



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

Request for Quotation

RFO NUMBER
DEP13968

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/18/2007				

BID OPENING DATE: **08/02/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ENVIRONMENTAL REMEDIATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO AWARD A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS (UST) AND ASSESSMENTS AT DIFFERENT LOCATIONS IN NORTH EASTERN WV, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS AND CONDITIONS, SCOPE OF WORK, AREAS OF COVERAGE, AND GENERAL CONDITIONS PER THE ATTACHED.</p> <p>IT IS PREFERRED THAT ALL CERTIFICATES REQUIRED PRIOR TO THE ISSUANCE OF THE PURCHASE ORDER/CONTRACT BE SUBMITTED BY THE SUCCESSFUL VENDOR WITHIN 48 HOURS OF THE INITIAL REQUEST.</p> <p>EXHIBIT 3:</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-842-5578	DATE 08-01-07
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'

**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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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 is automatically null and void, and is 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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 cases 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.

SIGNED BID TO:

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



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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-842-5578	08-01-07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	55-0588938	

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4)</p>						

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YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR

() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.

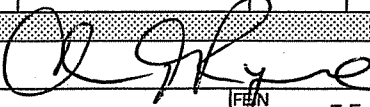
B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:

BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;

OR
 () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.

BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE 304-842-5578 DATE 08-01-07

TITLE Vice President FEIN 55-0588938 ADDRESS CHANGES TO BE NOTED ABOVE

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PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.

BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.

UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.

BIDDER: Ryan Environmental, Inc.

DATE: 08-01-07

SIGNED:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE 304-842-5578	DATE 08-01-07
TITLE Vice President	FEIN 55-0588938	ADDRESS CHANGES TO BE NOTED ABOVE

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TITLE: Vice President

* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)

NOTICE

AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

THE BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: CB-23
 RFQ. NO.: DEP13968
 BID OPENING DATE: 08/02/2007
 BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY

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TO CONTACT YOU REGARDING YOUR BID:
 304-842-5131

CONTACT PERSON (PLEASE PRINT CLEARLY):

Claude Ryan III

***** THIS IS THE END OF RFQ DEP13968 ***** TOTAL:

\$288,780.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Claude Ryan III* TELEPHONE **304-842-5578** DATE **08-01-07**

TITLE **Vice President** FEIN **55-0588938** ADDRESS CHANGES TO BE NOTED ABOVE

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DEP13968

REQUEST FOR QUOTES

**WEST VIRGINIA DEPARTMENT
of
ENVIRONMENTAL PROTECTION**

OFFICE OF ENVIRONMENTAL REMEDIATION

**Removal of Underground Storage Tanks and Assessments
at
Different Locations in North Eastern WV**

INFORMATION FOR BIDDERS

The State of West Virginia, Department of Environmental Protection, Office of Environmental Remediation is requesting quotes for removal of abandoned Underground Storage Tanks (USTs) and assessments for North Eastern West Virginia. There will be no engineering services for this contract.

DEP will enter into an open-end contract for these services and reserves the right to award this contract up to 2 vendors. Work Directives will be issued for individual sites or projects in accordance with the criteria set forth in this RFQ.

BACKGROUND

The West Virginia Department of Environmental Protection (WVDEP), Division of Land Restoration (DLR), Office of Environmental Remediation (OER) is responsible for oversight of Corrective Action at Leaking Underground Storage Tank (LUST) facilities. The tank owners and operators are responsible for taking corrective action when a release occurs. Under certain conditions WVDEP may use funds from the U.S. EPA Leaking Underground Storage Tank Response Fund and/or the WV Leaking Underground Storage Tank Response Fund, if available, to take action to protect human health and the environment, and no owner or operator can be found who is willing and able to take action. If action is taken by the State, the WVDEP must seek cost recovery from the tank owner or operator. Sites that pose the greatest threat to health and the environment will be addressed to protect the citizens of West Virginia from the potential environmental harm caused by leaking underground storage tanks. The work specified in work directives may or may not be limited to leaking underground storage tanks sites. It is the intent of this contract to address abandoned petroleum leaking underground storage tank sites.

SERVICES REQUIRED

The WVDEP/OER is requesting quotes to properly close several underground storage tanks varying in sizes and performing assessments at different locations through out North Eastern West Virginia.

North Eastern portion covering ten (10) counties, which are:

- | | |
|---------------|----------------|
| 1.) Randolph | 6.) Mineral |
| 2.) Tucker | 7.) Hampshire |
| 3.) Pendleton | 8.) Morgan |
| 4.) Grant | 9.) Berkeley |
| 5.) Hardy | 10.) Jefferson |

The WVDEP/OER shall be responsible for retaining the right of entries. The WVDEP/OER shall be responsible for collection and analyses of soil and water samples during closure activities.

The Contractor will be responsible for complying with any and all health and safety requirements related to the work, including but not limited to, employees, traffic control, and utility location verification. The Contractor will be responsible for contacting Miss Utility. The Contractor will also be held responsible for all cost associated for replacing or repairing any utilities damaged by the Contractor. WVDEP will not reimburse Contractor for any repair or replacement of any such damaged utility. WVDEP will not pay any down time due to utility damage/repair or any other unforeseen reasons. Contractor shall also be responsible for obtaining and complying with any city or county ordinances, such as building or demolition permits.

The Contractor shall be responsible for paying and/or securing all taxes, permits, fees, compensation, and any other items necessary to render and hold the WVDEP and the property owner free and harmless from all claims arising from services performed under this contract.

The Contractor shall take such steps as are required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee on Equal Opportunity.

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

In accomplishing services to fulfill the requirements of this RFQ, neither the Contractor nor his subcontractor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.

It is the responsibility of the contractor to pay his or her employees the higher of the U.S. Department of Labor minimum wage rate as established for the county in which they are working, pursuant to West Virginia Code 21-5A, et, seq. (Prevailing wage rates apply to this contract.) A certified payroll may be requested.

The Contractor must have a "Class B" WVDEP certified person on site during closures of USTs as required by State Regulations and all boring/drilling activities must be done in accordance with 47CSR59 "Monitoring Well Regulations" and 47CSR60 "Monitoring Well Design Standards".

Contractor's critical personnel at the job site shall have completed the mandatory 40 hour health and safety training course, with annual refresher, in accordance with the requirements of the Occupational Safety and Health Administration 29CFR 1910.120.

Contractor must submit Class B certified person and number and certified well driller name and number with bid. Also Contractor must submit all critical personnel's full name and date of 40-hour health and safety training course and refresher course.

Prior to commencement of work, the Contractor's equipment shall be inspected and shall be subject to the approval of WVDEP. If the equipment delivered to the site does not meet the requirements specified in this contract, or if, as a result of frequent breakdowns after the equipment

is in use or other causes, the original equipment cannot be operated efficiently, the Contractor shall deliver to the site satisfactorily replacement equipment. No additional payment shall be allowed for replacement of defective or inadequate equipment. WVDEP shall be the final judge as to the adequacy of the equipment.

Underground storage tank closures and assessments shall be in accordance to all Federal and State regulations. The successful vendor must be capable of having an individual present at the underground storage tank (UST) site and capable of exercising supervisory control over the closure (removal/close in place).

The State hereby notifies the Contractor that work is to be performed on property, where the contractor's employees may be exposed to petroleum contamination and other hazardous materials existing at Leaking Underground Storage Tank sites.

GENERAL CONDITIONS

- **Bid Bond:** A bid bond in the amount of \$5,000.00 payable to the State of West Virginia shall be submitted with each bid.
- **Workers Compensation:** Vendor is required to provide a current certificate of Workers' Compensation Insurance prior to issuance of the purchase order/contract.
- **Contractor's License:** West Virginia 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 contractor's 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 include the contractors license number on their bid.

Bidder to complete:

Contractor Name: Ryan Environmental, Inc.

Contractor's License No.: WV 001911

The successful bidder will be required to furnish a copy of their contractor's license prior to issuance of a purchase order/contract.

- **Insurance:** The successful vendor shall furnish proof of Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance 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.

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

The Contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee on Equal Opportunity.

- **Liquidated Damages:** According to West Virginia State Code 5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to meet specified deadlines as established in the work directives. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

- **Ordering Procedure**
 - A. This is an indefinite quantity contract for the services specified in this RFQ for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.

 - B. Work will be ordered by the Assistant Director or his agent (Contract Specialist) by issuance of a Work Directive to the first awarded vendor, which shall include the location of the project site, the specific problem, the work to be performed, and the time frame during which the work must be completed. The Contractor's submitted work plan and cost proposal which contains the quantity estimates shall be in accordance the unit prices provided in the response to this RFQ. Project costs should not exceed the amount of the Work Directive. Any changes pertaining to the Work Directive shall require written justification from the OER Contract Specialist. If work plan and cost proposal is approved then WVDEP will issue a Notice to Proceed which will specify cost of project and starting and ending dates.

 - C. If the first awarded vendor cannot perform the tasks in the timeframe as specified in the work directive then this vendor shall state reasons in an email or letter to WVDEP's Contract Specialist within 24 hours after receiving the work directive. A work directive then would be sent to the 2nd awarded vendor in that region.

- **Invoicing & Payments**
 - A. Payment to the Contractor will be made on the basis of the items and unit prices outlined in the Purchase Order and Work Directive.

 - B. The Contractor shall invoice after the completion of work specified in the Work Directive and after submission of all required work when the performance period is less than twenty-one (21) days. Invoices may be submitted monthly when the performance period exceeds 21 days. The Notice to Proceed date shall be the beginning of the performance period. The State may retain ten percent (10%) of each invoice to guarantee that all of the conditions of the contract have been met. This retainage may be held for a period of six (6) months. However, final payment (except for any retainage which may be held) will only be made after all work and reports specified in a Work Directive and this contract are delivered and accepted by the State. All invoices shall show labor and other expenses incurred during the billing period, and work accomplished during the billing period. Invoices showing costs (unit prices) not clearly identifiable will not be paid. Also, no invoices will be paid in excess of amount on Work Directive. No payment(s)

will be authorized for any work incurred as a result of any error on the part of the Contractor.

- **Changes in the Contract**

The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by a Change Order. A Change Order signed by both the State and Contractor indicates both parties' agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined by mutual acceptance of properly documented unit prices.

Line Item Descriptions

014

1. Removal and proper disposal of petroleum contaminated water, rinsate and/or product.

This item will include all certified Class B personnel time, labor, equipment (i.e. vac truck), materials, manifests and disposal/recycling costs associated with the removal and recycling/disposal of petroleum-contaminated water and/or product. This item also includes water used for decontamination purposes. (Do not include transportation cost of these liquids on this line -- use line item #2). The vendor shall provide approved DOT-17C drums for containing the petroleum-contaminated water for recycling/disposal, if needed. This item shall be paid on a per gallon basis.

2. Transportation of petroleum contaminated water, rinsate and/or product to disposal facility.

This item will include all costs for transporting the petroleum-contaminated liquids from the site to a proper disposal and/or recycling facility. This item shall be paid per mile based upon direct road mileage from the site to the disposal facility.

3. Purge vapors from UST to < 10 % LEL

This item shall include all certified Class B personnel time, labor, material, equipment, and all other ancillary equipment necessary to purge vapors from the UST to less than 10% LEL. This item shall be paid on a per tank basis.

4. Excavation and extraction of UST/piping from the ground.

This item shall include all certified Class B personnel time, labor, material, equipment, and all other ancillary equipment necessary to excavate and extract the UST and associated piping from the ground. This item shall be paid on a per 1000 gallon tank volume basis.

5. Cut openings and clean sludge from the UST.

This item shall include all certified Class B personnel time, labor, material, equipment, DOT drums, and all other ancillary equipment necessary to cut and clean the UST. This item shall be paid on a per tank basis.

6. Dispose/scrap cleaned UST.

This item shall include all labor, equipment, transportation and disposal costs for proper disposal of cleaned UST, and shall also include disposal ticket. This item shall be paid on a per tank basis.

7. Disposal of tank cleaning sludge.

This item shall include all certified Class B personnel time, labor, equipment, materials, manifests and disposal/recycling costs associated with the removal and disposal of tank cleaning sludge. This item shall be paid per approved DOT drum.

8. Segregate and stockpile petroleum contaminated soils.

This item shall include the segregation of contaminated vs. uncontaminated soils and stockpile contaminated soils/debris on site on 6-mil black plastic and cover with 6-mil black plastic in a manner to prevent runoff of contaminated material. This item shall include all labor, material, equipment and all other ancillary equipment necessary to segregate and stockpile the contaminated soil. This item shall be paid on a per tonnage rate.

9. Disposal of petroleum-contaminated soil at a state approved landfill.

Load, transport and properly dispose of petroleum-contaminated soil at a state approved landfill and supply manifests. Unit price also includes loader, loader operator time, trucks, truck driver time, transportation to landfill, landfill-tipping fees and all other cost (including any labor) for loading, transporting and properly disposing of the petroleum contaminated soil. (per ton)

10. Petroleum Contaminated Soil Treatment at an Incineration or Bioremediation Facility

This item shall include loading, transport and properly dispose of petroleum-contaminated soil at an approved Incineration or Bioremediation Facility and supply manifests. Unit price also includes loader, loader operator time, trucks, truck driver time, transportation to facility, tipping fees and all other cost (including any labor) for loading, transporting and properly disposing of the petroleum contaminated soil. (per ton)

11. Proper disposal of non-hazardous materials such as broken concrete slabs, piping & etc.

Load, transport and properly dispose of non-hazardous materials such as broken concrete slabs, piping & etc at a state approved landfill and supply disposal receipts. Unit price includes loader operator time, truck driver time, transportation to landfill, landfill-tipping fees and all other cost (including any labor) for loading, transporting and properly disposing of the non-hazardous materials. (per ton)

12. Backfill excavations.

This item shall include the amount of crusher run necessary to properly backfill the excavation including compaction of backfill material. This item shall also include all labor, material, equipment and all other ancillary equipment necessary to properly backfill and compact material in the excavation. This item shall be paid on a per tonnage rate.

13. Mobilization and demobilization.

This item shall include all transportation cost of equipment to and from site. This item shall be a lump sum price. (This item does not include transportation of contaminated liquids to disposal facility - see item # 2; or transportation of Direct Push Equipment to and from site-see line item # 17.)

14. Cutting and removal of asphalt or concrete.

This item shall include all labor, material, equipment, transportation and all other equipment necessary to cut and remove asphalt or concrete before excavation. This item shall be paid on a per sq. ft. basis.

15. Asphalt disturbed excavation area.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to asphalt disturbed excavation area. Asphalt area with 2 lifts of 2 inches of wearing 1 asphalt after compaction. Mill edges. This item shall be paid on a per sq. ft. basis.

16. Concrete disturbed excavation area.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to concrete disturbed excavation area. This item shall be paid on a per cu. yd. basis.

17. Fill UST with concrete slurry.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to completely fill a 1000-gallon UST, in place, with 500 p.s.i. concrete slurry. This item shall be paid on a per 1000 gallon tank volume basis.

18. Fill UST with inert foam material.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to completely fill a 1000 gallon UST, in place, with an inert foam material that has a density of at least 0.8 pounds per cubic foot and a shrinkage upon hardening of less than 1 %. This item shall be paid on a per 1000 gallon tank volume basis.

19. Direct Push Equipment

This item shall include all personnel (certified well driller/operator), equipment, materials, and transportation of Direct Push Equipment to and from the site. This price includes discrete interval soil sampling and or continuous coring. This item shall be paid on a per day basis.

20. Direct Push Temporary Groundwater Sampler.

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install a temporary groundwater monitoring sampler (well). This item shall be paid on a per linear foot basis.

21. Direct Push Prepack well screens (0.010 in. slots) 1.4 inches OD (0.5 in. or 0.75 in. ID)

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install the permanent groundwater monitoring well. This also includes well covers with locking plugs and permanent identification tags which shall at a minimum contain well id number, date of installation, well depth, depth and length of well screen.. This item shall be paid on a per linear foot basis.

22. Direct Push Prepack well screens (0.010 in. slots) 2.5 inches OD (1.0 in. or 1.5 in. ID).

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install the permanent groundwater monitoring well. This also includes well covers with locking plugs and permanent identification tags which shall at a minimum contain well id number, date of installation, well depth, depth and length of well screen. This item shall be paid on a per linear foot basis.

23. Low Flow Sampling Equipment

This item shall include all personnel time, labor, material, tubing, pump, and all other ancillary equipment and monitors necessary to properly conduct low flow purging of groundwater monitoring wells. This item shall be paid on a per day basis.

24. Well Abandonment – 2 inch wells

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to properly abandon a 2-inch groundwater monitoring well. This item shall be paid on a per linear foot basis.

25. Well Abandonment – 4 inch wells

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to properly abandon a 4-inch groundwater monitoring well. This item shall be paid on a per linear foot basis.

26. Borehole (and Corehole) abandonment

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to properly abandon bore-core holes. This item shall be paid on a per linear foot basis.

27. IDW Disposal

This item shall include all personnel time, labor, equipment, materials, transportation, manifests and disposal/recycling costs associated with the removal and disposal of any non hazardous derived waste associated with assessments. This item shall be paid per approved DOT drum.

28. Dot 17-C Drums

This item shall be paid on per approved DOT 17-C 55-gallon drum rate.

29. Laborer

This person shall be capable of doing physical tasks such as (but not limited to) sample collection, data collection, decontamination procedures, and field reconnaissance. Rate includes travel, lodging (if necessary) and per diem., to be paid on a per hour basis.

30. Enhanced Fluid Recovery (EFR)

This item shall include operator, vacuum truck, at least Level D PPE, PVC manifolds, well stingers, all other associated equipment/ personnel, and including setup, breakdown, and gauging wells. Per day shall be a minimum 8-hour event or approximately 2000 gallons of liquids whichever comes first. (per day)

31. Complete Reports and Submittal

This item shall include all labor, material, word processing, postage, and site sketches necessary to complete and to submit to the proper WVDEP office all forms and reports such as closure reports and monitoring well logs as required by each specific project. This item shall be paid on a per report basis.

32. Hollow Stem Auger for monitoring well installation with split spoon sampling @ 5 foot intervals-8 inch Borehole for 2 inch well

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install an 8-inch Borehole for a 2-inch monitoring well. (per linear foot)

33. Hollow Stem Auger for monitoring well installation with split spoon sampling @ 5 foot intervals-11 inch Borehole for 4 inch well

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install an 11 inch Borehole for a 4-inch monitoring well. (per linear foot)

34. Installation of 2 inch monitoring well

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to completely install a 2 inch PVC well with well screening, concrete pads, flush mounted well covers with locking caps and permanent identification tags which shall at a minimum contain well id number, date of installation, well depth, depth and length of well screen. (per linear foot)

35. Installation of 4 inch monitoring well

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to completely install a 4 inch PVC well with well screening, concrete pads, flush mounted well covers with locking caps and permanent identification tags which shall at a minimum contain well id

number, date of installation, well depth, depth and length of well screen. (per linear foot)

36. Backhoe Loader Cat 416 type or equivalent

This item shall include operator and all associated operating costs. This item shall not be used for UST removal but for all other trenching or exploration (per day).

37. Reclaim disturbed areas

This item shall include all labor, material, equipment, and all other ancillary equipment necessary to regrade, fertilize, lime, mulch and seed disturbed vegetated areas. This item shall be paid on a per sq. ft. basis.

38. Oxygen Releasing Compound Advanced Powder or equivalent

This item shall include cost of powder, all shipping and handling cost (per lb.)

39. Reactivated Carbon

This line item is for Reactivated Carbon with a minimum iodine number of 900 or better for liquid phase and a minimum carbon tetrachloride number of 45 percent by weight or better for gaseous phase. This line item includes the cost of the reactivated carbon, all labor, equipment, transportation to and from site, and materials necessary to install the reactivated carbon. (per lb.)

40. Spent Carbon Disposal

This line item is for removal and proper disposal of spent, non-hazardous carbon from an adsorber. This line item includes the cost for all labor, mobilization and demobilization, equipment, and materials necessary to remove and transport spent carbon. (per lb.)

41. Combustible Gas/Oxygen Meter

This item is for the use of a hand held portable fully calibrated Combustible Gas/Oxygen Meter for detecting combustible hydrocarbon gases and oxygen. Meter must be capable of detecting LEL (lower explosion limit) and oxygen in percentages. This line item includes meter, calibration kit and all other accessories necessary to accurately detect combustible hydrocarbon gases and percentage of oxygen. (per day)

42. Organic Vapor Analyzer (PID)

This item is for the use of a hand held portable Photo Ionization Detector (PID). Must have the standard 10.6 eV lamp and be able to measure volatile organic compounds such as benzene. This line item includes meter, calibration kit and all other accessories necessary to accurately detect volatile organic compounds with 1-PPM detection. (per day)

PURCHASING CONTINUATION SHEET

UST Removal -- North Eastern WV

Buyer: <u>Page</u>	Req/PO
CB-23 <u>020</u>	DEP13968
Spending Unit:	
WVDEP/DLR/OER	

Item No.	Quantity	Description	Unit Price	Amount
1	6,000	Removal and proper disposal of petroleum contaminated water, rinsate and/or product. (per gallon)	0.48	2,880.00
2	500	Transportation of petroleum contaminated water, rinsate and/or product to disposal facility (per mile)	1.80	900.00
3	12	Purge vapors from UST to <10% LEL. (per tank)	150.00	1,800.00
4	12	Excavate and extract UST / piping from the ground. (per 1000 gallon tank volume)	700.00	8,400.00
5	12	Cut openings in UST and clean sludges from them. (per tank)	300.00	3,600.00
6	12	Dispose / scrap cleaned UST. (per tank)	125.00	1,500.00
7	12	Disposal of tank-cleaning sludges. (per drum)	175.00	2,100.00
8	300	Segregate obviously contaminated vs. non-contaminated soils and stockpile contaminated soils/debris on-site on 6 mil black plastic and cover with 6 mil black plastic. (per ton)	12.00	3,600.00
9	300	Disposal of petroleum-contaminated soil at a state approved landfill Unit price includes landfill tipping fees and etc. (per ton)	90.00	27,000.00
10	300	Petroleum Contaminated Soil Treatment at an Incineration or Bioremediation Facility. Unit price includes tipping fees and etc. (per ton)	60.00	18,000.00
11	100	Proper disposal of nonhazardous materials such as broken concrete slabs, piping & etc. (per ton)	60.00	6,000.00
12	100	Backfill excavations with crusher run. (per ton)	24.00	2,400.00
13	12	Mobilization and demobilization. (lump sum per site)	600.00	7,200.00
14	500	Asphalt disturbed excavation area. (per sq. ft)	10.00	5,000.00
15	100	Concrete disturbed excavation area (per cu. yd.)	185.00	18,500.00
16	500	Cutting and removal of asphalt or concrete (per sq. ft.)	6.00	3,000.00
17	5	Fill UST with concrete slurry (per 1000 gallon tank volume)	850.00	4,250.00

18	5	Fill UST with inert foam material (per 1000 gallons tank volume)	1,200.00	6,000.00
19	12	Direct Push Equipment (per day)	1,800.00	21,600.00
20	500	Direct Push Temporary Groundwater Sampler (per linear foot)	7.00	3,500.00
21	500	Direct Push Prepack well screen 1.4 inches OD (per linear foot)	16.00	8,000.00
22	500	Direct Push Prepack well screen 2.5 inches OD (per linear foot)	18.00	9,000.00
23	12	Low Flow Sampling Equipment (per day)	1,000.00	12,000.00
24	500	Well Abandonment-2 inch wells (per linear foot)	12.00	6,000.00
25	500	Well Abandonment-4 inch wells (per linear foot)	14.00	7,000.00
26	500	Borehole (and Corehole) abandonment (per linear foot)	5.00	2,500.00
27	10	IDW Disposal (per drum)	80.00	800.00
28	25	Dot 17-C Drums (each)	50.00	1,250.00
29	100	Laborer (per hour)	48.00	4,800.00
30	10	Enhanced Fluid Recovery (EFR) (per day)	2,500.00	25,000.00
31	12	Complete Reports and Submittal (each)	500.00	6,000.00
32	200	Hollow Stem Auger for 2 inch well (per linear ft.)	110.00	22,000.00
33	200	Hollow Stem Auger for 4 inch well (per linear ft.)	115.00	23,000.00
34	200	Installation of 2 inch monitoring well (per linear ft.)	17.00	3,400.00
35	200	Installation of 4 inch monitoring well (per linear ft.)	27.00	5,400.00
36	10	Backhoe Loader Cat 416 type or equivalent (per day)	90.00	900.00
37	200	Reclaim disturbed areas (per sq ft.)	6.00	1,200.00
38	100	Oxygen Releasing Compound Advanced Powder or equivalent (per lb.)	15.00	1,500.00

39	100	Reactivated Carbon (per lb.)	6.00	600.00
40	100	Spent Carbon Disposal (per lb.)	2.00	200.00
41	10	Combustible Gas/Oxygen Meter (per day)	50.00	500.00
42	10	Organic Vapor Analyzer (PID) (per day)	50.00	500.00

Inquires concerning this RFQ shall be directed to:

TOTAL =

288,780.00

Chuck Bowman
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305

(304) 558-2157 - Phone
(304) 558-4115 - Fax

***WV Dept. of Env. Protection's Office of
Env. Remediation
BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Ryan Environmental, Inc.
of Rt. 4, Box 260, Bridgeport, WV 26330, as Principal, and American Safety Casualty Insurance
Company of 100 Galleria Pkwy., S.E., Ste. 700,*, a corporation organized and existing under the laws of the State of Delaware
with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Thousand and 00/100** (\$ 5,000.00) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

*Atlanta, GA 30339
**Dollars

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
Removal of UST and Assessments at Different Locations in North Eastern 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 Oblige 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
2nd day of August, 2007.

Principal Corporate Seal

Ryan Environmental, Inc.
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

American Safety Casualty Insurance Company
(Name of Surety)
[Signature]
Attorney-in-Fact
Nancy Nigro

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- 37-03-0556

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. WHELOCK, 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) 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:

Dorothy J. Giglio, Secretary

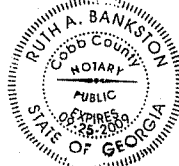


Stephen R. Crim, President

STATE OF GEORGIA

COUNTY OF COBB } ss.

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.



Ruth A. Bankston, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, a Delaware 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 2nd day of August, 2007

Dorothy J. Giglio, Secretary

STATE OF WEST VIRGINIA
Purchasing Division

025

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

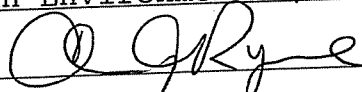
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

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

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

Vendor's Name: Ryan Environmental, Inc.

Authorized Signature:  Date: 08-01-07