

N O T I C E

Due to a mechanical error in one of the Purchasing Division's official time clocks on Tuesday, March 20 to Thursday, March 22, 2012, the stamp noted on some bids may have the correct day and time; however, the month that is noted is "February," but should have read "March."



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

DEP15683

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET
304-558-8802

V
E
N
D
O
R

*709050007 304-725-9140
SNYDER ENVIRONMENTAL SERVICES
270 INDUSTRIAL BLVD

KEARNEYSVILLE WV 25430

S
H
I
P
T
O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2012				

BID OPENING DATE:

03/22/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73	#995,955.00	#995,955.00
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE FINAL CLOSURE OF THE CLOSED SOLID WASTE LANDFILL KNOWN AS THE CAPON SPRINGS LANDFILL IN HAMPSHIRE COUNTY, WV.						
A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 3/01/2012 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE						

RECEIVED FEB 10 2012

RECEIVED
2012 FEB 22 AM 10:04
WV PURCHASING
DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-725-9140	3/21/2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP	550595347	

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

DEP15683

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET
304-558-8802

V
E
N
D
O
R

*709050007 304-725-9140
SNYDER ENVIRONMENTAL SERVICES
270 INDUSTRIAL BLVD

KEARNEYSVILLE WV 25430

S
H
I
P
T
O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2012				

BID OPENING DATE: 03/22/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE MORE THAN 15 MINUTES AFTER THE BEGINNING OF THE PREBID WILL NOT BE PERMITTED TO SIGN IN OR PARTICIPATE.</p> <p>DIRECTIONS TO PREBID:</p> <p>FROM WARDENSVILLE WV, HEAD NORTHEAST ON WV 259N, GO 9.2 MILES TO COUNTY ROUTE 23/1, MILK ROAD. TURN RIGHT ON MILK ROAD. TAKE MILK ROAD 3.1 MILES TO THE LANDFILL, ON RIGHT.</p> <p>CONTACT & PHONE #: MARK CHURCH 304-545-0793</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP BY CONTACTING JESSICA HENSON, (304) 926-0499, 601 57TH ST., SE, CHARLESTON, WV 25304, UPON PAYMENT OF \$35.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.</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 COMPLAINT WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	(304) 725-9140	3/21/2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP	550595347	

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

DEP15683

PAGE

3

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET
304-558-8802

V
E
N
D
O
R

*709050007 304-725-9140
SNYDER ENVIRONMENTAL SERVICES
270 INDUSTRIAL BLVD

KEARNEYSVILLE WV 25430

S
H
I
P
T
O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2012				

BID OPENING DATE:

03/22/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 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.						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED.						
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 HEREIN.						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HAMPSHIRE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)						
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.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						
(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

(304) 725-9140

3/21/2012

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

DEP15683

PAGE

4

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET
304-558-8802

*709050007 304-725-9140
SNYDER ENVIRONMENTAL SERVICES
270 INDUSTRIAL BLVD

KEARNEYSVILLE WV 25430

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

DATE PRINTED

02/02/2012

TERMS OF SALE

SHIP VIA

F.O.B.

FREIGHT TERMS

BID OPENING DATE:

03/22/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO 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 ACCEPTABLE 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 *****						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

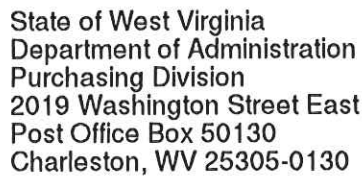
DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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



RFQ NUMBER
DEP15683

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

KEARNEYSVILLE WV 25430

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
02/02/2012						
BID OPENING DATE: 03/22/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	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, PH. 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: SNYDER ENVIRONMENTAL SERVICES INC					
	CONTRACTORS LICENSE #: WV 000270					
	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 & REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.					
	ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.					
	BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.					
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE				TELEPHONE	DATE	
[Signature]				304-725-9140	3/22/2012	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
VP		550595347				

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

DEP15683

PAGE

6

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET
304-558-8802

V
E
N
D
O
R

*709050007 304-725-9140
SNYDER ENVIRONMENTAL SERVICES
270 INDUSTRIAL BLVD

KEARNEYSVILLE WV 25430

S
H
I
P
T
O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2012				

BID OPENING DATE:

03/22/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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, 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.						
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.						
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 FOR DOMESTIC PRODUCTS, THE SPENDIN						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

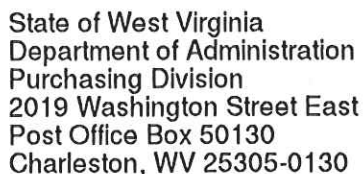
DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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



RFQ NUMBER
DEP15683

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-8802

*709050007 304-725-9140
SNYDER ENVIRONMENTAL SERVICES
270 INDUSTRIAL BLVD

KEARNEYSVILLE WV 25430

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

BID OPENING DATE:

03/22/2012

BID	OPENING TIME	01:30PM
-----	--------------	---------

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.

REV. 3/88

EXHIBIT 9

NOTICE FOR ISSUANCE & PROJECT APPEND A.	ACKNOWLEDGEMENT OF CONSTRUCTION
--	------------------------------------

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. J. ...</i>		TELEPHONE <i>304 725 9140</i>	DATE <i>3/21/2012</i>
TITLE <i>VP</i>	FEIN <i>550595347</i>	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

DEP15683

PAGE

8

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET
304-558-8802

V
E
N
D
O
R

*709050007 304-725-9140
SNYDER ENVIRONMENTAL SERVICES
270 INDUSTRIAL BLVD

KEARNEYSVILLE WV 25430

S
H
I
P
T
O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2012				

BID OPENING DATE:

03/22/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CHANGING A BID OPENING TIME AND/OR DATE.						
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT:					DEP15683	
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 NO.'S:						
NO. 1 03/12/2012						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304 725 9140	3/21/2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP	550595347	

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

DEP15683

PAGE

9

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET
304-558-8802

*709050007 304-725-9140
SNYDER ENVIRONMENTAL SERVICES
270 INDUSTRIAL BLVD

KEARNEYSVILLE WV 25430

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

V
E
N
D
O
R

S
H
I
P
T
O

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2012				

BID OPENING DATE: 03/22/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SNYDER ENVIRONMENTAL SERVICES INC. COMPANY						
MARCH 21, 2012 DATE						
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: GN-23						
RFQ. NO.: DEP15683						
BID OPENING DATE: 03/22/2012						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
(304) 728-7326 (304) 725-9140						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304 725 9140	3/21/2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP	550595347	

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

DEP15683

PAGE

10

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET
304-558-8802

*709050007 304-725-9140
SNYDER ENVIRONMENTAL SERVICES
270 INDUSTRIAL BLVD

KEARNEYSVILLE WV 25430

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

V
E
N
D
O
R

S
H
I
P
T
O

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2012				

BID OPENING DATE:

03/22/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING: 270 INDUSTRIAL BLVD KEARNEYSVILLE WV 25430						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ DEP15683 ***** TOTAL:						\$995,955.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	304/725-9140	3/21/2012	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
VP	550595347		

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

CAPON SPRINGS LANDFILL CLOSURE

DEP15683

Bid Schedule

Vendors Name: SNYDER ENVIRONMENTAL SERVICES INC

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.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2.01	1 LS	Mobilization/Demobilization (Shall not exceed 10% of total bid)	\$ 15,000. ⁰⁰	\$ 15,000. ⁰⁰
2.02	1 LS	Surveying (Shall not exceed 10% of total bid)	\$ 10,000. ⁰⁰	\$ 10,000. ⁰⁰
2.03	1 LS	Erosion and Sediment Control	\$ 24,000. ⁰⁰	\$ 24,000. ⁰⁰
2.04	1 LS	Clearing and Grubbing	\$ 5,900. ⁰⁰	\$ 5,900. ⁰⁰
2.05	4,000 CY	Unclassified Fill	\$ 6.50	\$ 24,000. ⁰⁰
2.07	1,245 LF	Leachate Cutoff Curtain	\$ 89.00	\$ 110,805. ⁰⁰
2.08	85 LF	Leachate Piping	\$ 39.00	\$ 3,315. ⁰⁰
2.09	1 LS	Leachate Storage Tank	\$ 258,000. ⁰⁰	\$ 258,000. ⁰⁰
2.10	4 EA	Manholes	\$ 9,000. ⁰⁰	\$ 36,000. ⁰⁰
2.11	20 LF	Gas Vents	\$ 400. ⁰⁰	\$ 8,000. ⁰⁰
2.12		Cap System	\$	\$
a	15,200 SY	Geonet	\$ 9.00	\$ 136,800. ⁰⁰
b	7,600 SY	Geomembrane	\$ 11.50	\$ 87,400. ⁰⁰
c	5,100 CY	Unclassified Fill	\$ 11.00	\$ 56,100. ⁰⁰
2.13	1,020 LF	Drainage Channels (Grouted rip-rap lining)	\$ 105.00	\$ 107,100. ⁰⁰
2.14a	104 LF	18" Drainage Culverts	\$ 65.00	\$ 5,720. ⁰⁰
b	45 LF	12" PSWY Discharge Pipe	\$ 77.00	\$ 3,465. ⁰⁰
c	1 EA	48" Risers	\$ 2,400. ⁰⁰	\$ 2,400. ⁰⁰
2.17a	750 TN	Access Road Stone	\$ 44.00	\$ 33,000. ⁰⁰
b	45 TN	Base 2 Bituminous Concrete	300. ⁰⁰	13,500. ⁰⁰
c	32 TN	Wearing 1 Bituminous Concrete	\$ 300. ⁰⁰	\$ 9,600. ⁰⁰
2.19	4.5 AC	Revegetation	3300. ⁰⁰	14,850. ⁰⁰
2.20	1,920 LF	Farm Fence	\$ 15. ⁰⁰	\$ 28,800. ⁰⁰
TOTAL NINE HUNDRED NINETY FIVE THOUSAND NINE HUNDRED FIFTY FIVE DOLLARS & ZERO CENTS.				\$ 995,955. ⁰⁰



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
DEP15683

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE
VENDOR
SNYDER ENVIRONMENTAL SERVICES
270 INDUSTRIAL BLVD
KEARNEYVILLE, WV 25430

SHIP TO
ENVIRONMENTAL PROTECTION
DEPARTMENT OF
DIVISION OF LAND RESTORATION
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/12/2012				

BID OPENING DATE: 03/22/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM ISSUED TO DISTRIBUTE PRE-BID ATTENDENCE SHEET FROM PRE-BID MEETING HELD:03/01/2012		
				BID OPENING REMAINS:03/22/2012 AT 1:30PM		
				NO OTHER CHANGES.		
				END OF ADDENDUM NO.1		
0001	1	CB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15683 ***** TOTAL:		\$995,955.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Ray Daw...</i>	304 725 9140	3/21/2012	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
ESTIMATOR	550595347		

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

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and 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. **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>.
16. **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 agency 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

SIGN IN SHEET

Request for Proposal No. DEP15683

RECEIVED WVDEP

PLEASE PRINT

Date: 3-1-12

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD A 11:52

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE	TOLL FREE	FAX
Company: WV-DEP	717A Main St	545-0743		
Rep: Mark Church	Summersville WV 26651			
Email Address: mark.a.church@wv.gov				872-3800
Company: Triple H Cont	PO Box 176 Beverlyville	304-636-1194		
Rep: Chuck Harper	26553			
Email Address:				304-636-3680
Company: SA Spencer Rome Spencer Inc	HC 74, Box 201	304-364-8626		
Rep: S.A. Spencer	Duck WV			
Email Address: RNS2@hughes.net	25063			304-364-8376
Company: AL-CON, LLC	124 Hubbard Lane	304-7310140		
Rep: DAVID FRAE	Benner WV 25813			
Email Address: DIANE C ACI-WV.COM				304-255-4232
Company: Ryan Inc Central	1600 Hunter's Green Pkwy	PHONE 301-582-4797		
Rep: Jason Sheets	Aspenwood MD 21740			
Email Address: jason.sheets@ryaninc.com				FAX 301-582-9792

ryancentral.com

Date: 3-1-12

SIGN IN SHEET

PLEASE PRINT

Request for Proposal No. DEP15683

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX
NUMBERS

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME

Company: <u>Hott + Miller, Inc.</u>	<u>P.O. Box 88</u>	PHONE <u>304-874-3969</u>
Rep: <u>Gerald Hott</u>	<u>Wardensville, WV 26851</u>	TOLL FREE
Email Address: <u>hottmiller@hardynet.com</u>		FAX <u>304-874-3969</u>
Company: <u>C. Allen Lane Construction</u>	<u>2393 Giles Mill Rd.</u>	PHONE <u>304-229-8958</u>
Rep: <u>Allen Lane</u>	<u>Bunker Hill, WV 25413</u>	TOLL FREE
Email Address: <u>allenlane@calconwv.com</u>		FAX <u>304-229-8958</u>
Company: <u>Super Environmental Services Inc</u>	<u>270 Industrial Blvd</u>	PHONE <u>(304) 725-9140</u>
Rep: <u>Corey Dawson</u>	<u>Kenansville WV 25430</u>	TOLL FREE
Email Address: <u>cdawson@snycerent.com</u>		FAX <u>(304) 728-7326</u>
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Snyder Environmental Services, Inc.
of Kearneysville, WV, as Principal, and Developers Surety and Indemnity Company
of Irvine, CA, a corporation organized and existing under the laws of the State of
IA with its principal office in the City of Irvine, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Capon Springs Landfill Closure

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

22nd day of March, 2012.

Principal Corporate Seal

Snyder Environmental Services, Inc.
(Name of Principal)

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

William Lee Samsell, Vice President
(Title)

Surety Corporate Seal

Developers Surety and Indemnity Company
(Name of Surety)

By: [Signature]
Andrew K. Teeter Attorney-in-Fact

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

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Andrew K. Teeter, Douglas P. Taylor, Donna J. Price, Kimberly L. Miles, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 1st, 2008.

By: Daniel Young
Daniel Young, Vice-President

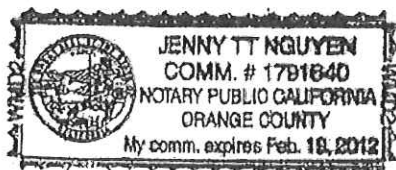
By: Stephen T. Pate
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jenny TT Nguyen
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate:

This Certificate is executed in the City of Irvine, California, this 22nd day of March, 2012

By: Gregg Okura
Gregg Okura, Assistant Secretary

RFQ No. REP 15483STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

DEFINITIONS:

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

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

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

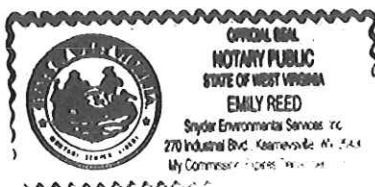
Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATUREVendor's Name: Snyder Environmental Services Inc.

Authorized Signature: _____

Date: 03/21/2012State of West VirginiaCounty of Jefferson, to-wit:Taken, subscribed, and sworn to before me this 21st day of March, 2012My Commission expires 12/7/19, 20

AFFIX SEAL HERE

NOTARY PUBLIC Emily Reed



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

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, TO-WIT:

I, William Lee Samsell, after being first duly sworn, depose and state as follows:

1. I am an employee of SNYDER ENVIRONMENTAL SERVICES; and,
 (Company Name)
2. I do hereby attest that SNYDER ENVIRONMENTAL SERVICES
 (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.

SNYDER ENVIRONMENTAL SERVICES
 (Company Name)

By: William Lee Samsell

Title: VICE PRESIDENT

Date: MARCH 21, 2012

Taken, subscribed and sworn to before me this 21st day of March 2012.

By Commission expires 12/7/11



Emily Reed

(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.