



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

State of West Virginia
Purchase Order

Order Date: 03-29-2024

CORRECT ORDER NUMBER MUST APPEAR
 ON ALL PACKAGES, INVOICES, AND
 SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CPO 0313 0313 DEP2400000017 1	Procurement Folder:	1389053
Document Name:	EOI: OER - Libbey-Owens-Ford	Reason for Modification:	
Document Description:	EOI: OER - Libbey-Owens-Ford		
Procurement Type:	Central Purchase Order		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	000000203587			Requestor Name:	Jessica S Chambers
TRIAD ENGINEERING INC 10541 TEAYS VALLEY RD				Requestor Phone:	(304) 414-1140
SCOTT DEPOT US				Requestor Email:	jessica.s.chambers@wv.gov
	WV	25560			
Vendor Contact Phone:	999-999-9999	Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days	<div style="font-size: 48px; font-weight: bold;">24</div> <div style="font-weight: bold;">FILE LOCATION _____</div>	
#1	No	0.0000	0		
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US

4-1-24 62

Total Order Amount:	\$82,873.00
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Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION DATE: <i>Mark [Signature] 4/10/2024</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Gray [Signature]</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>Devin [Signature] 4-11-24</i> ELECTRONIC SIGNATURE ON FILE
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4/5/2024

Extended Description:

The vendor, Triad Engineering, agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, for the Libbey-Owens-Ford for Expanded Site Investigation for the Office of Environmental Remediation per the attached specifications, terms and conditions, and the vendors submitted cost proposal dated 3/27/2024 all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	82873.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: EOI: Engineering Design Services

Extended Description:

Professional Engineering Service
Libbey-Owens-Ford

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 365 days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,0000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,0000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,0000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of 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.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Heather A. Metz, LRS, Environmental Services Manager

(Address) 10541 Teays Valley Road, Scott Depot, WV 25560

(Phone Number) / (Fax Number) 304-755-0721 / 304-755-0880

(email address) hmetz@triadeng.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Triad Engineering, Inc.

(Company) 

(Signature of Authorized Representative)

T Anders Bush, VP 03/07/2024

(Printed Name and Title of Authorized Representative) (Date)

304-755-0721

(Phone Number) (Fax Number)

abush@triadeng.com

(Email Address)



west virginia department of environmental protection

Office of Environmental Remediation
1159 Nick Rahall Greenway
Fayetteville, WV 25840
(304) 574-4465

Harold D. Ward, Cabinet Secretary
dep.wv.gov

EXPRESSION OF INTEREST

**Former Libbey-Owens Ford Plant
57th Street and MacCorkle Avenue
Charleston, Kanawha County, West Virginia
SEMS ID: WVD005008412**

**Prepared by:
Alan McCreary, PG
Project Manager, ERS II**

**For:
Triad Engineering**

Promoting a healthy environment.

ACRONYMS AND ABBREVIATIONS

ASQAB	Analytical Services and Quality Assurance Branch
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CERCLIS	Comprehensive Environmental Response, Compensation, and Liability Information System
CLP	Contract Laboratory Program
COC	Contaminant of Concern
COPC	Contaminant of Potential Concern
CST	Client Services Team
DOT	Department of Transportation
EOI	Expression of Interest
ESI	Expanded Site Investigation
FSP	Field Sampling Plan
GPS	Global Positioning System
HASP	Health and Safety Plan
HAZWOPER	Hazardous Waste Operations and Emergency Response
HRS	Hazard Ranking System
IDW	Investigative-Derived Waste
NAD	North American Datum
NFA	No Further Action
NFRAP	No Further Remedial Action Planned
NPL	National Priority List
OER	Office of Environmental Remediation
OSHA	Occupational Safety and Health Administration
OSWER	Office of Solid Waste and Emergency Response
PA	Preliminary Assessment
PDF	Portable Document Format
PM	Project Manager
PPE	Personal Protective Equipment
QAPP	Quality Assurance Program Plan
RA	Removal Action
RAGS	Risk Assessment Guidance for Superfund
SAM	Site Assessment Manager
SAP	Sampling and Analysis Plan
SI	Site Investigation
SsI	Sub-slab Intrusion
SVOC	Semi-Volatile Organic Compound
TDL	Target Distance Limit
USEPA (EPA)	United States Environmental Protection Agency
VI	Vapor Intrusion
VOC	Volatile Organic Compound
WVDEP	West Virginia Department of Environmental Protection

1.0 Site Location

The Former Libbey-Owens-Ford (LOF) (the Site) is an approximate 25-acre property located along MacCorkle Avenue in Charleston, Kanawha County, West Virginia. The Site is bounded to the southwest by CSX railway, to the northwest by 57th Street SE, to the northeast by MacCorkle Avenue SE, to the southeast by Interstate 77, and to the south by residential property. The LOF Site is now occupied by the Kanawha Mall, restaurants (i.e., Burger King, Applebee's, La Carretta, etc.) and other retail and office structures. In addition to the LOF Plant Site, Libbey-Owens Ford also included a 9-acre tract of land between 56th Street and 57th Street (Tract #1), and multiple waste disposal sites, located near the riverbank of the Kanawha River and a second at the Kanawha City Interstate interchange area.

The land use in the immediate vicinity of the Site is largely retail, light commercial and residential. The Libbey-Owens-Ford plant is assigned United States Environmental Protection Agency (USEPA) Site Number WVD005008412. The Site has State ID Number WV-128. The Owens-Illinois Site, which is located to the northeast of the site across MacCorkle Avenue SE and had formerly allowed an easement for the LOF Site to the Kanawha River, has no USEPA Site Number.

2.0 Site History

Libbey Owens Sheet Glass Company (LOSGC) purchased property west of MacCorkle Avenue and constructed a six-furnace sheet and plate glass plant, referred to as Plant Number 1. Six additional furnaces were added in 1918 and 1923, allegedly making it the largest plate glass plant in the world. Additional property was acquired from Charles and Nellie Dickinson in 1926 for additional expansion. Ed Ford Plate Glass Company purchased an interest in LOSGC in 1929 and the company name was eventually changed to Libbey-Owens Ford Glass Company (LOF). The LOF plant operated from 1929 to 1980 and produced plate, window, windshield, and non-shattering glass. During World War II, the plant made windshields, canopies, and other glass products for military aircraft and other uses. All properties described above, with the exception of the 9.0-acre LOF parcel, were within the municipality of Kanawha City, West Virginia, until 1929 when Kanawha City was annexed by the city of Charleston.

3.0 Summary of Assessment Needs and Scope of Work

A review of past activities and assessments will be required. These files can be obtained through a request to WVDEP Office of Environmental Remediation. Access agreements will be needed for sampling on private properties owned by citizens and businesses.

The latest document in WVDEP files is the Site Inspection Report, completed by Triad Engineering, Inc., on March 1, 2011. If there are recommendations for the site, the selected environmental contractor will be expected to complete some or all the recommendations from that report, including any newly anticipated activities to achieve the goals of the inspection. Examples include:

- Installation of properly constructed monitoring wells to characterize on-site groundwater more accurately.
- Additional groundwater characterization to determine if COCs in groundwater are migrating off-site to the adjacent residential area.

- Determine if existing VOC groundwater contamination poses a vapor intrusion threat to existing or future on site structures.
- Identify data gaps from previous investigations.
- Sampling for site specific COPCS identified in previous reports.
- Surface soil and subsurface soil sampling.
- Sediment sampling.
- Surface water sampling.
- Potential indoor air/soil gas sampling.
- Generation of an HRS QuickScore, with explanation on how the HRS score was derived. To be presented as a separate confidential memo.
- Preliminary Screening Level HHRA as part of a final site inspection report.

Note: The number of samples cannot be established at this time, nor can the number of monitoring wells that will be needed to complete the Expanded Site Investigation (ESI). It is recommended that a review of previous investigations be performed by the contractor before price proposals are submitted to better inform the estimate.

The consultant will need to have, at a minimum, three years' experience in the requirements of the Superfund Program's Preliminary Assessment (PA), Site Inspection (SI), Hazard Ranking System (HRS), and contract laboratory program (CLP) requirements to complete this directive. A *Conflict-of-Interest* disclosure, as per the requirements of 40 CFR Part 35.6550 (Subpart O), must be submitted prior to the commencement of work. This scope of work includes the following tasks:

Task 1 – Site Visit

To assist in Task #2, a site visit will need to take place within 30 days of receiving the Notice to Proceed letter from the WVDEP. The consultant shall inform the WVDEP Project Manager of when the site visit will take place, and a representative from the WVDEP must be present for the initial site visit.

Task 2 - Develop a Sampling and Analysis Plan (SAP) for the Site

Based on the results of previous work at the site, develop a SAP. The SAP will follow the format of *Sampling and Analysis Plan-Guidance and Template v.4 General Projects-04/2014*, with modifications where applicable to exclude EPA.

1. The *SAP*, analytical services procurement, and sampling protocols will be developed to meet the goals and objectives outlined in the following guidelines as applicable:
 - U.S. Environmental Protection Agency, April 2000. Quick Reference Guidance Series - *Improving Site Assessment: Integrating Removal and Remedial Site Evaluations*. Office of Solid Waste and Emergency Response. Publication 9360.0-39FS
 - U.S. Environmental Protection Agency, October 1999. Quick Reference Guidance Series - *Improving Site Assessment: Abbreviated Preliminary Assessments*. Office of Solid Waste and Emergency Response. Publication 9375.2-09FS.
 - U.S. Environmental Protection Agency, September 1991. *Guidance for Performing Preliminary Assessments Under CERCLA*. Office of Emergency and Remedial Response. Publication 9345.0-01A.

- U.S. Environmental Protection Agency, September 1992. *Guidance for Performing Site Inspections Under CERCLA*, Office of Emergency and Remedial Response. Directive 9345.1-05.
- U.S. Environmental Protection Agency, October 1999. Quick Reference Guidance Series -*Improving Site Assessment: Pre-CERCLIS Screening Assessments*. Office of Solid Waste and Emergency Response. Publication 9375.2-11FS.
- U.S. Environmental Protection Agency, December 1991. *Regional Quality Control Guidance for NPL Candidate Sites*. Office of Solid Waste and Emergency Response. Publication 9345.1-08.
- U.S. Environmental Protection Agency, November 1992. *The Hazard Ranking System Guidance Manual*. OSWER Office of Solid Waste and Emergency Response. Directive 9345.1-07.
- U.S. Environmental Protection Agency, May 2003. *Using Dynamic Field Activities for On-Site Decision Making: A Guide for Project Managers*. Office of Solid Waste and Emergency Response. Publication 9200.1-40.
- WVDEP, October 2022. *Quality Assurance Program Plan for the WVDEP OER CERCLA (Superfund) Program*. WVDEP, DLR, OER.
- U.S. Environmental Protection Agency. *Risk Assessment Guidance for Superfund (RAGS)*. Publication EPA/540/1-89/002.
- U.S. Environmental Protection Agency, 2014. *Sampler's Guide: Contract Laboratory Program Guidance for Field Samplers*. Office of Superfund Remediation and Technology Innovation (OSRTI). Office of Land and Emergency Management (OLEM), formerly Office of Solid Waste and Emergency Response (OSWER) 9200.2-147, EPA 540-R-014-013. October.
- U.S. Environmental Protection Agency, 2016a. EPA Contract Laboratory Program Statement of Work for Organic Superfund Methods, Multi-Media, Multi-Concentration, SOM02.4. October.
- U.S. Environmental Protection Agency, 2017b. National Functional Guidelines for Organic Superfund Methods Data Review (SOM02.4). USEPA-540-R-2017-002. January.
- U.S. Environmental Protection Agency, 2014, *Sample Submission Procedures for the Office of Analytical Services and Quality Assurance (OASQA) Laboratory Branch*. Environmental Science Center, Fort Meade, Maryland. January.
- U.S. Environmental Protection Agency, 2016. *US EPA Region 3 Analytical Request Form Instructions (ARF 2.0)*. OASQA, April.
https://www.epa.gov/sites/production/files/2016-05/documents/region3-arf-2_0-instructions.pdf

2. The site-specific *Field Sampling Plan (FSP) section of the SAP* will include:

- Site description, including location, historical and current uses, as well as property ownership.
- Objective of *SAP*.
- A detailed description of sample locations, and a georeferenced map using *NAD 1983 UTM Zone 17N Coordinates*.
- Environmental media to be collected.
- Compounds and/or analytcs and their required action limit concentrations to be measured, in each applicable media at each sample location.

- Use of CLP or WVDEP contract laboratory. If CLP is used, design *FSP* to meet the guidelines of USEPA Region III, *User's Guide for Acquiring Analytical Services, Revision 5, August 2005*. If it is determined after submission of the Analytical Request Form (ARF) that sample turnaround time is not practical for the project objectives, the WVDEP contract laboratory may be consulted to determine if they are able to meet the project objectives.
 - Level of data validation required.
 - Field sampling methods as per USEPA *Contract Laboratory Program Guidance for Field Samplers, EPA-540-R-00-003, August 2004*, and per WVDEP *Field Activities Standard Operating Procedures, February 2022*
 - The use of any on-site data generation as recognized by the USEPA Technology Innovation Office, specific to the contaminants of potential concern. These applications must be approved by the USEPA Region III Project Manager prior to sampling.
3. The SAP template used will incorporate USEPA accepted QAPP requirements. However, the WVDEP *Quality Assurance Program Plan for the WVDEP OER CERCLA (Superfund) Program* must be considered as well. Additional information on SAP sections can be found in Appendix A – Sampling and Analysis Plan Section Descriptions.

NOTE: The SAP will be required to be submitted to the USEPA Quality Assurance Branch where it will be reviewed for compliance with [EPA/240/B-01/003, March 2001] and [Intergovernmental Data Quality Task Force, Part 1:UFP-QAPP Manual, March 2005]

4. Prepare the site-specific *HASP* in accordance with the federal requirements of Title 29, Labor; Chapter 17, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, DEPARTMENT OF LABOR; Part 1910, OCCUPATIONAL SAFETY AND HEALTH STANDARDS; Subpart 120, Hazardous Waste Operations and Emergency Response (HAZWOPER regulations).
5. The *Draft SAP* will reflect the use of the USEPA SCRIBE computer software program at the site, which will be used to manage field operations and sample management during the Task 2, *Site Assessment* activities. Scribe is also expected to be used to import all data results. A final Scribe database is expected to be delivered to WVDEP no later than two calendar weeks following the receipt of all of the validated analytical data. The Scribe database will include all sample location data, analytical data, sample data, monitoring data (if applicable) and notes.
6. Submit a copy of the *Draft SAP* report to the OER PM and USEPA Region III SAM for review. Based on comments received, revise the *Draft SAP* and submit one copy of the *Final SAP* to the OER PM and USEPA Region III SAM for formal approval. The submittal should include an electronic copy in PDF format.
7. During Task 2, *SAP* preparation process, at least one meeting with the OER PM will be required. This meeting can be either in person or virtual, and will be decided at the discretion of the OER PM.

Deliverable(s):

- Draft and Final SAP documents, including FSP, QAPP, and HASP.
- One meeting (plus additional as required)
- Approved project schedule. **Must include monthly invoicing.**

Task 3 - Site Assessment

During this phase of the project, the project team will implement the approved *SAP* and perform the field investigations as per the approved SAP, adhering to applicable USEPA and WVDEP guidance documents referenced previously. Several specific task items to be completed include:

- Prior to performing fieldwork, the consultant will schedule USEPA CLP routine and/or special laboratory analytical services with the USEPA Region III Analytical Services and Quality Assurance Branch (ASQAB) Client Services Team (CST). The consultant will provide all coordination and interaction with the USEPA Region III CST points of contact before, during, and after the field-sampling event. If the consultant utilizes the WVDEP contract laboratory, the consultant will coordinate all scheduling with their laboratory point of contact. If the consultant utilizes the WVDEP contract laboratory, it will be the responsibility of the contractor to submit all unvalidated analytical data to be validated (S4VEM) by USEPA's Environmental Services Assistance Team (ESAT) contractor; if the ESAT contractor cannot meet the project objective timelines, the WVDEP PM will organize third party data validation.
- Perform initial contact with property owner(s) to obtain right of entry for field sampling. This effort will include telephone calls and providing the OER Right-of-Entry form. If these initial efforts are unsuccessful, notify the OER PM to ascertain the next course of action.
- The consultant shall be responsible for ordering, storing, and purchasing sample coolers, sample containers, and preservative(s) required for the field sampling effort. The consultant shall be responsible for the cost of sample cooler shipping. The USEPA Region III CST shall provide the required custody seals and sample container tags if the consultant utilizes the Region III CLP. If utilizing a WVDEP contract laboratory, the laboratory will provide the required custody seals and sample container tags.
- The consultant will provide all other miscellaneous field materials and equipment including, but not limited to: personal protective equipment (PPE), disposables, sample cooler packing materials, labels, chain of custody forms, and other requisite field sampling equipment. The cost of low-flow/low-drawdown equipment, boating or diving equipment, "En-Core" or "Terra Core" samplers, field analytical and monitoring equipment, mobile laboratories, and drilling or direct-push equipment as well as the cost of any other requisite field equipment or consumables will be the responsibility of consultant.
- The consultant will provide all decontamination materials including, but not limited to: distilled, deionized, and potable water, detergent, reagents, and approved DOT storage containers and labels for on-site storage of decontamination materials.
- The consultant will provide approved DOT containers and labels for storage of on-site investigative-derived waste (IDW). The consultant will sample the drums of IDW for disposal characterization and submit to a WVDEP contract laboratory for analysis. The cost

of analytical for IDW characterization will be the responsibility of the consultant. The analytical services procured for IDW characterization should be certified for the state of West Virginia.

- Analytical data interpretation for disposal and IDW management will be the responsibility of the consultant. A table indicating the sample information, sample concentration, and regulatory limit will be provided to WVDEP for review.
- The *HASP* will be reviewed with all team members prior to beginning work and will be maintained on-site during work activities.
- The consultant will provide a laptop computer and printer at the site during the field activities to support the USEPA SCRIBE field operations and sample management software program. Communicate as required with the appropriate USEPA CLP contacts during field sampling activities as per CLP requirements.
- Samples of waste material, debris, and contaminated media will be obtained by the sampling team, which will have an initial 40-hour OSHA HAZWOPER certification and up-to-date 8-hour annual OSHA HAZWOPER refresher training, as applicable, and medical monitoring. Certificates indicating that personnel have these certifications should be available for WVDEP review upon request.
- As per USEPA Region III guidelines, document each field sampling point using a Global Positioning System (GPS) field unit, which shall be differentially corrected to a plus or minus five-meter accuracy.
- Photo documentation of site conditions using a digital method will be made during the Site Assessment.
- Field notes that describe detailed elements of the sampling event including details pertaining to each sample collected, personnel on location, as well as deviations from the approved SAP.
- During Task 3 at least one meeting with the OER PM will be required.

Deliverable(s):

- IDW analytical data table/report, if applicable
- One meeting (plus additional as required)

Task 4 – Final SI Report. Must follow the EPA Provided Format Included with this Solicitation Package as well as any information included below if not inclusive in the attached example.

At the conclusion of Tasks 1 through 3, submit a *Final Report* in the form of a Site Investigation Report to the OER PM and USEPA Region III SAM for review and comments, which in general will include, but may not be limited to, the following content:

- Introduction
- Site Description
- Site Ownership and History

- Site Characteristics (geology and hydrogeology, soils, groundwater including aquifer descriptions, and meteorology)
- Source Characterization (including discussion of onsite and potential offsite sources)
- Pathway discussion sections (Surface Water, Groundwater, Air, Soil Exposure and SsI)
- Sensitive Target Populations (this can be included in the relevant pathway sections – must include HRS pathway elements needed to perform a Quickscore including water supply data, nearest wells, the surface water segments, the downstream drinking water intakes within 15 miles, downstream HRS eligible wetlands and distances to and areas/frontages of those wetlands, downstream fisheries with stream mile distances, fish advisories, the flood frequency, T&E species information, resident and nearby populations, etc.
- Field observations and data
- Sampling operations
- Discussion on field quality control and data quality indicators
- Deviations from the approved SAP
- Shipping documentation
- Bore/Well logs (as applicable)
- Certifications of Subcontractors
- Photo documentation (including direction orientation, date and time of photograph, and a description – photographs of sample locations should include a perspective and a close-up)
- Analytical summary tables of sample results compared to appropriate action levels and comparing background concentrations to source characterization and target sample concentrations (or their SQLs as applicable)
- Laboratory analytical reports and validation reports
- Copies of signed Right of Entry Forms
- Copies of original field notes
- Environmental Setting
- Conceptual Site Model
- Summary and recommendations
- Preliminary Human Health Risk Assessment
- Draft Confidential Recommendations Letter – this will be a separate FOIA exempt letter.
- Confidential HRS Memorandum
- Quickscore – This will be a separate section that will append the Confidential HRS Memorandum. Contractor will calculate an HRS score using the USEPA Quickscore software.
- Maps depicting the general site location, sample locations and concentrations, the 15-mile Target Distance Limit (TDL), the Groundwater Well Locations within 4-miles, the wetland frontage along the 15-mile TDL, the wetlands within the 4-mile TDL, and the population density within the 4-mile TDL (displaying applicable distance rings).

As indicated above, submit a *Draft Confidential Recommendations Memo and HRS Quickscore* to the OER PM and USEPA Region III SAM for review and comment. The *Draft and Final Confidential Recommendations Letter* will summarize the findings during Tasks 1 through 4 and provide recommendations. Recommendations may include USEPA Emergency Removal Action (RA), No Further Action (NFA), archiving on CERCLIS and No Further Remedial Action Planned (NFRAP), action under a West Virginia State-Lead regulatory program, or listing and further action under the USEPA National Priority List (NPL). The *Draft Recommendations Letter* will also include the HRS score and rationale to support the score.

A preliminary screening level Human Health Risk Assessment will be submitted as part of the SI report. This does not have to be a separate document, and guidance will be attached as Appendix B.

Also as indicated above, submit a *Draft Confidential Memorandum* that summarizes the pathway observation data used to calculate an HRS score using the USEPA Quickscore software. The Quickscore scoring package will be attached to the *Draft Confidential Memorandum* for WVDEP OER PM and USEPA Region III SAM for review and comment.

Prepare these documents in accordance with the applicable USEPA rules and guidance manuals referenced above in Task 2. The following task-specific items will be performed under Task 4:

- Prepare and submit one copy of the *Draft Final SI Report*, *Draft Confidential Recommendations Letter*, and *Draft Confidential Memorandum* to the OER PM and USEPA Region III SAM for review and comment. Based on comments received, revise the reports and submit one copy of the *Final SI Report* and *Final Confidential Recommendations Letter* to the OER PM and USEPA Region III SAM. The submittals should be an electronic copy in PDF format unless otherwise indicated by the OER PM and/or USEPA Region III SAM.
- Within two calendar weeks of the final receipt of validated analytical data, submit the final Scribe database to WVDEP. Should additional changes arise based on subsequent data review, promptly supply an updated Scribe database to WVDEP OER PM.

During the Task 4 report and confidential documents preparation process, at least two meetings should be held with the OER PM. The first meeting would be held prior to submittal of the *Draft Final Report*, *Draft Confidential Recommendations Letter* and *Draft Confidential Memorandum*, and the second meeting would be held to discuss the review of the *Draft Final Report*, *Draft Confidential Recommendations Letters*, and *Draft Confidential Memorandum*. At the completion of the work, the reports will be submitted electronically in PDF, along with the hard copies of the report if required by the OER PM and/or USEPA Region III SAM.

Deliverable(s):

- *Draft and Final Site Inspection report including the Preliminary HHRA*
- *Draft and Final Confidential Recommendations Letters.*
- *Draft and Final Confidential HRS Memorandums*
- Scribe Database
- Two meetings with WVDEP OER PM (plus additional as required)

NOTE: WVDEP, OER reserves the right to refuse payment if deadlines are not met. It is the responsibility of the contractor to keep the project on schedule. Contract extensions and change orders are not guaranteed and are granted at the discretion of WVDEP. All data and materials generated by the contractor are property of WVDEP and may not be shared without the consent of WVDEP.

Appendix A – Sampling and Analysis Plan Section Descriptions

Introduction

- Describe the goals of the SI. What questions is being asked or what hypotheses are being tested.
- Provide a general overview of the work to be performed, media to be sampled, and pathways to be evaluated for the site.
- List the hazardous substances that are being analyzed for.
- Add a paragraph which explains to the public in layman's terms that the data is being collected to for use in the Hazard Ranking System (HRS) to determine if the site is eligible for the National Priority List (NPL) which is a site of Federal concern.

Example language –

In order to evaluate the migration pathways as part of the Hazard Ranking System (HRS), in addition to sampling/analytical data, non-sampling data will also be obtained. The HRS model is a screening tool used to determine if a site meets the criteria required to be considered for the National Priorities List (NPL), which is EPA's list of sites warranting federal interest.

Objectives

- **Provide a list of specific objectives to be accomplished during the SI such as:**
 - ✓ Identifying and sampling source areas of contamination.
 - ✓ Defining the pathway(s) of concern at the Site.
 - ✓ Evaluating the potential of release to the relevant pathway. (List the suspected pathways of concern at the site).
 - ✓ Evaluating potential impacts to targets or receptors.
 - ✓ Determine if the site is a threat to human health and the environment.

Background

Site location:

- Include address, GPS coordinates, and streets that border the site.
- Include a figure such as a hybrid map which contains satellite imagery of the site and street names in this section.

Site Description:

- This section should include such information as acreage of the site, land use and zoning of the site and adjacent areas, buildings and other features at the site such as water bodies, landfills, and lagoons.

Site Ownership and History

Ownership History:

- Include the information obtained from deed and title searches and Sanborn Insurance maps.
- Provide information on other potentially hazardous waste sites located in close proximity to the Site. Environmental Database Reports (EDR) may also contain information on other sites with potential environmental concerns located near the site.
- Add a summary table documenting the ownership history and parcels in this section.

Site Use History:

- This section should include information on the use of the site historically. It should discuss any manufacturing and industrial processes that resulted in generation of hazardous substances as well as the common operations at the site which could have resulted in contaminants being released at the Site.
- Describe chronologically what activities occurred at the Site. A table may be useful to summarize that.
- Information obtained from local historical societies, local libraries, Sanborn Insurance maps, common operations reports on various industries, and historical aerial photography can be useful in gathering information for this section.
- Additionally, information obtained from An EDR Standard Report Package containing an EDR Aerial Photo Decade Package Report, EDR Historical Topographic Map Report, Sanborn® Map Report, EDR Radius Map™ Report, and an EDR-City Directory Image Report is useful for this section.

Environmental History –

- This section should include any previous EPA pre-remedial and removal actions and any environmental investigations completed by the State.
- A table containing a chronology of those actions should be included in this section.

Summary and Conclusions

- This section should provide an equivalent of an executive summary in terms that a layperson can understand. It should contain information on the location, site use history, ownership, environmental history, and what the contaminants of concern are at the site.

- This section should also discuss if there has been a release to various media and specify what targets (receptors) are impacted by contamination of hazardous substances.
- There should be a concise explanation on whether this site poses a potential threat to the public, sensitive habitats, or ecological receptors. Explain the rationale behind it.

Example of the final paragraph in the Summary and Conclusion Section:

Based on the available information obtained as part of the SI, a release of hazardous substances has been confirmed to the surface water migration pathway. A palustrine emergent wetland has been identified from documentation to occur within the zone of contamination and recreational fishing has been documented to occur at the site during site visits and sampling events; thus, the surface water migration pathway is considered a significant pathway of concern. The potential exists for the public to catch and eat fish which may have been exposed to sediments contaminated with hazardous substances such as PAHs, PCBs, and mercury originating from the site. The site may pose a potential threat to sensitive habitats such as wetlands and to ecological receptors.

Figures

Tables

Appendices (Include all relevant information from the Site: Historic Documents, Validated

Analytical data, Photographic Documentation and data validation reports)

Appendix B – Human Health Risk Assessment Guidance

This is a brief, screening-level assessment designed to provide risk information and context that might not be otherwise captured in the SI / HRS scoring process. It is based on Superfund risk assessment guidance but is an independent evaluation separate from HRS scoring.

1. INTRODUCTION

Briefly note any patterns in data (qualitative): how widespread contamination is, where highest/lowest concentrations occur, possible hot spots, whether any great discrepancies are noted in total vs dissolved samples, any obvious connections between detected chemicals and site history (general connections to site history, such as PCBs at transformer sites, lead at shooting ranges, CCA or PCP at wood treating sites, etc.).

Describe the current and future land uses.

2. DATA SCREENING

Part 1

For the most sensitive receptor (usually residential), compare maximum concentrations per exposure unit / medium to RSLs at HQ of 0.1 and CR of 1E-6. For surface water, the screening value can be either the tap water X 10 or the number generated by the RSL surface water calculator. For sediment, the screening value can be either the residential soil RSL x 10 or the RSL calculator. For VI issues, the VI calculator can be used to generate VISLs. Evaluate each residential well individually.

WVDEP Note: WV De Minimis values will be used when they are more conservative than RSL and in the case that there is no RSL value when applicable.

For lead, simply compare to the screening levels; the Adult Lead Model (ALM) may be used for industrial sites and the Integrated Exposure Uptake Biokinetic Model (IEUBK) may be used for residential sites. However, note that the Lead regulations and guidance are currently in a state of flux due to updates of the Blood Lead Reference Value (BLRV) by the CDC. Extra caution should be taken to follow current EPA and state policies regarding Lead, which should be coordinated with both the EPA and state Toxicologists.

[Sample language:

A conservative comparison of maximum concentrations to risk-based screening levels was performed. No concentrations exceeded the screening levels; therefore, these data do not indicate human health concerns for the identified receptors at the sampled locations.

OR

A conservative comparison of maximum concentrations to risk-based screening levels was performed. The chemicals whose concentrations exceeded these preliminary screening levels were subjected to further assessment as described below.]

Part 2 (if necessary)

For any chemical that exceeds the RSL or WV De Minimis, perform the following calculation:

Maximum concentration / Site risk = RSL / RSL Risk

solving for Site Risk, that is:

Site risk = (Maximum concentration x RSL Risk) / RSL

Then sum Site Risks per exposure unit.

Note: For purposes of this risk assessment, chemicals that receive this screening are not limited to those that exceed 3 X background. The samples used as background for HRS purposes may also be evaluated, depending on the conceptual model for the site and the needs of the project manager.

Report whether these screening “Site Risks” exceed an HI of 0.5 or a cancer risk of 5E-5 and, if so, which chemicals caused these exceedances.

[Sample language:

A screening-level risk assessment was performed using the same assumptions that are used to generate RSLs. Ordinarily the acceptable HI would be 1 or less, and the acceptable cancer risk would be 1E-6 to 1E-4 (or less). Because the RSLs are simplified risk calculations and do not incorporate full chemical-specific analyses, a target HI of 0.5 and an upper limit for the cancer risk of 5E-5 were used at this step of the SI to account for this uncertainty.

AND

None of the exposures yielded an HI above 0.5 or a cancer risk of 1E-6, indicating that risks are anticipated to fall within the acceptable range for the sampled locations.

OR

The following chemicals were associated with an HI above 0.5 and/or a cancer risk above 5E-5: _____. This simple screening does not mean that adverse human health risks will occur. However, it is an indication that further evaluation of the site may be warranted.]

Part 3 (if necessary)

List MCL exceedances, if any.

Part 4 (if necessary)

Discuss the results of any blood-lead modeling. The original Lead Action Levels were based on a BLRV of 10 µg/dL, but the CDC has adjusted the BLRV to 5 µg/dL in 2012 and 3.5 µg/dL in 2021. Any use of the ALM or IEUBK models will need to first determine the relevant BLRV to use in the model. Generally speaking, the use of 5 ug/dL is acceptable in either model but the 3.5 ug/dL has limitations in the models due to the limited ability of the models to effectively mimic the biokinetics at lower concentrations. Additionally, since the Lead Action Levels are based on the older 10 ug/dL BLRV, the residual risks associated with those levels will likely exceed the acceptable risks associated with the updated BLRVs. Thus, care should be taken to consult both the EPA and state Toxicologists to determine how best to assess the risks associated with Lead at the site.

Part 5 (if necessary)

When streamlined risk results exceed the acceptable criteria (e.g., HI > 0.5, CR > 5E-5) for current exposures, or when individual residences are being evaluated, a more detailed site-specific assessment may be requested. Consult with project manager for further guidance.

3. UNCERTAINTIES AND DATA GAPS

Acknowledge uncertainties (conservative nature of screening process, simplified shower model, some chemicals may be due to background, etc.).

[Sample language:

The screening processes used here are conservative and simplified, and therefore are associated with uncertainty. The intent is to bias any estimates high to ensure protectiveness. It should be noted that the following chemicals have no obvious connection with the site history and may be due to background, although a detailed background comparison was not performed: _____.]

Note that if exceedances of acceptable risk are limited to chemicals that are suspected to be attributable to background, that can be discussed here. For purposes of this section, consideration of background is not limited to 3 X background.

Discuss any “borderline” cases. For example, if the HI only slightly exceeds 0.5 or the cancer risk only slightly exceeds 5E-5, the overall site conditions (e.g., site history, possible attribution to background, absence of significant data gaps, etc.) may warrant the site to be considered acceptable overall.

Briefly indicate any data gaps (areas likely to have high contamination that were not sampled; media that were not sampled but are suspected to be contaminated; additional

chemicals that should be considered such as PFAS, 1,4-dioxane, hexavalent chromium, dioxins/furans, etc.).

If applicable, note any other issues of particular interest or relevance that have not already been discussed.

4. CONCLUSIONS AND RECOMMENDATIONS

Summarize whether any chemicals exceeded screening levels.

Note: For any residential wells, public water supplies, indoor air, or residential/school/day-care yards with an HI above 1 or a cancer risk above 1E-4, or lead above the Action Level, immediately notify the SAM for possible removal assessment.

**Former Libbey-Owens Ford Plant
57th Street and MacCorkle Avenue
Charleston, Kanawha County
WVD005008412**

Task 1	Cost Proposal				
	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Cost</u>
Site Visit	Senior Scientist/Geo.	8	hours	\$148.00	\$1,184.00
	Project Scientist/Geo.	8	hours	\$114.00	\$912.00
Task 1 Total:					\$2,096.00
Task 2	Senior Scientist/Geo.	8	hours	\$148.00	\$1,184.00
	Develop SAP	32	hours	\$114.00	\$3,648.00
	CADD	4	hours	\$98.00	\$392.00
Task 2 Total:					\$5,224.00
Task 3	Senior Scientist/Geo.	48	hours	\$148.00	\$7,104.00
	Site Assessment	96	hours	\$114.00	\$10,944.00
	Project Scientist/Geo.	88	hours	\$98.00	\$8,624.00
	Staff Scientist/Geo.	10	day	\$128.00	\$1,280.00
	Vehicle	1	lump sum	\$29,100.00	\$29,100.00
	EnviroCore Drilling	20	drums	\$150.00	\$3,000.00
	Non-Haz IDW Disposal	2	trips	\$175.00	\$350.00
	Non-Haz IDW Transport	1	lump sum	\$1,255.00	\$1,255.00
	Field Equipment	8	man-day	\$50.00	\$400.00
	Miscellaneous disposables	5	each	\$30.00	\$150.00
	Sample Coolers	5	lump sum	\$350.00	\$1,750.00
Sample Shipment					
Task 3 Total:					\$63,957.00
Task 4	Senior Scientist/Geo.	40	hours	\$148.00	\$5,920.00
	ESI Report	24	hours	\$114.00	\$2,736.00
	Project Scientist/Geo.	24	hours	\$98.00	\$2,352.00
	Staff Scientist/Geo.	6	hours	\$98.00	\$588.00
CADD					
Task 4 Total:					\$11,596.00
Project Total:					\$82,873.00

Heather Metz

Heather A. Metz, LRS
Environmental Services Manager