

DRAFT CONTRACT DOCUMENTS

ATTACHMENT 1

PROJECT SUBCONTRACT AGREEMENT

This Project Subcontract Agreement is made and entered into by and between Severn Trent Environmental Services, Inc. (hereinafter referred to as the "Contractor") located at _____ and _____ located at _____ (hereinafter referred to as "Subcontractor").

WHEREAS, the Contractor has entered into a certain contract to provide specified services or equipment (such contract is referred to hereunder as the "Client Contract") with the owner of systems or facilities that requires such services or equipment or with other contractors performing work at such systems or facilities (each referred to hereunder as a "Client"); and

WHEREAS, the Subcontractor has agreed to perform a portion of the work required under the Client Contract as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Contractor and Subcontractor hereby agree as follows:

START DATE: _____

COMPLETION DATE: _____

DESCRIPTION OF SERVICES AND COMPENSATION:

Subcontractor agrees to provide the Services as set forth in Attachment 1 -- Scope of Work, Compensation and Payment Terms

SAFETY:

Subcontractor agrees to comply with the Contractor's Workplace Safety Requirements as set forth in Attachment 2, as well as any other specific safety regulations required by Client as identified in Attachment 1 and any safety measures that Contractor or Client may from time to time establish. Any misrepresentation by Subcontractor regarding safety performance shall constitute a material breach and default of this Agreement.

INSURANCE:

Subcontractor shall procure and maintain throughout the term of this Agreement, insurance complying with the Minimum Subcontractor Insurance Requirements as set forth in Attachment 3. Prior to commencing any services under this Agreement, Subcontractor shall submit to Contractor a certificate of insurance evidencing such compliance, along with copies of any required endorsements. If any of the insurance policies expire during the term of this Agreement, Subcontractor shall provide Contractor with a certificate of insurance confirming renewal of such policies not less than ten (10) days prior to the expiration date of coverage.

In the event that the Client requires the Subcontractor to provide more than the Minimum Subcontractor Insurance, such requirements will be identified in Attachment 1 and Subcontractor shall procure and maintain such insurance at its sole expense.

BONDS:

To the extent required by the Client, Subcontractor, at its expense, shall secure and at all times maintain performance and payment bonds in an amount and form acceptable to Contractor and Client as identified in Attachment 1.

CORPORATE RESPONSIBILITY:

Subcontractor shall, from the effective date of this Agreement and as a condition of this Agreement, comply with all standards of commercial integrity and business ethics as are embodied in all applicable federal, state, and local laws, regulations, orders, decrees or settlements, whether civil or criminal, including but not limited to all such requirements pertaining to equal employment opportunity, the environment, labor, human rights, occupational health and safety and public integrity. In addition, Subcontractor shall take all reasonable steps to establish health and safety and environmental management systems to meet or exceed those applicable standards and to consider Contractor's recommendations, if any, regarding same. Any persistent violation or a single egregious violation of this provision shall constitute a breach of this Agreement.

THE STANDARD TERMS AND CONDITIONS on the following pages and the above-referenced attachments are agreed to be part of this Subcontract Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective this _____ day of _____, 200_____

SUBCONTRACTOR:

CONTRACTOR: SEVERN TRENT _____, INC.

BY: _____

BY: _____

(Name and Title)

(Name and Title)

Address for Notices:

Address for Notices:

STANDARD TERMS AND CONDITIONS OF MASTER SUBCONTRACT AGREEMENT

Definitions As used herein, the following terms shall have the following meanings:

–“*Agreement*” means these terms and conditions and any additional terms and conditions attached hereto and/or expressly incorporated herein, directly or by reference;

–“*Completion Date*” means the date designated in this Agreement for the completion of the Services. The Completion Date may be changed only pursuant to a duly authorized change order.

–“*Client Contract*” has the meaning set forth in the recitals to this Agreement. The Client Contract includes any and all drawings, plans, specifications, amendments, addenda attached and/or incorporated by reference thereto, all of which may be made part of this Agreement and incorporated herein as if set forth herein in full;

–“*Contract Price*” means the compensation to be paid by the Contractor to the Subcontractor in accordance with this Agreement for services rendered thereto;

–“*Contractor*” has the meaning set forth in the recitals to this Agreement;

–“*Client*” has the meaning set forth in the recitals to this Agreement;

–“*Retainage*” means such portion of each progress payment made by the Contractor to the Subcontractor on account of the Contract Price, if any is so indicated in Attachment I, to be withheld as security to assure the faithful completion of the Services and performance of Subcontractor’s obligations;

–“*Services*” means the services to be provided by the Subcontractor as described in Attachment I, which Services shall be performed pursuant to the terms and conditions of this Agreement;

–“*Subcontractor*” has the meaning set forth in the recitals to this Agreement;

–“*Start Date*” means the date designated in this Agreement for the start of the Services. The Start Date may be changed only by the Contractor upon written notice to the Subcontractor;

Other terms not expressly defined above have the meaning so given to them by this Agreement.

Construction of Agreement. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. All references to articles and sections refer to articles and sections of this Agreement, and all references to exhibits or attachments are to exhibits and attachments attached to this Agreement for all purposes. Captions, headings, cover pages, tables of contents and footnote instructions contained in this Agreement are inserted only to facilitate reference and for convenience and in no way define, limit or describe the scope, intent or meaning of any provisions of this Agreement. Words and abbreviations that have well known technical or trade meanings are used in this Agreement in accordance with such recognized meanings. The layout (if any) of mechanical and electrical systems, equipment, fixtures, piping ductwork, conduit, specialty items and accessories indicated on any drawings furnished to the Subcontractor is diagrammatic and all variations in alignment, elevation and detail required to avoid interferences and satisfy architectural or structural limitations are not necessarily shown.

Representations and Warranties. Subcontractor hereby represents, warrants and covenants that: (a) Subcontractor is a legal entity, duly organized, validly existing and in good standing under the laws of its state and county of organization and has all requisite power and authority, rights and franchises to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, and to enter into and perform this Agreement; (b) the execution delivery and performance of this Agreement has been duly authorized and approved by all necessary corporate or similar action on its part; (c) the execution, delivery and performance of this Agreement will not conflict with, or result in any violation of, or constitute a default or a condition which upon notice or lapse of time, or both, would constitute a default, under the organizational documents of the Subcontractor nor under any judgment, order, writ, injunction, decree, rule, regulation, permit, license, note, agreement, mortgage, deed, contract or other instruments that apply to, or which bind, the Subcontractor; (d) this Agreement has been duly executed by the Subcontractor and is a legally valid and binding obligation of the Subcontractor, enforceable against the Subcontractor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, by general principles of equity and by the exercise of judicial discretion; (e) there are no actions, suits, proceedings or governmental investigations pending, or, to its best knowledge, threatened, against it, or judgments, decrees, orders, rulings, writs or injunctions outstanding against it, that would in each such case have a material adverse effect upon the Subcontractor's ability to execute this Agreement or otherwise to consummate and perform its respective obligations hereunder; (f) Subcontractor is familiar with all existing laws, rules and regulations, including without limitation, all applicable environmental and health and safety laws and regulations and all local laws and regulations in the country and location where the work is performed that relate to and/or may affect Subcontractor's obligations hereunder; (g) Subcontractor has or will acquire all appropriate licenses and permits, if any, required to perform the Services under this Agreement; and (h) Subcontractor carefully reviewed the terms of this Agreement, and is, or shall be, satisfied with its ability to perform its obligations hereunder.

Confidentiality. Subcontractor acknowledges that, in the course of the dealings hereunder, it may acquire information about the Contractor or Contractor's Client, their business activities, business prospects and operations, their technical information and their trade secrets, their patented and un-patented inventions, their drawings, blueprints, flow sheets, designs, engineering information, construction information, financial information, operation criteria, customers, subcontractors, and other information of similar nature (whether or not same is reduced to a tangible medium), all of which are proprietary and highly confidential ("Confidential Information"). Subcontractor shall hold all Confidential Information in strict confidence and shall not reveal the same except for information (a) which may be disclosed pursuant to the terms of this Agreement; (b) generally known to the public; (c) known prior to negotiations leading to this Agreement; (d) independently acquired outside the scope of this Agreement; or (e) lawfully disclosed by or to a third party or tribunal. The Confidential Information shall be safeguarded by Subcontractor to the same extent that it safeguards its own most confidential materials or data relating to its own business. Subcontractor shall not use the Confidential Information for its own benefit or the benefit of a third party without the express written consent of the Contractor. The provisions of this subparagraph shall survive the termination of this Agreement for a period of ten (10) years thereafter.

Quality of Work and Materials. All Services to be provided hereunder shall be performed by qualified personnel in accordance with industry standards and in strict compliance with all applicable laws, the terms and conditions of this Agreement and/or Client Contract, if applicable. Subcontractor acknowledges that the Contractor and the Client are relying on the Subcontractor to use the effort, skill, diligence and quality control/quality assurance measures expected of a first class, qualified professional firm performing services of a similar nature to the Services to be performed by the Subcontractor. Any materials furnished by the Subcontractor shall be new, current, of merchantable quality and in compliance with any technical standards or specifications incorporated into this Agreement. When certain materials

are specified by a reference standard, Subcontractor may select, with the written permission of the Contractor, any suitable commercially acceptable material meeting the standard.

Subcontractor Conduct and Responsibility when Providing Services. (a) Prior to furnishing any Services, Subcontractor shall obtain and provide the Contractor with the performance and/or payment bonds, if any are required, and proof of insurance in accordance with the terms hereof; (b) Subcontractor shall be responsible for the safety, efficiency and adequacy of its employees and any vehicles and/or machinery, equipment or materials furnished by Subcontractor during the performance of Services and for damages which may result from defective or improper maintenance or operation of any such vehicles and/or machinery, equipment or materials; (c) The Contractor and/or the Client may direct Subcontractor to prevent access to, or remove from any location in which Services are provided any individual or employee of Subcontractor: (i) who is consuming alcoholic beverages and/or has consumed alcoholic beverages and is then under the influence of alcohol; (ii) who has been, or is, engaged in the use of any illegal drug, narcotic or controlled substance and is then under the influence of such illegal drug, narcotic or controlled substance; or (iii) who, in the reasonable opinion of the Contractor and/or the Client, hinders the progress of, or interferes with, any work performed on site; (d) Subcontractor shall handle and take care of all materials and/or equipment furnished by Subcontractor in the performance of the Services and shall be responsible for the security and condition of the same. After completion of the Services, Subcontractor shall carefully remove all materials and/or equipment furnished or used by it; and (e) Subcontractor shall be responsible for the collection, removal and disposal of all waste materials in accordance with applicable law, and all paper, cartons and other debris caused by the performance of the Services by Subcontractor.

Change in Law. Changes in current laws, regulations and ordinances including, without limitation, all applicable environmental and health and safety laws, rules and regulations shall result in a change in scope and may require a modification of the Contract Price, but only to the extent that same is allowed under the Client Contract.

Change or Field Orders. The Contractor may add or delete, modify, alter, or accelerate the schedule for the Services, including without limitation, order changes to the Services, or require the Subcontractor to perform additional services, but only through a duly executed change or field order. All change orders and field orders shall be in writing and require the signature and acceptance by Subcontractor prior to becoming effective. Any adjustments to the Contract Price and/or the Completion Date shall be made strictly in accordance with this Agreement.

Claim for Extra Work. (a) If Subcontractor is of the opinion that any service which it has been ordered to perform is beyond the scope of the Services which it is contractually required to perform, then Subcontractor shall: (i) not suspend the performance of the Services but promptly comply with the Contractor's order or directive and proceed diligently with the performance of the Services in accordance with the Contractor's instructions, and (ii) notify the Contractor in writing within five (5) working days of such order or directive of its reasons for its opinion and request a final determination thereon by the Contractor; and (iii) provide the Contractor in a timely manner with any and all information necessary for the Contractor to pursue a like claim against the Client for an adjustment similar to the adjustment requested by the Subcontractor; (b) If the Contractor shall finally determine that the services required to be performed are within the scope of the Services which the Subcontractor is contractually required to perform without an adjustment, then Subcontractor, in order to reserve its right to claim compensation for any such additional work, must notify the Contractor in writing within five (5) working days after receiving notice of the Contractor's final determination that it is performing such additional services under protest; and (c) In addition to the foregoing, Subcontractor shall submit to the Contractor within twenty (20) days after it has performed such alleged additional services, a detailed statement of all the additional compensation it expects to receive. Under all circumstances, the parties agree that any

adjustments to the Contract Price and/or the Completion Date shall be made strictly in accordance with this Agreement.

Change in Contract Price and Time. The Contract Price will not be revised for any reason, except as and to the extent expressly provided in change or field orders. (a) The amount by which the Contract Price is to be increased or decreased by any change or field order shall be reasonably determined by the Contractor through one or more of the following methods: (1) by accepting an amount agreed upon by the Contractor and the Subcontractor; (2) by applying the applicable unit prices and alternate prices, if any; (3) by receiving from Subcontractor a detailed breakdown satisfactory to the Contractor, including actual time slips and invoices, itemizing the direct cost of additional labor and additional materials necessary to perform the additional services under the change or field order; (4) by receiving from Subcontractor a true copy of his bid work sheets to determine the Contract Price allocable to any eliminated Service. (Should Subcontractor fail to furnish the Contractor with such bid work sheets, then the Contractor shall determine the amount of the reduction. The determination of the Contractor shall be final and binding unless erroneously or fraudulently arrived at); or (5) by adding to the Contract Price only the amount of the premium portion of overtime pay resulting from an acceleration of the Services. Where the changed scope of services involve both an increase and a reduction in any Services to be provided hereunder, the Contract Price shall only be increased to the extent that the cost of the increase exceeds the cost of the reduction; (b) The compensation specified in any change or field order or any adjustment to the Contract Price occasioned by any change or field order shall constitute an accord and satisfaction chargeable against both parties herein; (c) No time extension shall be granted to the Subcontractor by reason of the issuance of any change or field order unless it is expressly stated therein; (d) The Completion Date will not be revised for any reason by the Subcontractor except upon the occurrence of an event of Force Majeure or unless otherwise agreed to in a change or field order. The Completion Date may, however, be accelerated by the Contractor and the Subcontractor shall be compensated for its overtime in accordance with the provisions of (a)(5) above. The Completion Date may also be delayed at the sole but reasonable discretion of the Contractor upon the furnishing of a written notice to the Subcontractor; (e) Notwithstanding the generality of any of the foregoing provisions contained in this Section, under no circumstances shall the Contract Price or the Completion Date be adjusted on account of or as a result of any occurrence or transaction arising out of or from the negligence, wrongful willful act or wrongful failure to act on the part of the Subcontractor.

Changed Site Conditions. Subcontractor shall promptly, and before such conditions are disturbed, notify the Contractor in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in this Agreement; or (2) unanticipated physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. The Contractor shall promptly investigate the conditions, and if it confirms Subcontractor's claim, all changes in Contract Price and Completion Date shall be made in accordance with a change order. No claim of the Subcontractor for changed conditions shall be allowed unless Subcontractor has given the notice required under this Section and unless Contractor is able to negotiate for a similar relief from the Client.

Indemnity. From and after the date hereof, Subcontractor and Subcontractor's subcontractors, agents and assigns shall reimburse, indemnify and hold harmless the Contractor, its directors, officers, shareholders and affiliates (each such entity and its successors and assigns is referred to herein as an "Indemnified Party"), against and in respect of: (a) any and all damages, losses, settlement payments, deficiencies, liabilities, costs and expenses, including without limitation, attorney's fees suffered, sustained, incurred or required to be paid by any Indemnified Party because of, or that result from, relate to or arise out of (i) the untruth, inaccuracy or breach of any representation, statement or warranty; or the failure to fulfill any agreement or covenant of the Subcontractor contained in this Agreement or contained in any certificate or other writing furnished to any Indemnified Party by or on behalf of the Subcontractor pursuant to this Agreement; and (ii) bodily injury, disease or death to any person, including Subcontractor's employees;

or damage to property, to the extent caused by the willful or negligent acts or omissions of Subcontractor, Subcontractor's employees or any of Subcontractor's lower-tier subcontractors or suppliers.

Use or Occupancy Prior to Acceptance. If before final acceptance of the Services, the Contractor and/or the Client desire to use, occupy or operate any materials and/or equipment furnished or rehabilitated by the Subcontractor, the Contractor and/or the Client shall have the right to do so, and Subcontractor shall in no way interfere with or object to such use or occupancy. Prior to final acceptance of the Services, the Contractor and/or the Client may elect to accept individual units or portions of materials and/or equipment furnished or rehabilitated by the Subcontractor provided same has been completed in accordance with all of Subcontractor's contractual obligations. Otherwise, such use, occupancy or operation (1) shall not constitute acceptance of space, systems, materials or equipment, or affect the start of any guarantee period and (2) shall not affect the obligations of Subcontractor with respect to any portion of the Services which is not furnished in conformance with this Agreement. Subcontractor shall continue to perform the Services in a manner which shall not unreasonably interfere with such use, occupancy and operation by the Contractor and/or the Client. Any such use, occupancy or operation by the Contractor and/or the Client shall not give rise to any claim for additional compensation by Subcontractor.

Title to Equipment and/or Materials. Title to any and all materials and/or equipment furnished hereunder shall at all times belong to and remain with the Contractor, unless such title has passed to the Client pursuant to the terms of the Client Contract.

Ownership of Documents. All tracing, specifications, computations, notes and other original documents as instruments of service shall become the property of the Contractor and/or the Client, provided however that the Subcontractor shall be entitled to keep copies of same for its records.

Contract Schedule. (a) The Subcontractor shall commence the Services on the Start Date and shall complete the Services on or prior to the Completion Date. Any progress schedule identified or produced in accordance with the terms of this Agreement (hereinafter the "Progress Schedule") shall be followed by the Subcontractor (as same may be modified from time to time in accordance with the provisions of this Agreement), and shall be used by the Contractor to evaluate the progress of the Services. (b) If, in the reasonable opinion of the Contractor and/or the Client, it appears that the Subcontractor will be unable to complete the Services prior to the Completion Date, or if the Subcontractor falls behind the Progress Schedule then in effect, the Subcontractor shall take whatever steps as may be necessary to improve its progress and shall, if requested by the Contractor, submit operational plans to demonstrate the manner in which lost time may be regained. It is the responsibility of the Subcontractor to maintain the Progress Schedule and to complete the Services prior to the Completion Date so as not to delay the progress of work performed by the Contractor, if any, and others. If the Subcontractor falls behind the Progress Schedule, or if it appears that the Services will be difficult for the Subcontractor to complete prior to the Completion Date, it shall be the responsibility of the Subcontractor to increase the number of men, the number of shifts, the days of work and/or, to the extent permitted by law, to institute or increase overtime operations, all without additional cost to the Contractor.

Time is of the Essence. Subcontractor specifically acknowledges that **TIME IS OF THE ESSENCE** with regard to the prompt and diligent completion of the Services prior to the Completion Date. Accordingly, if the Subcontractor shall fail to complete all Services due and owing to the Subcontractor hereunder, so much of the balance thereof as the Contractor shall deem necessary to secure the Contractor against any costs, expenses, or damages which may be incurred by the Contractor as a result of said failure, but any such withholding shall not be deemed to be a waiver of any additional rights that the Contractor may have under applicable law or under this Agreement.

Force Majeure. Notwithstanding any provision to the contrary contained herein, but only to the extent permissible under the Client Contract and/or required under applicable law, Subcontractor shall be entitled to a time extension if a delay in the completion of the Services arises from unforeseeable causes beyond the control and without the fault or negligence of the Subcontractor, including but not restricted to, acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or similarly excusable delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of the Subcontractor, and the Subcontractor, within three (3) days from the beginning of any such delay, notifies the Contractor in writing of the causes of delay.

Contract Price and Payment Terms. (a) For the timely performance and completion of the Services in accordance with the terms of this Agreement, the Contractor shall pay the Subcontractor the Contract Price at such times, in such portions, and in such manner as described below or as otherwise provided in this Agreement; (b) To the extent that payment terms set forth in Attachment 1 provide for progress payments, such progress payments shall be made by the Contractor to the Subcontractor on a monthly basis (or in accordance with the relevant payment schedule provided in Attachment 1) in proportionate degree to the amount/value of Services completed during each payment period, less the stipulated amount of Retainage, if such Retainage is to be withheld pursuant to this Agreement (c) Each payment shall be made within a period of thirty (30) days following the Contractor's receipt of invoices/requisitions from the Subcontractor in form and content reasonably acceptable to the Contractor, or as required under the Client Contract, which invoices/requisitions may be required to include proof of payment to or waiver of liens from lower-tier subcontractors and/or suppliers; (d) The final payment which shall include all amounts held in Retainage shall not be due and payable until such time as the Services performed by the Subcontractor have been inspected and accepted pursuant to the terms of this Agreement; (d) Subcontractor understands and agrees that it will accept payment in full for the Services performed under this Agreement at the Contract Price specified herein regardless of whether the final quantities of labor and/or materials are more or less than the estimated quantities used either for the purpose of determining the lowest bid submitted for the Services or for the purpose of deriving the Contract Price. Subcontractor further agrees that the Contractor will not be held responsible even if said estimated quantities shall be found to be not even approximately correct and the Subcontractor shall have and make no claim for damages because of any difference between the quantities of the various classes or items of work actually done or materials actually delivered, and the estimated quantities of same.

Withholding of Payments. If the Subcontractor fails to perform in a timely manner a material obligation under this Agreement, the Contractor may withhold a reasonable portion of the Contract Price to cover the cost of correcting or resolving the lack of performance. If or when the lack of performance is resolved, the Contractor shall pay the withheld amounts to the Subcontractor.

Payment of Taxes. The Subcontractor agrees to comply with and assume all responsibility for the payment of any and all taxes, assessments and fees of every kind and character relating to the Services, including all federal, state and municipal taxes, importation or other taxes and duties, and withholdings and contributions, whether measured by the salaries or wages of any its employees or otherwise, including, but not limited to, unemployment and workmen's compensation acts and all sales and uses taxes, which taxes, withholdings and contributions are all specifically included as part of the Contract Price. The Subcontractor agrees to furnish to the Contractor or the Client documentary evidence of such payment whenever so requested by the Contractor or the Client.

Liens. Subcontractor shall not file nor permit to be filed by any laborer, materialman, subcontractor, mechanic or other similarly situated person, any lien upon any part of the Services, the site(s) on which the Services are provided, or the funds allocated to the Services. If, notwithstanding the requirements of this provision, any mechanic's lien or other claim shall be filed for or on account of the Services

performed, or if any restraining notices or judgment(s) related to Subcontractor performance of the Services shall be filed against the Contractor and/or the Client, then the Subcontractor, within three (3) days after notification thereof, shall discharge such lien, restraining notice or judgment or otherwise make provisions in lieu thereof satisfactory to the Contractor and the Client.

Required Inspections and Tests. If the terms of this Agreement, or any laws, rules, ordinances or regulations, require that any portion of the Services be inspected or tested prior to acceptance, Subcontractor shall give the Contractor timely notice of readiness of the Services for inspection or testing and the date fixed for such inspection or testing. Subcontractor shall bear all costs of such inspection and testing. In addition, whenever, in the opinion of the Contractor, it is desirable to require special inspection or testing of the Services or its individual components, the Contractor shall have the authority to do so at its cost and expense provided that if such special inspection or testing reveals a failure of any portion of the Services to comply with this Agreement, Subcontractor shall bear all costs thereof. In the event that any item fails inspection or testing, the Contractor may require inspection or testing of any or all of the other items of the Services at Subcontractor's cost and expense.

Uncovering of Services. If any portion of the Services shall be covered or concealed contrary to the request of the Contractor, such portion of the Services shall, if required by the Contractor, be uncovered for examination, inspection or testing. Any examination, testing or inspection shall not relieve Subcontractor of its responsibility to maintain quality control over the Services.

Correction of Services. Any Services not approved by the Contractor shall immediately be reconstructed, made good, replaced or corrected by Subcontractor, including all work of other subcontractors destroyed or damaged by such correction, reconstruction or replacement. Rejected materials and/or equipment shall be removed immediately. Acceptance of materials and workmanship by the Contractor or the Client shall not relieve Subcontractor from the obligation to replace all portions of the Services which are not in full compliance with this Agreement.

Warranties and Guarantees. (a) Subcontractor guarantees to the Contractor and the Client that the Services provided and materials and/or equipment furnished shall be free from defects in material or workmanship, shall be of merchantable quality and shall conform to the provisions of this Agreement (and any standards and specifications set forth herein). Subcontractor further acknowledges that it has reason to know that the Contractor requires the materials, equipment and services provided hereunder to be fit for a particular purpose and that the Contractor relies on the skill and judgment of the Subcontractor in selecting and furnishing proper goods and services necessary to render such materials, equipment and services suitable and fit for their intended purposes in all respects. As such, the Subcontractor warrants that each of the materials, equipment and services furnished by the Subcontractor is fit for the Contractor's and the Client's intended purposes in all respects; (b) The Subcontractor agrees to make good, repair or replace, at no cost for labor and/or materials and to the satisfaction of the Contractor and the Client, any defective component of the materials, equipment and services furnished for a period of one (1) year from the date in which final payment is due to the Subcontractor pursuant to the terms of this Agreement. If the Subcontractor fails to commence the repair or replacement of any such defect within three (3) business days after notification by the Contractor, or fails to diligently pursue or complete such repair or replacement within a reasonable time after commencement, the Contractor may proceed to repair such defect or repair such component by whatever method it may deem expedient, and may charge the cost thereof against any payment due the Subcontractor. If the expense of completing such repair or replacement and any additional administrative expenses incurred by the Contractor as a result thereof shall exceed any unpaid balance due to the Subcontractor, the Subcontractor shall pay the difference to the Contractor within ten (10) days after notice; (c) The rights and remedies afforded the Contractor and/or the Client hereunder are in addition to and not in lieu of and do not in any way affect, change, alter, modify, vary or prejudice any right, remedy or recourse which the Contractor and/or the Client may have under other provisions of this Agreement or pursuant to law; (d) Subcontractor hereby assigns to the

Contractor and the Client all of its rights, warranties, or guarantees afforded to it by any of its subcontractors, manufacturers, or suppliers. The assignment of such guarantees or warranties shall not limit the obligation of the Subcontractor hereunder.

Default and Termination for Cause. If Subcontractor shall violate any substantial provision of this Agreement, or any material adverse change shall take place in the financial condition of Subcontractor, or should any of the Subcontractor's representations made hereunder prove to be incorrect or misleading ("Event of Default"); then the Contractor may serve written notice upon Subcontractor and upon Subcontractor's surety, if any, terminating or partially terminating this Agreement at a specified date. Upon such notice to Subcontractor, title to any or all Subcontractor's materials, work in progress, dies and tolls, whether on site or offsite, which are necessary or useful in completing the Services shall vest in the Contractor and/or the Client and the Contractor and/or Client may take possession of and utilize the same for completion of the Services. The Contractor may finish the Services by whatever method it shall deem expedient and Subcontractor shall not be entitled to receive any further payments until the Services are fully performed and accepted. Upon final completion of the Services and acceptance by the Contractor and the Client, the Contractor shall cause the Subcontractor to be paid the balance remaining, if any, after deducting from the amount otherwise payable to the Subcontractor hereunder all costs and expenses of the Contractor arising out of or resulting from the termination or partial termination of this Agreement and including all other set-offs available to the Contractor pursuant to this Agreement. In the event the sum due shall be in favor of the Contractor, Subcontractor shall pay to the Contractor such sum upon demand. Immediately upon termination in accordance with the provisions of this Section, each and every subcontract and purchase order entered into by Subcontractor shall, at the Contractor's option, be automatically assigned to the Contractor, and Subcontractor shall not agree to any provision in a subcontract or purchase order that would prohibit such assignment. In the event that it shall be determined that a termination under this paragraph, otherwise in good faith, was wrongful or not justified, the sole right, remedy and recourse of Subcontractor against the Contractor shall be for money damages not to exceed actual expenses incurred reasonable overhead and expectation of profit on the Services performed, less amount previously paid. Subcontractor, upon the date that such termination shall take effect, shall give prompt written notice to the unions, if any, having jurisdiction over Subcontractor's employees that it consents to the performance of the Services by others. Subcontractor expressly authorizes the Contractor to notify the unions of such consent in the name of Subcontractor. Any failure, neglect or refusal of Subcontractor to issue such notice shall subject Subcontractor to all damages sustained by the Contractor thereby.

Termination for Convenience of the Contractor. Contractor, at any time, may terminate this Agreement in whole or in part for its own convenience. Any such termination shall be effected by delivering to Subcontractor a notice of termination specifying the extent to which performance of the Services is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, Subcontractor shall follow the directions of the Contractor with regard to the continuation or termination of the Services. In the event of a termination pursuant to this Section, Subcontractor shall be paid by the Contractor only the apportioned Contract Price for Services rendered, plus the fair and reasonable value of materials stored on site and under order for which Subcontractor is responsible for payment, less any sums properly deductible by the Contractor, except that payment is conditioned upon Contractor's receipt of such payment from the Client and in no event shall Subcontractor be entitled to compensation in excess of the total unpaid Contract Price.

Suspension of Work. The Contractor, in writing, may at any time and for any reason direct Subcontractor to suspend the performance of the Services for a reasonable specified period of time. Subcontractor shall resume the performance of the Services upon the date specified in such direction or upon such other dates as the Contractor may thereafter specify in writing. The Completion Date may be delayed by a period of time equal to the period during which the performance of the services shall have been suspended.

Independent Contractor. Subcontractor, in performing its obligations to the Contractor hereunder, is acting as an independent contractor. Subcontractor is not an agent of the Contractor and has no authority to represent or bind the Contractor as to any matters, except as expressly authorized herein.

Lower-Tier Subcontractors. Prior to the commencement of the Services, Subcontractor must submit to Contractor a list of all proposed lower-tier subcontractors. Contractor may, in its sole discretion, reject any proposed lower-tier subcontractor. Contractor's rejection of any proposed lower-tier subcontractor shall not constitute grounds for an extension of the Completion Date. Contractor's approval of any lower-tier subcontractor shall not in any way relieve Subcontractor of responsibility for the Services. Subcontractor shall at all times be responsible for the performance of any lower-tier subcontractors and shall ensure their compliance with the terms of this Agreement. Subcontractor shall require any lower-tier subcontractors to comply with the workplace safety requirements and insurance requirements of this Agreement.

Liquidated Damages. If the Client Contract provides for liquidated damages for delay beyond the scheduled completion date and such damages are assessed against the Contractor, then the Contractor may assess liquidated damages against the Subcontractor in proportion to Subcontractor's share of responsibility for such delay. Any such assessment against Subcontractor shall in no way limit Subcontractor's liability to Contractor for any damages caused by Subcontractor's delay.

Entire Agreement. This Agreement constitutes the full understanding between the parties hereto with reference to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter of this Agreement. No other statements, oral or written shall vary or modify the written terms hereof, and neither party shall claim any amendment, modification or release from any provision hereof by mutual agreement, acknowledgment or acceptance of purchase order forms, or otherwise, unless such agreement is in writing and signed by the other party, and specifically states that it is an amendment to this Agreement.

Binding Nature and Restriction on Assignment. This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns. Neither party may, or shall have the power to, assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other.

Waiver. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to either party shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by either party including, but not limited to, the making of any payment or permitting a party to continue with the performance of its obligations, shall constitute a waiver of any right or duty afforded under this Agreement, nor shall any such action or failure to act constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

Notices. Wherever under this Agreement one party is required or permitted to give notice to the other party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier or sent by certified, registered, first class mail, postage prepaid, but not by electronic mail. Any such notice shall be deemed given when actually received, when so delivered personally, by facsimile transmission or by express courier, or if mailed, on the fifth day after its mailing, postage prepaid to the recipient party.

Dispute Resolution. (a) For work performed within the United States of America, this Contract and performance under it shall be governed by and construed in accordance with the laws of the State of _____ . Venue for any action under this Contract shall be in the state court in _____ County, _____ .

(b) For work performed outside of the United States of America, this Contract and performance under it shall be governed and construed in accordance with the laws of the State of New York, USA. The English language shall be the official text of this Contract. Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York, New York, USA, or other location agreed by the parties, before a sole arbitrator, conducted in the English language and accordance with the ICC Arbitration Rules as currently in force, administered by the ICC. Judgment on the arbitration award may be entered in and enforced by any court of competent jurisdiction. The arbitrator shall, in the arbitration award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail. The provisions of this subparagraph (b) shall only apply in connection with work performed outside the United States.

Severability. Each and every provision of law and government regulation required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall read and shall be enforced as though so included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, this Agreement shall be deemed to be amended to make such insertion or correction. If this Agreement contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from this Agreement without affecting the binding force of the remainder.

Survival. Termination or expiration of this Agreement shall not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed shall survive any such termination or expiration or (ii) remain to be performed or by their nature would be intended to be applicable following such termination or expiration.

Third Party Beneficiaries. (a) The Client shall have the same relative rights, options and privileges under this Agreement against the Subcontractor as are secured to the Contractor under this Agreement, and the Client shall have the right to exercise the same relative rights, options and privileges toward the Subcontractor in the same manner as the Contractor may exercise like rights, options and privileges against the Subcontractor; (b) This Agreement is entered into between Contractor and Subcontractor, and, with the exception of the Client's rights to enforce this Agreement against the Subcontractor as enumerated in (a) above, this Agreement shall not be deemed to create any rights in third parties, including suppliers, or customers of a party, or to create any obligations of a party to any such third parties.

Counterparts. This Agreement may be executed in several counterparts, all of whom taken together shall constitute one single agreement between the parties hereto.

Approval By Client. Subcontractor agrees that this Agreement may be subject to the approval of the Client and, if so, shall be binding upon the Contractor only in the event that such approval is obtained.

ATTACHMENT 1

SCOPE OF WORK, COMPENSATION AND PAYMENT TERMS

1 DESCRIPTION OF SERVICES AND SCOPE OF WORK

Subcontractor shall provide the labor, materials and equipment to [FILL-IN].

[DETAILED SCOPE OF WORK AND SPECIFICATIONS TO BE FILLED-IN IN ACCORDANCE WITH CONTRACT REQUIREMENTS]

2 CONTRACT PRICE: \$

3 MEASUREMENT AND PAYMENT TERMS

[TO BE FILLED-IN]

4 SPECIAL REQUIREMENTS

[DESCRIBE IF ANY]

The following sections of the Client Contract are incorporated by reference herein:

[LIST OR DESCRIBE ANY FLOW-DOWN PROVISIONS]

ATTACHMENT 2

WORKPLACE SAFETY REQUIREMENTS

Provisions Relating to Safety and the OSHA Regulations. The Subcontractor is required to perform the Services in a safe manner. The Subcontractor shall seek to avoid injury, loss or damage to persons or property by taking all reasonably prudent steps to protect: (a) its employees and other persons at the worksite; (b) materials and equipment stored at the worksite or at off-site locations for use in the performance of the Services; and (c) all property and structures located at the worksite and adjacent to work areas, whether or not said property or structures are part of the project worksite or involved in the performance of the Services. The Subcontractor shall comply with all applicable rules, regulations, orders and other lawful requirements and standards established to promote worker safety and health at the worksite, including compliance with all applicable provisions of the Occupational Safety and Health Act of 1970 ("OSHA"). The Subcontractor shall be responsible for establishing and implementing a safety program complying with all safety measures, policies and standards required by any governmental authorities having jurisdiction, those required by the Contractor and those required by the Client Contract. The Subcontractor shall indemnify the Contractor for any fines, or penalties imposed on the Contractor as a result of safety or health violations to the extent that any such fines or penalties are the result of the Subcontractor's failure to comply with applicable safety or health requirements, rules, regulations, orders or other lawful requirement.

Providing a safe, injury-free work environment should at all times be the Subcontractor's **NUMBER ONE** priority and responsibility. The following safety requirements are mandatory for all personnel on any assignment. They are not intended to be all-inclusive and may need to be supplemented to meet specific project conditions, additional Client requirements or as otherwise agreed.

The Subcontractor agrees in the performance of this Agreement to understand, comply with and enforce the following requirements.

1. Subcontractor shall comply with and enforce ALL applicable Federal, State, Local or other regulatory agency safety rules including but not limited to the OSHA, including all amendments thereto, and all applicable hazardous substance and waste management laws and shall provide their employees with appropriate health, safety and environmental training as required by local, state or federal regulations.
2. Subcontractor shall comply with Contractor's site-specific health and safety plan and any requirements contained therein including, but not limited to work permit systems for confined space entry, hot work, lockout / tagout and other work as appropriate for the project worksite. Subcontractor shall develop its own worksite specific plan that is in compliance with Contractor's plan.
3. Subcontractor will provide their employees with appropriate, functional safety equipment and personal protective equipment and will ensure that such equipment is used properly.
4. Subcontractor shall comply with Contractor's Substance Abuse Policy.
5. Subcontractor may be pre-qualified by Contractor, subject to periodic review, based upon certain information requested by and submitted to Contractor concerning Subcontractor's health and safety program, safety performance and other criteria established by Contractor. If Subcontractor has not

been pre-qualified by Contractor, Contractor may require Subcontractor to complete safety training prior to commencement of the Services. Such requirement will be at Contractor's sole discretion and Subcontractor shall not be reimbursed by Contractor for any time, expense or other cost related to such training.

6. Subcontractor shall comply with Contractor's established minimum requirements:

- A. American National Standards Institute ("ANSI") approved hard hats.
- B. ANSI-approved safety eyewear.
- C. Leather safety footwear with minimum of 6" ankle foot support. No sneakers or walking shoes will be allowed.
- D. Full body harness with two shock absorbing lanyards shall be used for fall protection for those employees working at heights greater than ten (10) feet, but only if other means of fall prevention are not practical in Contractor's reasonable judgment.
- E. New Employee Orientations and Weekly Safety meetings shall be conducted specific to the hazard exposure in such phase of work.
- F. Approved lockout / tagout procedures shall be used wherever employees could be harmed by an accidental system or equipment start-up.
- G. All electric tools will be grounded or double insulated.
- H. Only trained, authorized, or licensed personnel will operate or service equipment. Equipment will be operated in accordance with manufacturer's recommendations. Proof of training, license and/or certification must be available to be presented upon request.
- I. Work areas shall be maintained clean and orderly at all times. Good housekeeping is essential at all times.
- J. The use, possession or sale of alcohol or regulated drugs is prohibited. Violators will be removed from the project.
- K. Subcontractor shall designate a Safety Supervisor for all subcontract work prior to the start of Contract work.
- L. Possession of firearms is strictly prohibited.
- M. All construction/services work areas must be properly identified and protected with barriers, barricades and appropriate signs.
- N. Operators of any motor vehicle shall follow and obey all traffic rules and shall not operate a vehicle in a reckless or dangerous manner.
- O. No flammable liquid, gas or material of any kind is to be stored in unmarked or unauthorized safety containers.

P. Subcontractor is responsible for ensuring that Subcontractor's employees, lower-tier subcontractors and suppliers are properly trained to handle or use any and all chemical materials required for the Services and that all materials are handled properly and in accordance with all laws and regulations. M.S.D.S. sheets must be on the worksite and available upon request for all chemicals to be used by Subcontractor on the project site.

7. All incidents, injuries, illnesses or damage to property shall be immediately reported to Contractor's representative and shall provide Contractor with copies of any regulatory, administrative or statutory reports relating to any accident, occupational injury or illness occurring in connection with the project.

8. Subcontractor shall immediately report to Contractor any incidents that result in possible infractions of environmental laws, rules or regulations, including but not limited to any spill, discharge, release or escape of any irritant or contaminant, including smoke, vapors, acids, alkalis, toxic chemicals, and/or waste materials. Containment and cleanup of any such spill, discharge, release or escape shall be the sole responsibility of the Subcontractor. Subcontractor shall provide copies of any regulatory, administrative or statutory reports concerning environmental infractions or incidents occurring in connection with this project to Contractor.

9. Subcontractor shall immediately inform Contractor of any inspection(s) conducted or to be conducted by regulatory agencies when working at a project location and shall inform Contractor of the results of such inspection(s).

10. Contractor's Site Managers/Supervisors shall have the authority to suspend any activity being conducted that could endanger the safety and health of any person until that unsafe or hazardous condition is corrected by the Subcontractor.

11. Violation of any of these requirements may result in termination of the Agreement.

**SUBCONTRACT AGREEMENT
ATTACHMENT 3**

Minimum Subcontractor Insurance Requirements

Prior to commencing any work under this Agreement, Subcontractor, at its sole cost and expense, shall procure and maintain the necessary insurance coverage and shall meet all insurance requirements as set forth in this attachment, as well as any additional insurance requirements identified herein or attached hereto. If the Client Contract requires Subcontractor to maintain higher limits than those stated below, the higher limits shall apply.

1. Form of Coverage and Minimum Limits

Form of Coverage Minimum Limits

<u>Worker's Compensation</u>	Statutory requirements in state in which work is performed
<u>Employer's Liability</u>	\$500,000 per accident \$500,000 each disease – each employee

- Policy shall include a waiver of subrogation
- Note: If Subcontractor has no employees or is not required by law to maintain Worker's Compensation insurance for the principals of the business, Subcontractor must provide evidence of accident and health insurance covering work-related injuries for any person performing Services on the project.

Commercial General Liability

\$1,000,000 per occurrence
\$2,000,000 aggregate

- The Commercial General Liability policy shall include Severn Trent Environmental Services, Inc., its parent, subsidiaries, affiliated companies and their respective officers, directors and employees as additional insured. Subcontractor shall provide a copy of the additional insured endorsement, which is subject to Contractor's approval.
- Coverage under the Commercial General Liability policy shall be on an occurrence basis and shall include the following, either within the policy form or by endorsement if required to effect coverage:
 - contractual liability coverage
 - completed operations coverage
 - separation of insureds provision
 - personal and advertising injury coverage
 - no exclusion for explosion, collapse or underground property damage hazards (XCU coverage)
 - Broad form property damage coverage
- Policy shall include a waiver of subrogation

- Coverage under the policy shall be primary to any potentially applicable insurance maintained by Contractor or its affiliates

Form of Coverage

Minimum Limits

Business Automobile Liability

Bodily injury and property damage –

Combined Single Limit

\$1,000,000

- Policy shall include a waiver of subrogation

- If Subcontractor's services or work involves transportation of hazardous substances or hazardous materials as defined by the Motor Carrier Act of 1980,

Subcontractor's Business Auto Liability policy shall include the MCS90 endorsement with applicable limits in compliance with the financial responsibility requirements of the Motor Carrier Act.

Contractor's Pollution Liability

\$1,000,000 each claim and aggregate

- Coverage shall be on a claims-made basis

- Coverage shall include bodily injury, property damage, clean-up costs and expenses caused by pollution conditions resulting from Subcontractor's activities at the project location.

- The Contractor's Pollution Liability policy shall include Severn Trent Environmental Services, Inc., its parent, subsidiaries, affiliated companies and their respective officers, directors and employees as additional insured, which Subcontractor shall provide a copy of the additional insured endorsement, which is subject to Contractor's approval

2. Insurance Companies

Insurance companies providing the coverage required by this Agreement shall be licensed to do business in the state in which the Services are performed and shall have an A.M. Best rating of no less than A- VIII.

3. Deductibles and Self-Insured Retentions

Subcontractor shall be solely responsible for any and all deductibles and/or self-insured retentions imposed under the insurance policies required by the Subcontractor hereunder.

4. Changes in Coverage

Contractor shall have the right to reasonably amend, or add to the insurance requirements, limits, minimums and standards set forth herein and Subcontractor shall be compensated for the reasonable costs of such changes in coverage to the extent that Subcontractor can demonstrate and provide details of such costs to the Contractor's satisfaction.

In the event that Subcontractor's limits under any of the required insurance policies are reduced to the extent that the minimum limits required in Section 1 above would not be available to pay claims, Subcontractor shall immediately notify Contractor or cause the

insurance company to notify Contractor and Subcontractor shall take immediate action to increase the policy limits such that the minimum limits required by this Agreement are available to settle claims.

5. Requirements of Lower-tier Subcontractors

All lower-tier subcontractors shall be subject to all of the insurance requirements contained herein. Subcontractor shall for ensuring the compliance of all lower-tier subcontractors and shall provide evidence of insurance in the form of an insurance certificate and copies of any required endorsements.

6. Failure to Obtain or Maintain Insurance

Subcontractor's failure to obtain and/or maintain throughout the term of this Agreement any insurance as required under this Agreement, including without limitation, insurance in the amounts, types and coverage issued by insurance companies meeting the requirements hereof, shall constitute a default.

If, in Contractor's good judgment, the Subcontractor, or any person acting by, through, or under the Subcontractor, has not obtained or maintained any insurance as required under this Agreement, Contractor, in addition to any other remedies available to it, including without limitation, those available under this Agreement, may order Subcontractor to stop and cause to be stopped all work under this Agreement and take such precautions as Contractor reasonably thinks is necessary to protect itself from the risks associated with such failure to obtain or maintain such insurance.

7. Notices of Claims

In the event of any potentially insurable injury, damage or loss, Subcontractor shall provide prompt and adequate notice to any insurance company providing potentially applicable coverage, with simultaneous notice to the Contractor. Such notice shall expressly state that it is being provided on both the Subcontractor's behalf and on the behalf of Severn Trent Environmental Services, Inc., its parent, subsidiaries, affiliated companies and their respective officers, directors and employees as additional insured. If the terms of the Client Contract require additional parties to be named as additional insured, such notice shall also expressly state that it is being provided on behalf of those additional insureds. Subcontractor shall be liable to Contractor and any other parties required to be additional insured if it fails to provide such notice. The foregoing shall not limit the Contractor's right to provide notice to insurance company or companies.

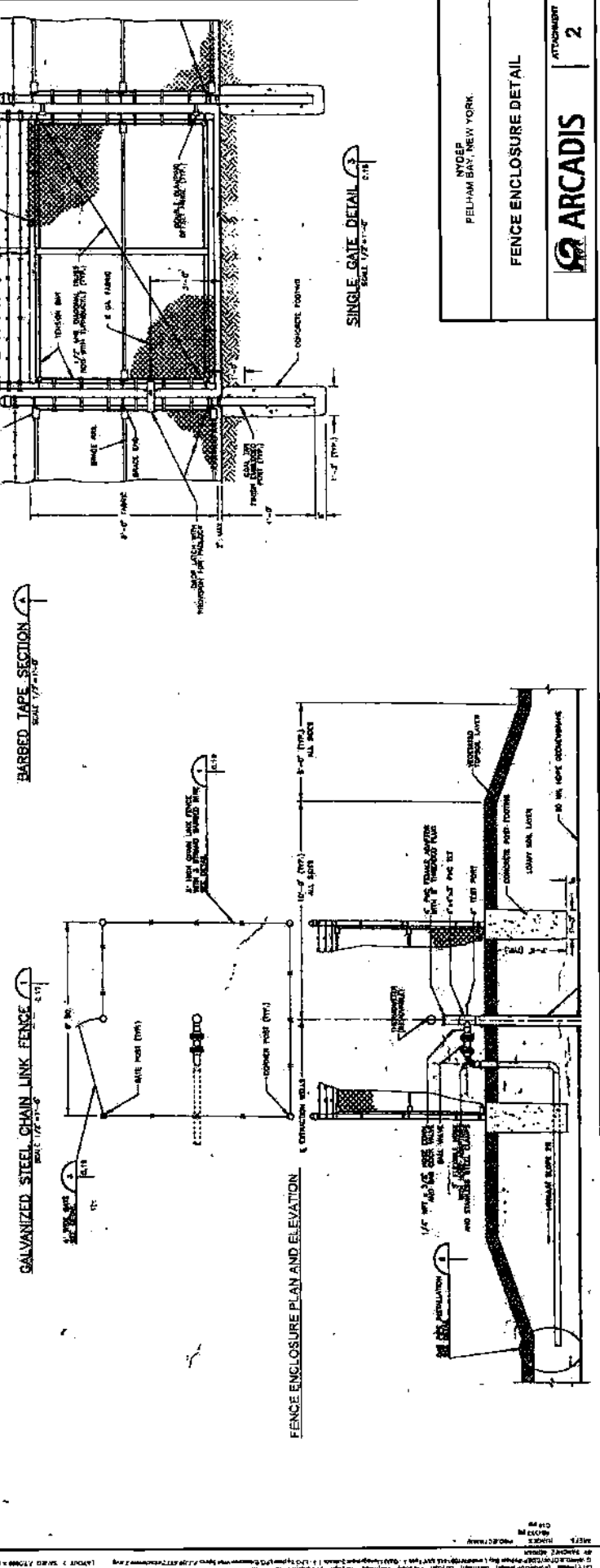
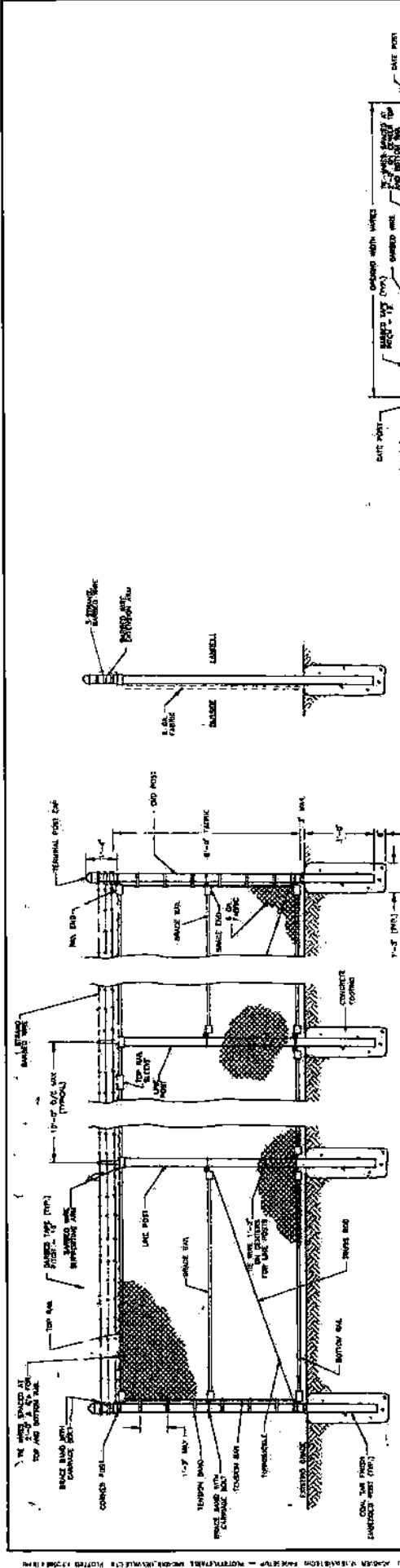
8. Insurance Certificates and Copies of Endorsements

Prior to commencing any work under this Agreement, Subcontractor shall deliver to Contractor a certificate of insurance, in a form acceptable to the Contractor, evidencing the existence and amounts of coverage required hereunder, including any required endorsements. The certificate shall include the following cancellation notice provision: "Should any of the above described policies be cancelled or set for non-renewal before the expiration date thereof, the issuing insurer will mail 30 days written notice to the Certificate Holder named herein."

Copies of additional insured endorsements and any other endorsements that place into effect the coverage required herein shall be provided to Contractor along with the insurance certificate. All required endorsements are subject to Contractor's approval.

In the event that any insurance policy required under this Agreement expires during the term of the Agreement, Subcontractor shall deliver to Contractor no later than 10 days following the expiration of such policy a certificate of insurance including any new or renewal policies. Subcontractor shall deliver to Contractor copies of all required endorsements no later than 45 days following the effective date of any new or renewal policies.

Any failure on the part of the Contractor to review, request or receive any insurance documentation shall in no way limit or waive any of the requirements imposed upon the Subcontractor by any provision of this Agreement.



NYCEP
PELHAM BAY, NEW YORK

FENCE ENCLOSURE DETAIL

ARCADIS

ATTACHMENT
2

**Attachment 3. Bid Form for Gas Extraction Well Replacement
At The Pelham Bay Landfill
Bronx County, New York**

Standby/Venting Time	_____				
1	Survey	LS	\$	-	
1	Miscellaneous Costs (Provide Details)	LS	\$	-	
4	Restoration HDPE Liner Repair and Boot Installation w/ CQA Testing	each	\$	-	
4	Landfill Gas Conveyance Pipe Reconnection	each	\$	-	
4	Soil Cover Restoration	each	\$	-	
4	Chain Link Fence - Furnish and Install	each	\$	-	
TOTAL			\$	-	

Circle One
/hour

FENCE ENCLOSURE DETAILS

ATTACHMENT 2

**ATTACHMENT 3
BID FORM**

**Attachment 3. Bid Form for Gas Extraction Well Replacement
At The Pelham Bay Landfill
Bronx County, New York**

Circle One

Is Bidder VENDEX Approved? Y N

Is Bidder a WBE? Y N

Is Bidder a MBE? Y N

If Yes, provide proof

If Yes, provide proof

If Yes, provide proof

Quantity	Description	Rate	Units	Total
1	Mobilization/Demobilization		LS	\$ -
Site Preparation				
4	Removal of Existing Chain Link Fence and Disposal		each	\$ -
4	Excavate and Stage Cover Soils to Expose Geomembrane Liner (Area to be determined by CONTRACTOR and sufficient size to accommodate all equipment and work required)		each	\$ -
4	Construct Stabilized Drilling Platform		each	\$ -
1	Soil Erosion and Sediment Controls		LS	\$ -
1	Construct Decontamination Pad		LS	\$ -
1	Staging Areas/Temporary Construction Roads		LS	\$ -
4	Remove Liner for Borehole Advancement		each	\$ -
4	Remove Existing Wellhead and Temporarily Cap Landfill Gas Conveyance Pipes.		each	\$ -
1	Air Monitoring (including CAMP)		/ month	\$ -
1	Vapor/Odor Control		/ month	\$ -
4	Well Permit		each	\$ -
Well Installation				
516	36" Diameter Borehole Drilling		/ foot	\$ -
526	8" HDPE Well Installation (all materials and labor)		/ foot	\$ -
4	Well Head Materials		each	\$ -
4	Well Head Installation		each	\$ -
135	Drill Cuttings / Material Handling		/ cubic yard	\$ -
200	Transport and Disposal - Drill Cuttings		/ ton	\$ -

Appendix B

Health and Safety Plan (HASP) and
Community Air Monitoring Plan
(CAMP)

(TO BE SUBMITTED UNDER
SEPARATE COVER)