



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: 04-27-2021

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 DEP2100000026 1	Procurement Folder:	850440
Document Name:	EOI: South Charleston Landfill Expanded Site Investigation	Reason for Modification:	Award of CRFQ DEP2100000017
Document Description:	EOI: South Charleston Landfill Expanded Site Investigation		
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: VC0000012740 TECHLAW INC 2208 WARWOOD AVE WHEELING WV 26003 US Vendor Contact Phone: 304-9070621 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Rose J Taylor Requestor Phone: (304) 926-0499 Requestor Email: rose.j.taylor@wv.gov 21 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#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

Purchasing Division's File Copy

Total Order Amount: \$48,727.64

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <u>Linda Harper 4/29/2021</u> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <u>5/5/2021</u> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <u>Robert M. Hager III 5/10/2021</u> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The Vendor, TECHLAW INC, agrees to enter into a contract with the agency, The West Virginia Department of Environmental Protection, to provide environmental consulting services to complete an Expanded Site Investigation (ESI) at the South Charleston Landfill site in Kanawha County, West Virginia all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	48727.64
Service From	Service To	Manufacturer		Model No	
2021-05-01	2022-04-30				

Commodity Line Description: EOI: Engineering Design Services

Extended Description:

Professional Engineering Services Contract
South Charleston Landfill
Expanded Site Investigation

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: This Contract becomes effective on _____ and the initial contract term extends until _____.

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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **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.

☐ **Other:** See attached _____

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 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.

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 a 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 below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **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.

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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 and must include the State as an additional insured on each policy 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 or not that insurance requirement is listed in this section.

Vendor must maintain:

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

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

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000 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.

☒ Aggregate \$2,000,000.00

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. [Reserved]

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

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: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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 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.

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 with regard to 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: 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. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

Revised 03/15/2021

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

43. 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 or 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.

44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

45. 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.

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.



(Name, Title)
Judith Manley, Director of Contracting

(Printed Name and Title)
14840 Conference Center Dr., Suite 200, Chantilly, VA 20251

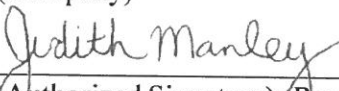
(Address)
703-818-3233 / 703/818-8813

(Phone Number) / (Fax Number)
judy.manley@techlawconsultants.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

TechLaw Consultants, Inc., dba TechLaw

(Company)


(Authorized Signature) (Representative Name, Title)
Judith Manley, Director of Contracting

(Printed Name and Title of Authorized Representative)
March 16, 2021

(Date)
703-818-3233 / 703/818-8813

(Phone Number) (Fax Number)

Proposed Work Plan
Expanded Site Investigation –South Charleston Landfill (SEMS # WVD980538243)

Proposal Contact:

Joe Carter
Senior Consultant
TechLaw
joe.carter@techlawinc.com
(304) 907-0621 (Office)
(304) 830-1443 (Cell)

Submitted To:

Jason S. McDougal
Program Manager-Superfund and Federal
Facilities Restoration
West Virginia Department of Environmental
Protection
Office of Environmental Remediation



TechLaw is pleased to provide this Work Plan for conducting an Expanded Site Investigation (ESI) at the South Charleston Landfill (SEMS # WVD980538243) site located in Kanawha County, West Virginia. As noted in the cover letter, TechLaw's Cost Proposal is provided as a separate attachment.

TechLaw is a client-focused environmental consulting firm with a long history of successfully working for State environmental agencies, including WVDEP, as well as the U.S. Environmental Protection Agency (EPA). We have more than 35 years of experience related to RCRA and CERCLA program requirements, including more than 1,000 Environmental Site Assessments and Expanded Site Investigations. As demonstrated in this Work Plan, this background will provide WVDEP with the expertise needed to effectively and efficiently carry out all necessary tasks.

BACKGROUND AND PROJECT UNDERSTANDING

Location and Site History

The South Charleston Landfill site is located off Route 7 in South Charleston, Kanawha County, West Virginia. The South Charleston Landfill began operations in June 1949. The landfill accepted both industrial/chemical and municipal wastes on a 30-acre lot between June 1949 and 1963; and possibly as late as the mid-1970s. The companies involved include Monsanto Technical Center in South Charleston, Union Carbide Corp., Union Carbide Institute Plant, and Union Carbide South Charleston Plant. Monsanto reported disposing of 274,074 cubic yards of plant waste from 1961 to 1963. During this period, Monsanto was manufacturing 2,4,5-trichlorophenoxyacetic acid and generating a by-product in trace amounts, 2,3,7,8-tetrachlorodioxin. Union Carbide has records indicating that "20 hundred tons" of wastes (from three of their facilities) that include heavy metals, insecticides, herbicides, solvents, phenols, and other organics, were received by the Site between 1949 and 1963. A 50-acre lot was permitted in the mid-1970s to accept municipal waste only. The Landfill was closed on August 26, 1986. The



Landfill is currently in post-closure monitoring phase under West Virginia's Landfill Closure Assistance Program (LCAP).

The site has a long history of assessment activities. The most recent document in WVDEP files for the South Charleston Landfill is an Executive Summary Report from 2007. More-recent LCAP files may be available for the South Charleston Landfill.

Project Understanding

TechLaw understands that an Expanded Site Investigation (ESI) is to be performed at the South Charleston Landfill Site to evaluate and document current environmental conditions and to determine actual or potential threats to human health and the environment posed by the Site. The ESI will focus on evaluating the surface water pathway that includes threats to nearby drinking water, human food chain (e.g. fisheries), and environment (e.g. wetlands, sensitive environments). The investigation will include collection of surface water and sediment samples within the hazardous substance migration path at and downgradient of the landfill. Samples will additionally include representative background locations. Project work will be coordinated with the WVDEP-OER and include a file review to identify data gaps, planning, surface water and sediment sampling, sample analysis, data management, reporting, and other associated activities. Findings from the ESI will be presented a final report for the Site and include an *HRS Quickscore* and a *Confidential Recommendations Memo*.

WORK PLAN

Task 1 – Site Visit

Within 15 days of receiving notice to proceed, TechLaw will complete a file review to identify data gaps and coordinate with WVDEP to both schedule and conduct the Site Visit. It is understood that a WVDEP representative will accompany TechLaw reconnaissance personnel at a minimum during the initial site visit. The site visit will include accessing the South Charleston Landfill to evaluate the layout of the historical source area for conducting the ESI. Additionally, the Site Visit will include conducting a windshield assessment and/or walkthrough of associated potential surface water migration pathways. Observations, potential sample locations, and other information obtained during the site visit will be documented and used to support planning and drafting of the Sampling and Analysis Plan (SAP), which is described under Task 2 below. TechLaw's Project Manager and Environmental Scientist or designee will conduct the site visit during a one-day period coordinated with the WVDEP.

Task 2 – Develop a Sampling and Analysis Plan for the Site

TechLaw will draft a Sampling and Analysis Plan (SAP) for the site that will follow the format of the Sampling and Analysis Plan – *Guidance and Template v.4 General Projects* dated May 2014. This format combines the basic elements of a Field Sampling Plan (FSP) and Quality Assurance Project Plan (QAPP). The SAP will include applicable goals and objectives consistent with the State and Federal guidance documents listed in the Scope of Work (SOW) for Task 2 provided by WVDEP in the EOI. During the SAP preparation process, at least one



meeting with the OER PM will be conducted at either the Charleston, WV, or Fairmont, WV office.

The SAP will describe the history, current ownership, and current use at the Site and will document the objectives for the sampling activities to be performed. Data quality objectives (DQO) and data validation levels will be provided. The plans will describe the data management effort that will be conducted by TechLaw using SCRIBE® sample management software and include media-specific compounds inclusive of historically identified contaminants of concern (COCs), and associated quantitation limits and action levels. Descriptions and geo-referenced maps identifying sample locations, sampling rationales and sampling procedures for each media type will be provided. The SAP will include preliminary information for the surface water pathway. TechLaw does not anticipate the groundwater, soil or air pathways will be evaluated. Figures will be incorporated into the SAP that identify target distance limits (TDLs) for surface water, including estimated population using downstream water intakes, fisheries, threatened and endangered species, flooding potential, wetland acreage, etc. It is anticipated that samples will be collected from surface water, sediment, and leachate matrices. The sampling design will be structured to meet the standards of quality to support HRS evaluation and human health and ecological risk assessment. The analytical detection limits will be compared to both human health and ecological screening levels for COCs to produce data that can be used to support respective risk assessments. TechLaw proposes that dioxins and polychlorinated biphenyls (PCB) analyses include results for congeners that are important for human health and ecological risk evaluation. The SAP will include descriptions of decontamination methods, sample containers, preservatives, investigation-derived waste (IDW) management, and quality control (QC) procedures. Additionally, TechLaw will prepare the site-specific Health & Safety Plan (HASP) in accordance with OSHA 29 CFR 1910.120 and submit the HASP with the SAP to WVDEP.

Task 2 – Site Assessment

Task 2 -Site Assessment involves SAP implementation, which is described in the subtasks below that together make up the ESI activities. A breakout and description of the work to be performed for each of the subtasks is provided below. Refer to the attached Cost Proposal for the estimated hours and costs corresponding to the subtasks.

Subtask - Laboratory Analytical Services Coordination

Prior to performing fieldwork, the TechLaw Chemist will complete an Analytical Request Form (ARF) and submit it to the OER PM for review and approval. Upon approval of the ARF, TechLaw will arrange for sample analysis through coordination with EPA Region 3's Client Services Team (CST), who will provide the Case Numbers and laboratory assignments for the Sites. For analytical methods not within the SOW for EPA's Region 3 laboratory or CLP laboratories, a Tier IV Case Number will be provided. TechLaw will subcontract Tier IV laboratory services and associated third party data validation services where requested by the CST. It is anticipated that IDW samples will undergo analyses by a Tier IV laboratory. Laboratory services coordination will be conducted by TechLaw's Laboratory Assistance Team (LAT) personnel, who have extensive experience and expertise in laboratory analytical methods and with procuring EPA, State, and/or private laboratories. TechLaw will review



laboratory data and coordinate with the CST or Tier IV laboratory on any issues identified in the electronic data deliverables (EDDs) or data validation packages provided. Data management will be performed by TechLaw using SCRIBE® software into which environmental and laboratory data will be uploaded and managed.

Subtask - Property Owner Coordination/Obtain Right of Entry

During pre-planning activities and prior to performing fieldwork, the TechLaw PM and Environmental Scientist will identify and make initial contact with property owners via phone calls to obtain right-of-entry to conduct sampling activities. The work will include identifying property owners using online resources such as the Kanawha County Assessor's Office mapping services, contacting and providing the owner with the OER Right-of-Entry form for completion and signature. TechLaw will coordinate with the OER PM on the progress of these activities and/or when initial attempts to obtain access from an owner were unsuccessful; and work with the OER PM to determine next steps in the process.

Subtask - Sampling Logistics and Procurement

The TechLaw PM will supervise the procurement of equipment, materials and supplies to be used during ESI sampling activities. The quantities to be acquired will be evaluated and the field team will be properly equipped to conduct sampling activities. Sampling logistics will be organized to provide efficient completion of fieldwork. TechLaw will have sample coolers, sample containers, preservatives, personal protective equipment (PPE), expendables, sample packaging and shipping materials, chain-of-custody, field data sheets, logbooks, sampling implements, and decontamination supplies to conduct the field activities. Equipment rentals will include a sub-meter global positioning system (GPS) transceiver.

Subtask – Project Meetings with OER PM

Based on the EOI SOW, a minimum of four meetings will be scheduled to be conducted between the OER PM and TechLaw. These include meetings to be held during SAP preparation, during the Site Assessment, prior to submittal of the Draft Final Report/Draft Confidential Recommendation Letter, and prior to the submittal of the Final Report/Letter. The meetings will be held at the WVDEP office either in Charleston, WV, or in Fairmont, WV as determined by the OER PM. TechLaw anticipates that these meetings will be on average approximately two hours each and will be attended by the PM and Environmental Scientist or designee. A summary of meeting topics and outcomes will be drafted by TechLaw and provided to the OER PM after each meeting.

Subtask – Labor Travel Costs

Travel costs include travel time as labor to and from the mobilization point of Wheeling, WV, to the Sites.

Subtask -Conduct Field Sampling Investigation

Multi-media sampling will be conducted by a team of two TechLaw personnel during a single field event. Each member of the team will have up-to-date 8-hour annual OSHA training, 40-hour OSHA HAZWOPER training, and medical monitoring. The activities will be conducted in accordance with the approved SAP by the Project Manager and an Environmental Scientist.



The estimated total number of samples include those to be collected from within the surface water TDL and at background locations. The Site source areas identified in the EOI includes the South Charleston Landfill only. An estimated total of up to 14 surface water, 14 sediment, and 3 leachate samples will be collected during the event. These quantities do not include quality control samples such as duplicate samples, trip blanks, field blanks, etc. Based on available COC information from Site files, TechLaw will request chemical analysis on all samples to include CLP Target Analyte List (TAL) semivolatile organic compounds (SVOCs), polycyclic aromatic hydrocarbons by selected ion monitoring (PAHs by SIM), chlorinated biphenyl congeners (PCBs), pesticides (PEST), chlorinated dibenzo-p-dioxins and dibenzo-p-furans (CDD/CDF), and metals and mercury. Each sample location will be photographed, described in the Site logbook, and its position documented using a GPS field unit from which the measurements can be differentially corrected to within plus or minus 5-meter accuracy. The sampling team will generate sample labels, tags and chain-of-custody records in the field using EPA's SCRIBE® sample management software and ship samples from the field via overnight courier to the laboratories. The TechLaw PM or designee will communicate with the EPA CST on a daily basis during sampling activities and provide shipment notifications to the designated contacts and the OER PM. The work will require an estimated two 12-hour days to complete the sampling activities that will include shipping samples from the field.

Task 3 – Final Report

After completion of Tasks 1 and 2 above, TechLaw will prepare a Final Report in the format of a Site Inspection report, and provide a Confidential Recommendations Letter and an HRS Quickscore for each Site in accordance with the applicable USEPA guidance listed in the EOI. The submittal will initially be provided to the OER PM and USEPA Region 3 PM in draft for review and comment. The comments received on the draft report will be addressed and the final submittal will be delivered to the Agencies. During the preparation, at least two meetings will be held with the OER PM: one before submittal of the Draft Report/Letter, and one before submittal of the Final Report/Letter. The Final Reports will include the content listed and described in the EOI SOW for Task 3 and include specific information related to the surface water, groundwater, and soil exposure pathways. The Confidential Recommendations Letter will summarize the findings from the Site inspection and include the HRS score and rationale to support the score.



Cost Summary

April 20, 2021

South Charleston LF

Expanded Site Investigation West Virginia Department of Environmental Protection-OER

EOI Smith Creek South Charleston Landfill Cost Breakdown

Tasks	Cost
Task 1 - Initial Site Visit (with Private Well Survey)	\$ 2,957.08
Task 2 - Develop a Sampling and Analysis Plan	\$ 8,470.00
Task 2 - Site Assessment	\$ 26,550.55
Task 3 - Final Report	\$ 10,750.00
Total Cost	\$ 48,727.64

NOTES

- 1) The consultant shall be responsible for the cost of sample cooler shipping and will provide all other miscellaneous field materials and equipment including personal protective equipment (PPE), disposables, sample cooler packing materials, labels, chain of custody forms, and limited 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 will be the responsibility of consultant. (Task 2. Bullets 3 and 4 (Task 2. B3 & B4))
- 2) 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 (Task 2.B5)
- 3) 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. (Task 2.B6)
- 4) Analytical data interpretation for disposal and IDW management will be the responsibility of the consultant. (Task 2.B7)
- 5) Direct cost, Other direct costs (ODCs) and any indirect costs shall be incorporated into the above unit prices.
- 6) The quote shall be accompanied by a breakdown of cost per line item.
- 7) The WVDEP may exercise the options at any time during the performance of this delivery order. The Government will provide at a minimum a ten (10) calendar day notice prior to exercising any options.



Proposed Rates and Pricing

April 20, 2021

South Charleston LF
Expanded Site Investigation West Virginia Department of Environmental Protection-OER

Proposed Rates (WVDEP SOW)

Labor Category	Rate/hr
Project Manager	\$ 110.00
Field Operations Manager	\$ 85.00
Hydrogeologist	\$ 95.00
Geologist	\$ 70.00
Chemist	\$ 75.00
Environmental Scientist	\$ 70.00
QA/QC Officer	\$ 100.00
Technician	\$ 60.00
Laborer	\$ 55.00
CADD Operator	\$ 80.00
Administrative	\$ 60.00

*Note all labor rates are below established GSA rate schedule by relevant category

Pricing Breakdown

Task 1 - Site Visit

Conduct Site visit and private well survey

Labor	Hours	Rate	Total
Project Manager	12	\$ 110.00	\$ 1,320.00
Environmental Scientist	12	\$ 70.00	\$ 840.00
Administrative	2	\$ 60.00	\$ 120.00
<i>Labor Total</i>			<i>\$ 2,280.00</i>
<i>Travel Costs</i>			<i>\$ 677.08</i>
Total - Task 1 Site Visit	26		\$ 2,957.08

Task 2 - Develop SAP

Develop Draft and Final SAPs

Labor	Hours	Rate	Total
QA/QC Officer	2	\$ 100.00	\$ 200.00
Project Manager	24	\$ 110.00	\$ 2,640.00
Hydrogeologist	2	\$ 95.00	\$ 190.00
CADD Operator	30	\$ 80.00	\$ 2,400.00
Environmental Scientist	40	\$ 70.00	\$ 2,800.00
Administrative	4	\$ 60.00	\$ 240.00
Total - Task 2 Develop SAP	102		\$ 8,470.00



Proposed Rates and Pricing

South Charleston LF
Expanded Site Investigation West Virginia Department of Environmental Protection-OER

Task 2 - Site Assessment

Subtask - Laboratory Analytical Services

	Hours	Rate	Total
Project Manager	2	\$ 110.00	\$220.00
Chemist	5	\$ 75.00	\$375.00
Administrative	2	\$ 60.00	\$120.00
Subtotal	9		\$715.00

Subtask - Property Owner Coordination/Obtain Right of Entry

	Hours	Rate	Total
Project Manager	4	\$ 110.00	\$ 440.00
Environmental Scientist	10	\$ 70.00	\$ 700.00
Administrative	2	\$ 60.00	\$ 120.00
Subtotal	16		\$ 1,260.00

Subtask - Sampling Logistics and Procurement

	Hours	Rate	Total
Project Manager	5	\$ 110.00	\$550.00
Environmental Scientist	4	\$ 70.00	\$280.00
Administrative	2	\$ 60.00	\$120.00
Labor Total	11		\$950.00
Equipment, Materials and Supplies		\$ 8,005.86	
Subtotal			\$8,955.86

Subtask - Project Meetings w/ OER PM

	Hours	Rate	Total
Project Manager	8	\$ 110.00	\$880.00
Environmental Scientist	8	\$ 70.00	\$560.00
Administrative	2	\$ 60.00	\$120.00
Labor Total	18		\$1,560.00
Travel		\$ 1,220.12	
Subtotal			\$2,780.12

Subtask - Labor Travel Costs

	Hours	Rate	Total
Project Manager	36	\$ 110.00	\$ 3,960.00
Environmental Scientist	30	\$ 70.00	\$ 2,100.00
Administrative	4	\$ 60.00	\$ 240.00
Subtotal	70		\$ 6,300.00

Subtask - Conduct Field Sampling Investigation

	Hours	Rate	Total
Project Manager	24	\$ 110.00	\$ 2,640.00
Environmental Scientist	24	\$ 70.00	\$ 1,680.00
Administrative	2	\$ 60.00	\$ 120.00
Total Labor	50		\$ 4,440.00
Travel Cost		\$ 2,099.57	
Subtotal			\$ 6,539.57

Total - Task 2 Site Assessment

	174		\$ 26,550.55
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Proposed Rates and Pricing

South Charleston, LF
Expanded Site Investigation West Virginia Department of Environmental Protection-OER

**Task 3: Final Report
Develop Draft and Final: ESI Report**

	Hours	Rate	Total
Project Manager	40	\$ 110.00	\$ 4,400.00
QA/QC Officer	2	\$ 100.00	\$ 200.00
CADD Operator	20	\$ 80.00	\$ 1,600.00
Environmental Scientist	42	\$ 70.00	\$ 2,940.00
Administrative	2	\$ 60.00	\$ 120.00
Subtotal	106		\$ 9,260.00

**Subtask Draft Confidential Recommendations Memo
and HRS Quickscore**

	Hours	Rate	Total
Project Manager	3	\$ 110.00	\$ 330.00
QA/QC Officer	2	\$ 100.00	\$ 200.00
Environmental Scientist	12	\$ 70.00	\$ 840.00
Administrative	2	\$ 60.00	\$ 120.00
Subtotal	19		\$ 1,490.00
Total - Task 3 Site Assessment	125		\$ 10,750.00

Travel Labor Breakout (est.)

Description	QTY	Persons	Mobe/ Denobe Hours	Total Travel Labor	PM	ES	Notes
Initial Site Visit	1	2	6	12	6	6	
SI Sampling	1	2	6	12	6	6	
Site Meetings	4	2	6	42	24	18	2 persons*3 Meetings + 1 person*1 meeting
Total				66	36	30	



ODCs, Travel and Subcontracts Costs

April 20, 2021

South Charleston LF
Expanded Site Investigation West Virginia Department of Environmental Protection-OER

Description	Inputs
<i>Location: Kanawha Co., West Virginia</i>	
Lodging	\$ 109.00
Per Diem	\$ 56.00
Rental Car (std. incl. tax & Fees)	\$ 56.00
Rental Truck/SUV (incl tax & fees)	\$ 64.00
Gas, cost per gallon	\$ 2.30
POV Mileage Rate	0.575
Distance: Wheeling to Site (mi); 3 hour travel time	190
G&A (ODCs/Travel)	0.18
G&A (Subcontracts)	0.03

Task

Task 1 - Site Visit					
Travel	Rate	Unit	# of units	Total	Description
Lodging	\$ 109.00	per night	2	\$ 218.00	2 persons/1 night
Per Diem	\$ 56.00	per day	3	\$ 168.00	2 persons, 1 field day+1 travel Day @0.75 pd ea day
Mileage	\$ 0.575	per mile	440	\$ -	380 mi mobe/demobe + 60 mpd
Rental Truck	\$ 64.00	per day	2	\$ 128.00	2 days
Fuel for Vehicle(s)	\$ 2.30	per gal	26	\$ 59.80	440 miles
Subtotal				\$ 573.80	
G&A				\$ 103.28	
Total Travel: Site Visit				\$ 677.08	
Task 2 - Site Assessment					
ES/ Sampling Event Travel	Rate	Unit	# of units	Total	Description
Lodging	\$ 109.00	per night	6	\$ 654.00	2 persons/3 nights
Per Diem	\$ 56.00	per day	7	\$ 392.00	2 persons*(2 field days + 1.5 Mobe and Demobe days)
Mileage	\$ 0.575	per mile	460	\$ -	380 rndtrp from Whg + 40 mi/day
Rental Cargo Van	\$ 360.00	per trip	1	\$ 360.00	Est \$20/day*4 days+\$0.60/mi@460 mi + Fees, (incl pack/unpack-2 days)
Rental Truck	\$ 64.00	per day	4	\$ 256.00	
Fuel for Vehicle(s)	\$ 2.30	per gal	51	\$ 117.30	460 mi ea. for Cargo Van and Truck (est)
Subtotal				\$ 1,779.30	
G&A				\$ 320.27	
Total Travel: Site Assessment				\$ 2,099.57	



ODCs, Travel and Subcontracts Costs

South Charleston LF
Expanded Site Investigation West Virginia Department of Environmental Protection-OER

<i>Project Meetings (4)</i>									
<i>Travel</i>				Rate	Unit	# of units	Total	Description	
Mileage				\$ 0.575	per mile	1520	\$ -	380 mi rndtrp from Whg x 4	
Rental Car				\$ 56.00	per day	4	\$ 896.00	four 1-day roundtrips	
Fuel for Vehicle(s)				\$ 2.30	per gal	60	\$ 138.00	15 gal/trip x 4	
Subtotal							\$ 1,034.00		
G&A							\$ 186.12		
Total Travel: Project Meetings							\$ 1,220.12		
<i>Multi-media Sampling/Monitoring Equipment</i>									
<i>Description</i>				Rate	Unit	# of units	Total	Additional Information	
Photo-Ionization Detector				\$255.00	week	1	\$ 255.00	MiniRae 3000 (10.6 eV)	
Sub-meter GPS Transceiver - Handheld				\$525.00	week	1	\$ 525.00	Trimble Pro XH 6000 or 7000 series	
Water Quality Meter				\$218.75	week	1	\$ 218.75	YSI Pro Plus w/quattro cable	
Subtotal							\$ 998.75		
G&A							\$ 179.78		
Total: Multi-media Sampling/Monitoring Equipment							\$ 1,178.53		
<i>Materials and Supplies</i>								See Materials and Supplies Detail	
G&A							\$ 5,785.88		
Total Materials and Supplies							\$ 1,041.46		
							\$ 6,827.33		
Total ODCs, Travel, and Subcontracts							\$ 12,002.64		

Materials and Supplies Detail

April 20, 2021

South Charleston LF
Expanded Site Investigation West Virginia Department of Environmental Protection-OER

MATERIALS & SUPPLIES

Supply Description	Est. Qty	Qty per Case	Cases Needed	Est. Cost per Case	Est. Cost
Bubble Wrap40-ml VOA	0	1000	0	\$ 87.00	\$ -
Bubble Wrap4 oz	0	1000	0	\$ 87.00	\$ -
Bubble Wrap8 oz	74	250	1	\$ 42.00	\$ 42.00
Bubble Wrap32 oz	148	450	1	\$ 106.00	\$ 106.00
Pint Ziplock	32	100	1	\$ 2.54	\$ 2.54
Qt. Ziplock	74	40	2	\$ 4.46	\$ 8.92
Gal. Ziplock	485	30	17	\$ 4.46	\$ 75.82
2.5 Gal Ziplock	10	12	1	\$ 3.50	\$ 3.50
2" x 4" Labels	494	250	2	\$ 13.79	\$ 27.58
Tags	247	50	5	\$ -	\$ -
5-gm or 4 oz Encore/Jar Soil VOA	0	20	0	\$ 135.00	\$ -
4-oz CWM Moisture	0	24	0	\$ 35.64	\$ -
4-oz CWM Septa	0	24	0	\$ 42.24	\$ -
8-oz CWM (0250-0015-QC)	74	12	7	\$ 27.12	\$ 189.84
40-ml Clear Closed Top 0040-0300-QC	24	72	1	\$ 95.04	\$ 95.04
1-L Amber	157	12	14	\$ 33.96	\$ 475.44
1-L Poly (34oz. Cyl Round Nat. 1000-1010-QC)	26	12	3	\$ 27.96	\$ 83.88
Gloves (TNT Nitrile) Lg	200	100	2	\$ 22.00	\$ 44.00
Aluminum Pans Deep (PTV-6050XH)	20	40	1	\$ 60.00	\$ 60.00
Batteries (AA, AAA,C)	8	4	2	\$ 8.00	\$ 16.00
Shipping+Return (for coolers & instruments)	24	-	46	\$ 87.00	\$ 4,002.00
Decon Towlettes	1	-	1	\$ 2.50	\$ 2.50
Paper Towels	4	-	1	\$ 10.00	\$ 10.00
Plastic Scoops	0	100	0	\$ 166.04	\$ -
Strapping Tape (ft)	696	984.6	0.71	\$ 38.87	\$ 27.48
Pine Chips (lg)	2	1	4	\$ 20.00	\$ 80.00
42 Gallon 3 mil Contractor Trash Bags	1	24	1	\$ 10.00	\$ 10.00
Stress Fluids	1	24	1	\$ 6.00	\$ 6.00
Sharpies	2	1	2	\$ 1.00	\$ 2.00
DIUF Water	1	1	1	143.34	\$ 143.34
Barrel 0.45 um Filter QED QuickFilter Inline	0	1	0.0	\$ 16.95	\$ -
Nalgene Filters 0.45 um (surf water) 09-740-40B	0	12	0	\$ 281.50	\$ -
Ice (7 lb bag)	48	1	48	\$ 1.50	\$ 72.00
Tubing for well Pump (Teflon lined bonded/foot)	0	1	0	\$ 1.50	\$ -
Cooler	10	1	10	\$ 20.00	\$ 200.00
Total					\$ 5,785.88





TECHHOL-01

GEORGENEPISCOTTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # CA#0658748

AHT Insurance
20 S. King Street
Leesburg, VA 20175

CONTACT NAME: Cheryl Brewster

PHONE (A/C, No, Ext): (703) 737-2207

FAX (A/C, No):

E-MAIL ADDRESS: cbrewster@ahtins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Underwriters at Lloyds London

15792

INSURER B: Federal Insurance Company

20281

INSURER C: Bankers Standard Insurance Company

18279

INSURER D:

INSURER E:

INSURER F:

INSURED

TechLaw Consultants, Inc.
14840 Conference Center Drive, Suite 200
Chantilly, VA 20151

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	ENVP0000310-20	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	73618757	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	ENVX0000272-20	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	71764171	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors and Omissions			ENVP0000310-20	9/30/2020	9/30/2021	Ea Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds Included: TLI Solutions, Inc.; Techlaw, Inc.; TLI-MMG Joint Venture LLC; TechLaw, Inc. d/b/a AlterEcho, Inc.; TechLaw Holdings, Inc.

WVDEP is included as an Additional Insured under General Liability, Automobile Liability and Umbrella Liability when required by written contract or agreement subject to the terms, conditions and limits as specified in the policy.

WVDEP is provided with a Waiver of Subrogation under General Liability, Automobile, and Workers Compensation when required by written contract or agreement subject to the terms, conditions and limits as specified in the policy. 30 Day Notice of Cancellation

CERTIFICATE HOLDER

WVDEP
601 57th St. SE
Charleston, WV 25304

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE