatory agencies, and local, State and Federal governmental authorities, shall be delivered to DEP upon completion of the work and inspections covered by such certificates.
- 16.3 The contractor shall submit to the WVDEP as built drawings certified by a Registered Professional Engineer identifying all changes occurring on the project. The drawings shall be of professional quality. Unsuitable drawings will be returned for revisions. These drawings shall be approved by WVDEP prior to scheduling a Final Inspection.

ARTICLE V - SPECIAL CONDITIONS

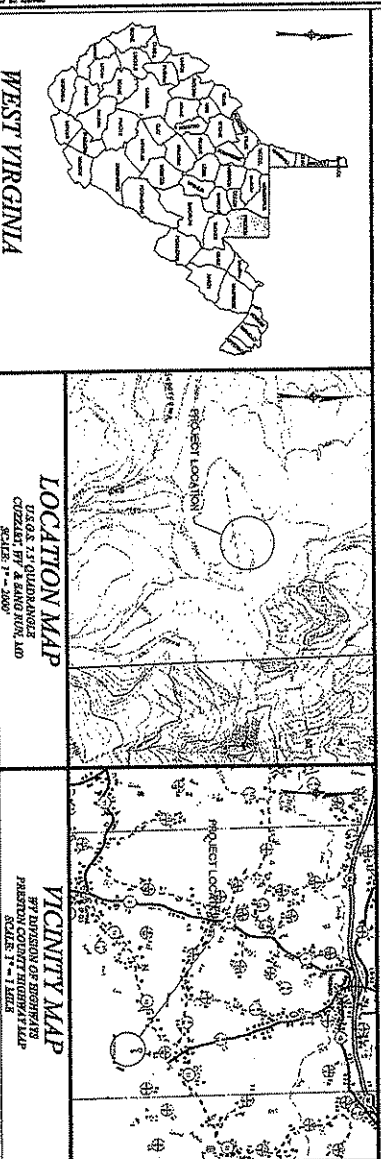
1.0 EROSION & SEDIMENT CONTROL

West Virginia Erosion and Sediment Control
Best Management Practice Manual
2006

The West Virginia Erosion and Sediment Control Best Management Practice Manual addresses erosion and sediment control for earth disturbing activities associated with construction. The manual is designed to assist construction site developers, engineers, designers, and contractors in identifying and implementing the most appropriate best management practices for construction activities. The purpose of this manual is to provide standardized and comprehensive erosion and sediment control management practices for implementation on construction projects throughout West Virginia. It is intended that this manual be used as guidance for developing sediment control plans for the West Virginia/National Pollution Discharge Elimination System General Water Pollution Control Permit for Stormwater Associated with Construction Activities. However, the use of other best management practices manuals may also be acceptable. The goal is to reduce the water quality impacts of land-disturbing activities through the design and implementation of effective erosion prevention and sediment control. Questions or comments regarding the West Virginia Erosion and Sediment Control Best Management Practice Manual 2006 can be directed to William Timmermeyer by phone at (304) 926-0499, Extension 1336, or by e-mail at william.f.timmermeyer@wv.gov

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION LANDFILL CLOSURE ASSISTANCE PROGRAM

BIG BEAR LANDFILL BIG BEAR LAKE CAMPGROUND PRESTON COUNTY, WEST VIRGINIA AUGUST 2008

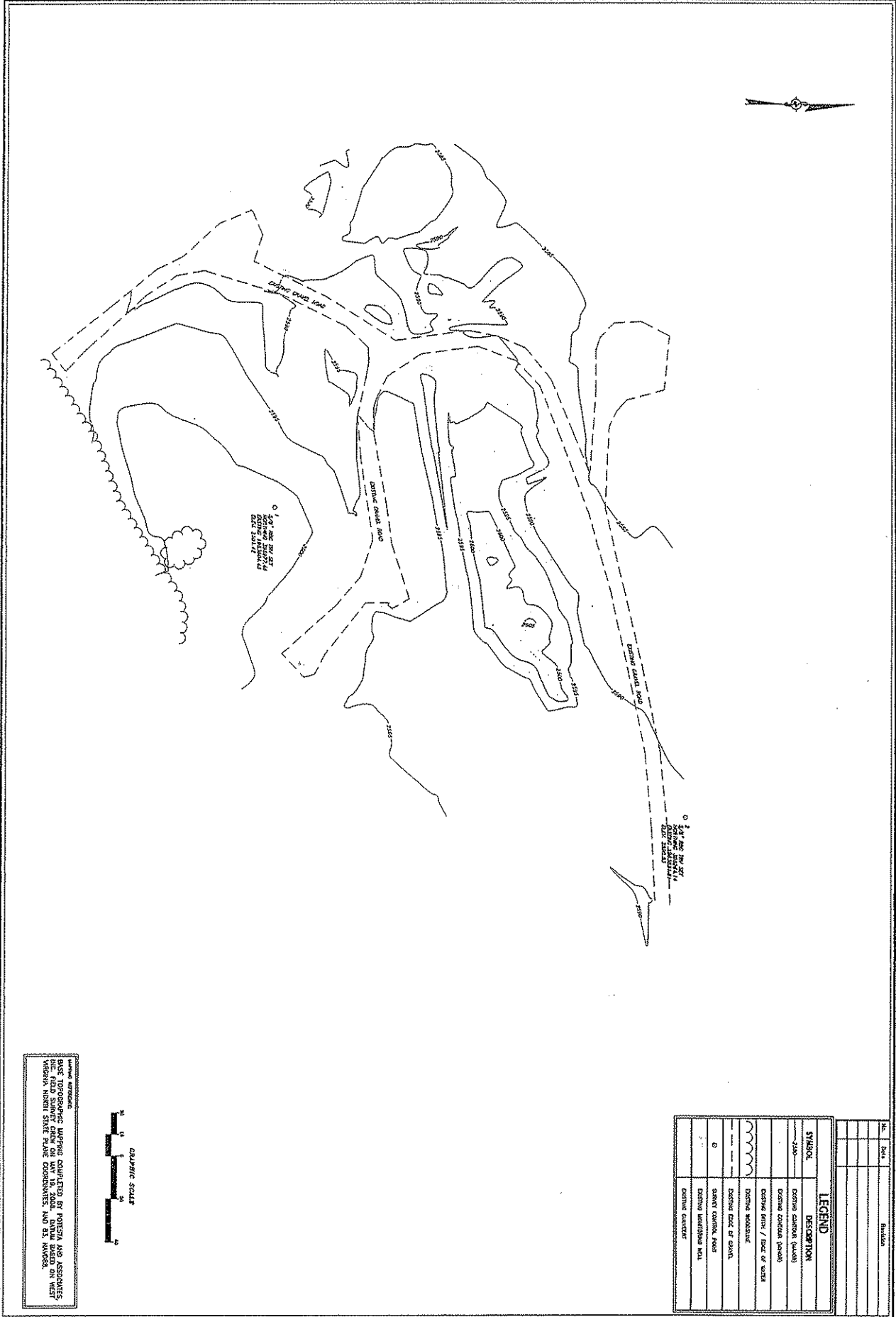


DRAWING INDEX	
DRAWING NO.	TITLE
1	COVER SHEET AND INDEX
2	EXISTING CONDITIONS
3	PROPOSED SITE PLAN
4	FINAL CLOSING PLAN
5	PROFILE - BARBELINE A
6-8	CROSS SECTIONS
9-10	LOCAL LAYERS (DETAIL) / GENERAL NOTES

Potesta & Associates, Inc.
ENGINEERS AND ENVIRONMENTAL CONSULTANTS
180 Lakeside Drive, Westport, NY 12586
Tel: (518) 335-2246 Fax: (518) 335-2248
E-Mail Address: potesta@potesta.com

No.	Date	Revised

NOT TO SCALE
 DATE: 10/11/01
 BY: [illegible]
 PROJECT: [illegible]



LANDFILL SITE
 BIG BEAR LANDFILL
 PRESTON COUNTY, WV
 DATE: 10/11/01
 BY: [illegible]

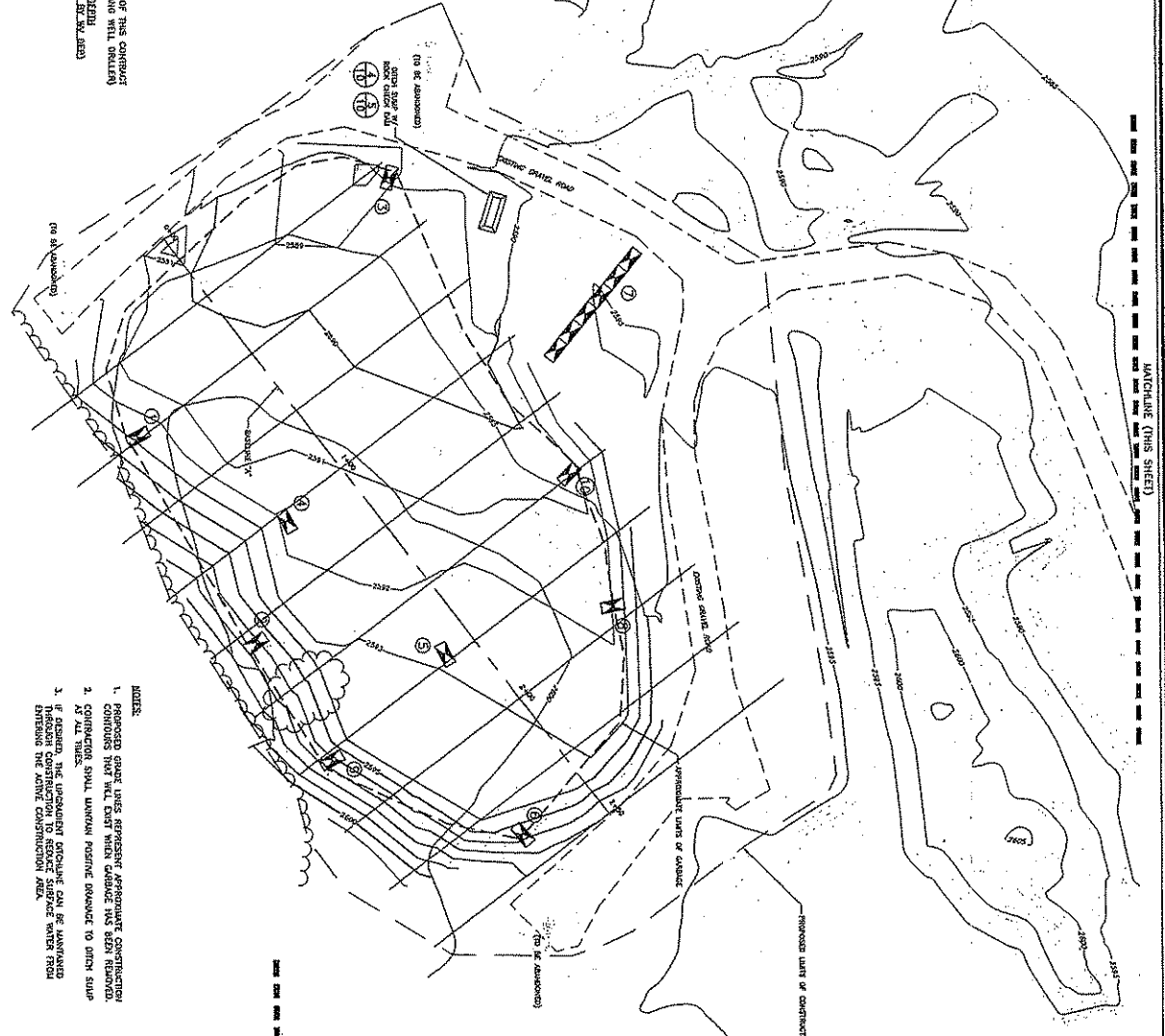


SYMBOL	DESCRIPTION
—	Existing Contour (solid)
- - -	Existing Contour (dashed)
- . - . -	Existing Ditch / Ditch of water
~~~~~	Existing Structure
□	Existing Building Footing
○	Existing Building Wall
○	Existing Structure

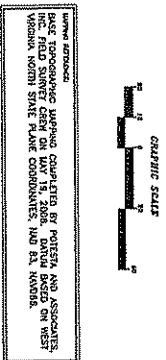
DATE: 11/15/01  
 DRAWN BY: J. B. POTESTA  
 CHECKED BY: J. B. POTESTA  
 PROJECT NO.: 01-0012-0014

APPROXIMATE ELEVATION OF THIS CONJECTURE BY WADSWORTH LANDFILL (THIS SHEET)

WELL ID	APPROXIMATE DEPTH (AS DETERMINED BY W. WADSWORTH)
WLL-1	32.1
WLL-2	44.7
WLL-3	28.8
WLL-4	33.4

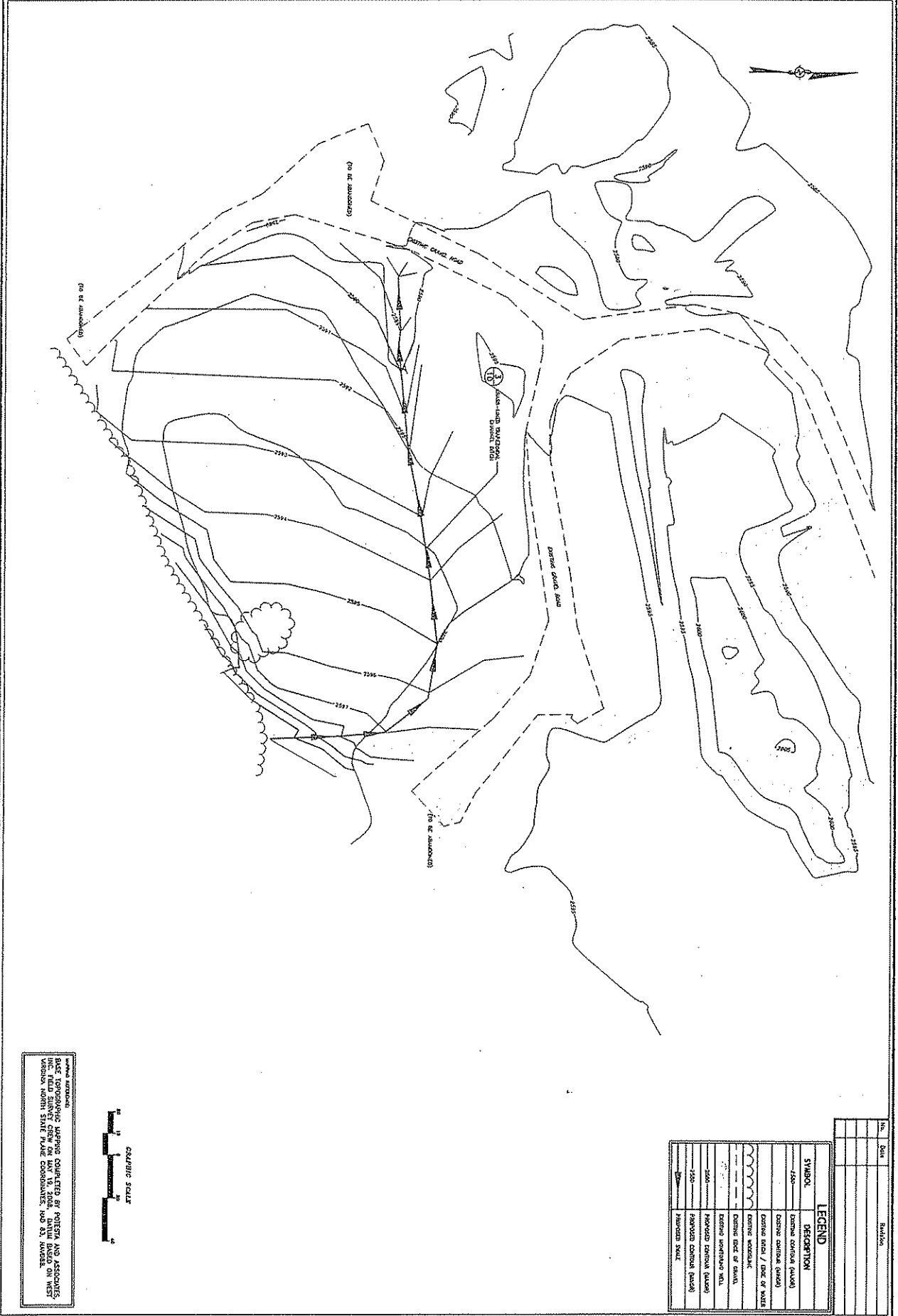


- NOTES:**
1. PROPOSED GRADE LINES REPRESENT APPROXIMATE CONSTRUCTION CONDITIONS. CONTRACTORS SHALL VERIFY THESE CONDITIONS IN THE FIELD.
  2. CONSTRUCTION SHALL MAINTAIN POSITIVE DRAINAGE TO DRAIN CANALS.
  3. IF DRAINAGE THE APPROXIMATE DEPTH OF CANALS SHALL BE MAINTAINED THROUGH CONSTRUCTION TO REDUCE SURFACE WATER FROM ENTERING THE ACTIVE CONSTRUCTION AREA.



DATE: 11/15/01  
 DRAWN BY: J. B. POTESTA  
 CHECKED BY: J. B. POTESTA  
 PROJECT NO.: 01-0012-0014

SYMBOL	DESCRIPTION
(Symbol: Dashed line)	EXISTING CONTOUR (ELEVATION)
(Symbol: Solid line)	PROPOSED CONTOUR (ELEVATION)
(Symbol: Dotted line)	EXISTING DRAINAGE
(Symbol: Solid line with arrows)	PROPOSED DRAINAGE
(Symbol: Circle with cross)	PROPOSED CONSTRUCTION AREA
(Symbol: Square with cross)	PROPOSED CONSTRUCTION AREA
(Symbol: Circle with dot)	PROPOSED CONSTRUCTION AREA
(Symbol: Square with dot)	PROPOSED CONSTRUCTION AREA
(Symbol: Circle with cross and dot)	PROPOSED CONSTRUCTION AREA
(Symbol: Square with cross and dot)	PROPOSED CONSTRUCTION AREA
(Symbol: Circle with cross and dot)	PROPOSED CONSTRUCTION AREA
(Symbol: Square with cross and dot)	PROPOSED CONSTRUCTION AREA

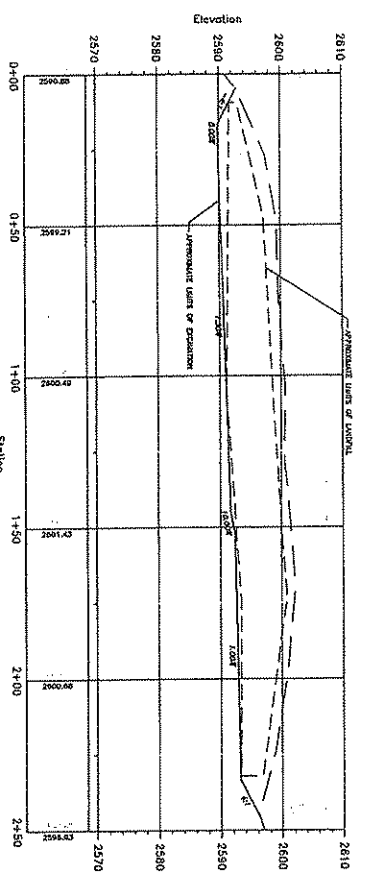


SHEET CONTAINS:  
 FINAL GRADING PLAN  
 BIG BEAR LANDFILL  
 PRESTON COUNTY, WV  
 DATE: 08/22/01  
 SCALE: AS SHOWN

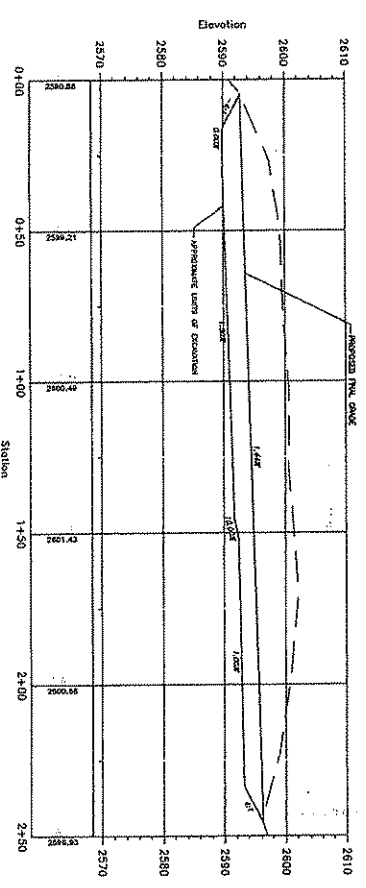


SYMBOL	DEFINITION
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(Dashed line)	EXISTING CONTOUR (ELEVATION)
(Dotted line)	EXISTING CONTOUR (ELEVATION)
(Dashed line with dots)	EXISTING CONTOUR / END OF WATER
(Wavy line)	EXISTING WATERWAY
(Solid line)	EXISTING EDGE OF GRAVEL
(Solid line)	EXISTING BORDERLAND WALL
(Solid line)	PROPOSED BORDERLAND WALL
(Solid line)	PROPOSED CONTOUR (ELEVATION)
(Solid line)	PROPOSED CONTOUR (ELEVATION)
(Solid line)	PROPERTY BOUNDARY
(Solid line)	PROPERTY WALL

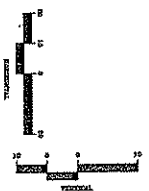
No.	Date	Revised



PROFILE - BASELINE A



PROFILE - BASELINE A (FINAL GRADE)



No.	DATE	REVISION

5  
 TITLE: PROFILE - BASELINE A  
 BIG BEAR LANDFILL  
 PRESTON COUNTY, WV

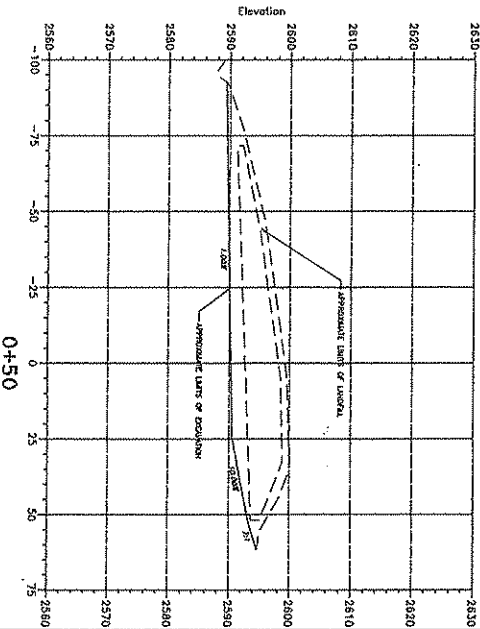
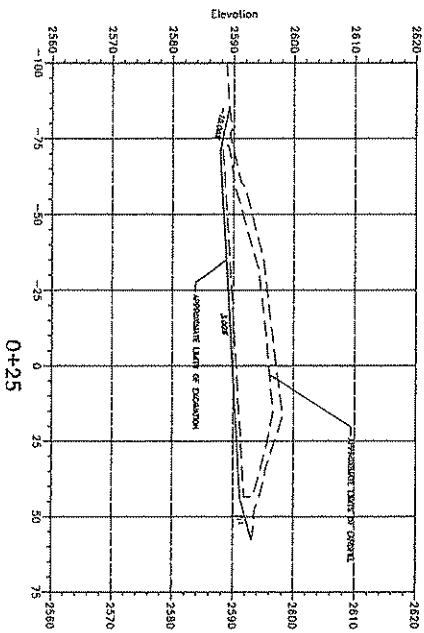
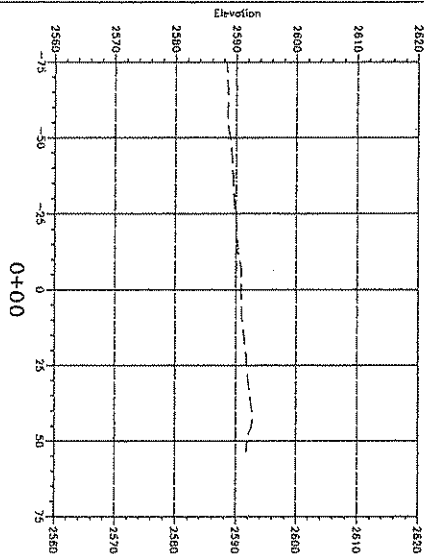
Client: WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 LANDFILL CLOSURE ASSISTANCE PROGRAM  
 2031 PLEASANT VALLEY ROAD - FAIRMONT, WV 26534



Potesta & Associates, Inc.  
 ENGINEERS AND ENVIRONMENTAL CONSULTANTS  
 132 Industrial Drive, Morgantown, WV 26505  
 TEL: (804) 232-1246 FAX: (804) 234-2348  
 E-Mail Address: potesta@potesta.com

PROJECT NO.: 04-0015-004  
 DRAWING NO.: 04-0015-004  
 SHEET NO.: 1 OF 1

11/17/2010 10:23 AM  
 11/17/2010 10:23 AM  
 11/17/2010 10:23 AM



NO.	DATE	REVISION

11/17/2010  
 Drawing No. **6**

**CROSS SECTIONS  
 BIG BEAR LANDFILL  
 PRESTON COUNTY, WV**

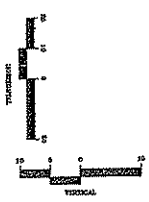
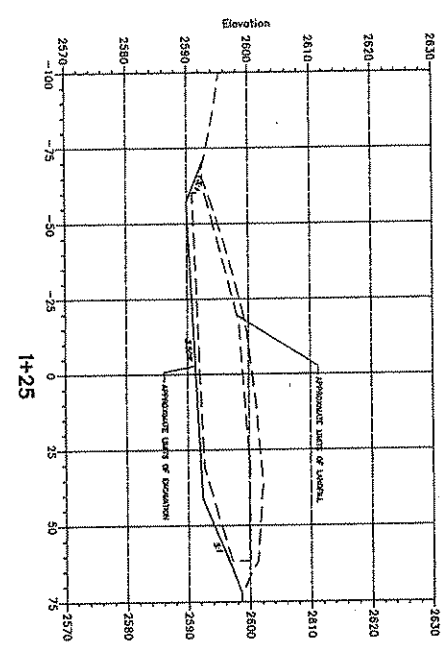
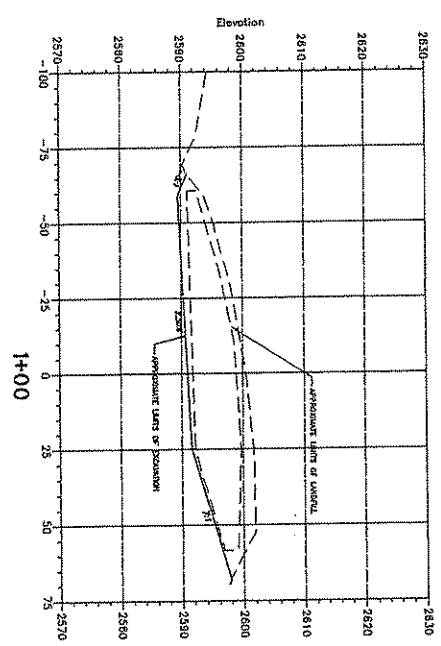
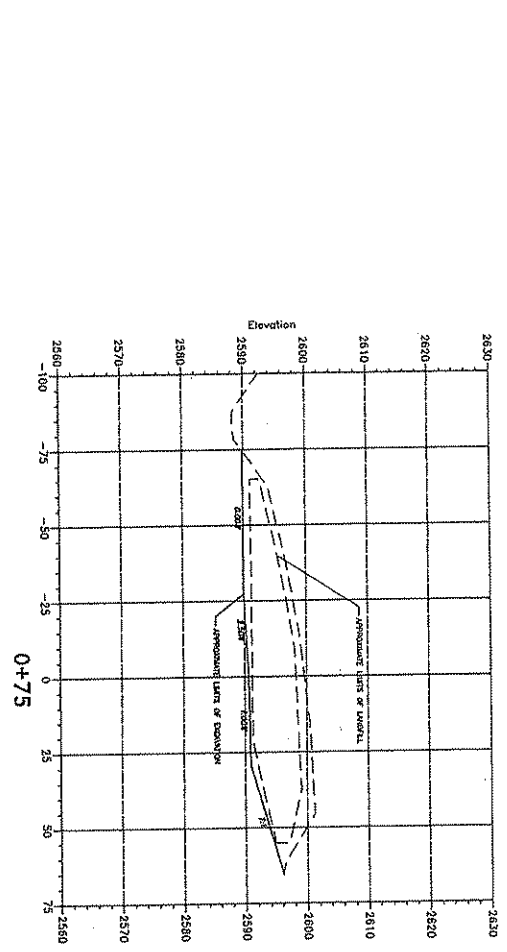
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
**LANDFILL CLOSURE ASSISTANCE PROGRAM**  
 2031 PLEASANT VALLEY ROAD - FARMINGTON, WV 26034



**Potesta & Associates, Inc.**  
 ENGINEERS AND ENVIRONMENTAL CONSULTANTS  
 112 Lakeside Drive, Morgantown, WV 26505  
 724-282-3333 FAX: 724-282-3344  
 E-MAIL: AEG@potesta.com potesta@potesta.com

PROJECT NO. 09-0001-004  
 SHEET NO. 06  
 DATE 11/17/2010

2007 File  
 C:\Users\jw\Documents\2007\Big Bear Landfill\2007-08-28\2007-08-28.mxd  
 Project: Big Bear Landfill  
 Date: 8/28/07



No.	Date	Revision

7  
 CROSS SECTIONS  
 BIG BEAR LANDFILL  
 PRESTON COUNTY, WV

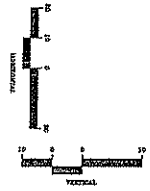
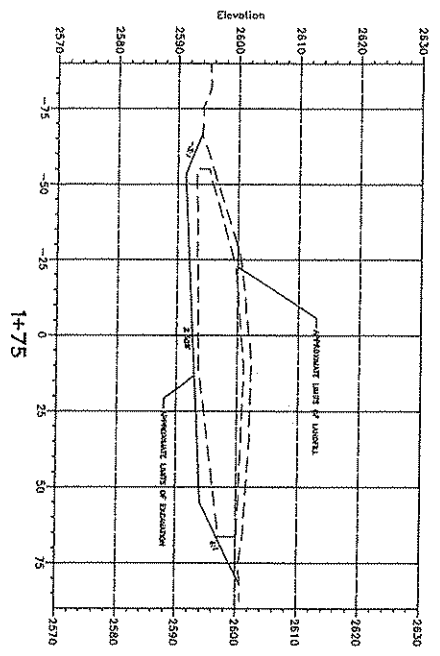
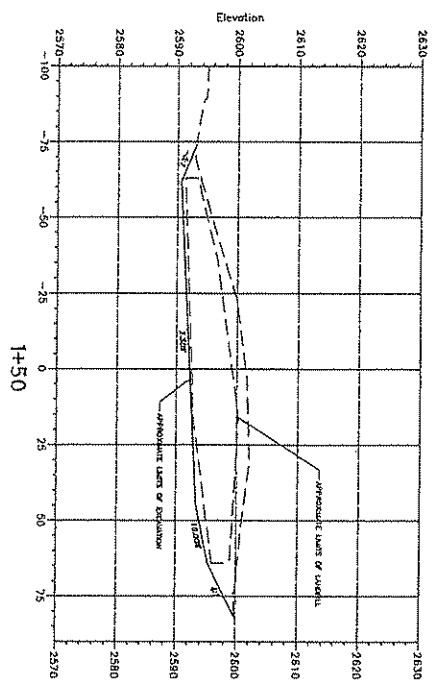
Client  
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 LANDFILL CLOSURE ASSISTANCE PROGRAM  
 2031 PLEASANT VALLEY ROAD - FAIRMONT, WV 26534



Potesta & Associates, Inc.  
 ENGINEERS AND ENVIRONMENTAL CONSULTANTS  
 112 Lakeside Drive, Huntington, WV 25828  
 Tel: (804) 322-2246 Fax: (804) 322-2244  
 E-mail: info@potesta.com potesta.com

40001-10100  
 0007 for Rev.  
 SHEET  
 OF  
 DRAWING  
 072  
 072  
 072  
 072  
 072  
 072

NSI Plot  
Plot Date: 01/15/2008  
Plot Time: 10:58:00 AM  
Plot Path: C:\Users\jgibson\AppData\Local\Temp\107514494\20080115\107514494.dwg  
Plot Scale: 1:50  
Plot Size: 11" x 17"  
Plot Orientation: Portrait



No.	Date	Revision

8  
 CROSS SECTIONS  
 BIG BEAR LANDFILL  
 PRESTON COUNTY, WV

Client  
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 LANDFILL CLOSURE ASSISTANCE PROGRAM  
 2031 PLEASANT VALLEY ROAD - FAIRMONT, WV 26534

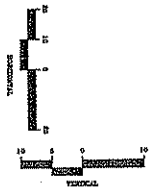
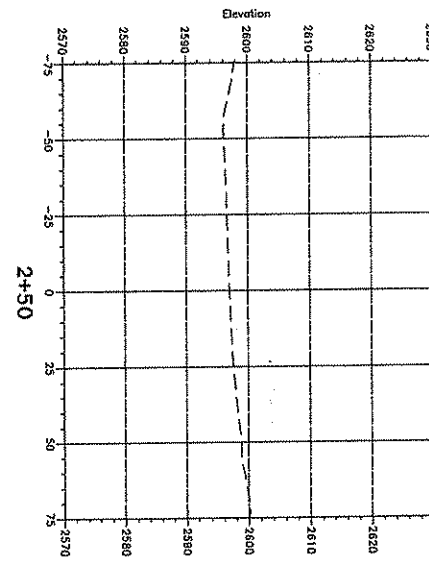
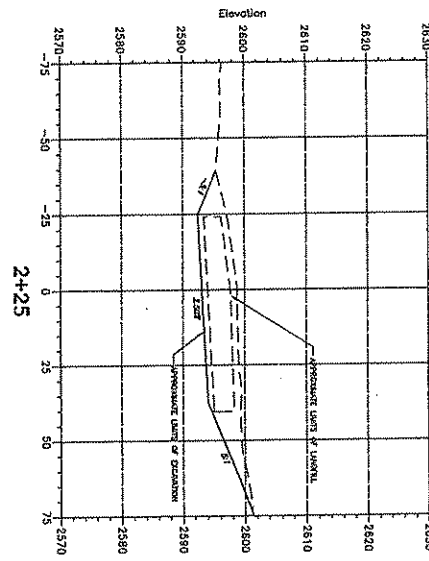
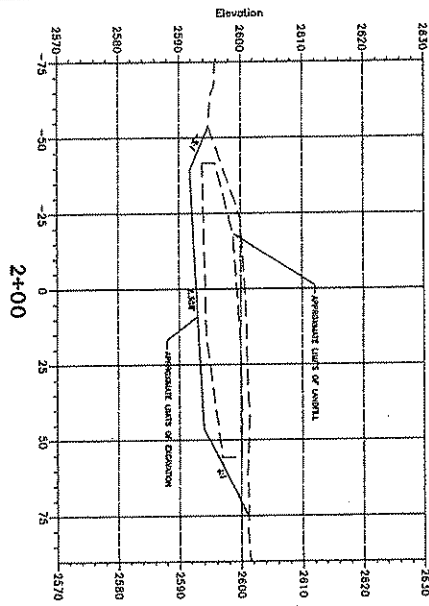


Potesta & Associates, Inc.  
 ENGINEERS AND ENVIRONMENTAL CONSULTANTS  
 152 Lakeside Drive, Morgantown, WV 26506  
 TEL: (604) 235-2345 FAX: (604) 235-2344  
 E-Mail Address: potesta@potesta.com

DATE PLOTTED: 01/15/2008  
 TIME PLOTTED: 10:58:00 AM  
 PLOTTER: HP-DesignJet 500C  
 PLOT SCALE: 1:50  
 PLOT SIZE: 11" x 17"



11/11/04  
 11/11/04  
 11/11/04  
 11/11/04



No.	Date	Revision

9  
 CROSS SECTIONS  
 BIG BEAR LANDFILL  
 PRESTON COUNTY, WV

Client  
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 LANDFILL CLOSURE ASSISTANCE PROGRAM  
 2031 PLEASANT VALLEY ROAD - FAIRMONT, WV 26534



Potesta & Associates, Inc.  
 ENGINEERS AND ENVIRONMENTAL CONSULTANTS  
 126 Laboratory Drive, Morgantown, WV 26508  
 TEL: (304) 252-2346 FAX: (304) 252-2348  
 E-Mail Address: potesta@potesta.com

DATE PLOTTED: 11/11/04  
 PLOTTER: HP-GL/PS  
 PLOTTER NO.:  
 USER: JMM  
 PROJECT: 053  
 SHEET: 9 OF 15  
 SCALE: AS SHOWN



# Big Bear Landfill Closure Project

## Requisition # DEP14589

Contractor's Bid Sheet

Company Name: Ryan Environmental, Inc.

Address: Rt. 4 Box 260

Bridgeport, WV 26330

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

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL BID AMOUNT
13.0	Lump Sum	Construction Layout	LS	\$ 1,000.00
14.0	Lump Sum	Mobilization and Demobilization	LS	\$ 5,000.00
15.0	Lump Sum	Site Preparation	LS	\$ 15,330.00
16.1	3,800 SY	Excavation	14.00	53,200.00
16.2	Lump Sum	Addition of Leaf Waste	LS	\$ 9,550.00
16.3	2,800 SY	Transportation of Waste Material	67.00	\$ 187,600.00
16.4	4 Each	Abandonment of Existing Monitoring Wells	500.00	\$ 2,000.00
17.0	Lump Sum	Seeding	LS	\$ 3,500.00
<b>TOTAL BID</b>				<b>\$ 277,180.00</b>

Signature: 

Date: 7-6-09

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Ryan Environmental, Inc.  
of Route 4, Box 260, Bridgeport, WV 26330, as Principal, and American Safety Casualty Insurance  
Company of 100 Galleria Parkway, Suite 700, a corporation organized and existing under the laws of the State of Georgia  
with its principal office in the City of Atlanta, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount of* (\$ 5% NTE \$14,750.00 ) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.  
*Bid Not To Exceed Fourteen Thousand Seven Hundred and Fifty and..00/100

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  
Excavation and Removal of Trash Dump at Big Bear Lake  
Hazleton, WV

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  
29th day of June, 2009

Principal Corporate Seal

Ryan Environmental, Inc.  
(Name of Principal)

By [Signature]  
(Must be President or  
Vice President)

V.P.  
(Title)

Surety Corporate Seal

American Safety Casualty Insurance Company  
(Name of Surety)

[Signature]  
Nancy Nigro Attorney-in-Fact

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



NUMBER

ASB- 501171

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

John P. Follman, Jr., Nancy Nigro, Douglas S. Hansen, Lynn M. Wheelock, Charles R. Croyle of Conshohocken, Pennsylvania

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

***ONE MILLION***(\$1,000,000.00) DOLLARS***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the Eighth day of September, 2003.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

(i) when signed by the President or any Vice-President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and affects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this Eighth day of September, 2003.

Attest:

Signature of Randolph L. Hutto, Secretary



Signature of Stephen R. Crim, President

STATE OF GEORGIA

COUNTY OF COBB }

On this Eighth day of September, 2003, before me personally came Stephen R. Crim, to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Signature of Ruth A. Bankston, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, a Oklahoma corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and Sealed at the City of Atlanta, in the State of Georgia

Dated the 29th day of June, 2009



Signature of Randolph L. Hutto, Secretary



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

STATE OF West Virginia

COUNTY OF Harrison, TO-WIT:

I, Claude J. Ryan, IV, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Ryan Environmental, Inc.; and,  
(Company Name)
- 2. I do hereby attest that Ryan Environmental, Inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Ryan Environmental, Inc.  
(Company Name)

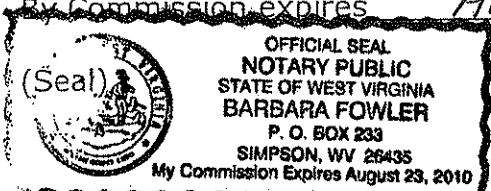
By: [Signature]

Title: Vice President

Date: _____

Taken, subscribed and sworn to before me this 6th day of July 2009.

By Commission expires August 23 2010



[Signature]  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

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

**ANTITRUST:**

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

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

**LICENSING:**

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

**CONFIDENTIALITY:**

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

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

Vendor's Name: Ryan Environmental, Inc.Authorized Signature:  Date: 7-6-09