



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: 04-06-2022

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 DEP2200000031 1	Procurement Folder:	1010840
Document Name:	EOI: Poca Dioxin Landfill	Reason for Modification:	
Document Description:	EOI: Poca Dioxin Landfill		
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: VS0000011254 ENVIRONMENTAL STANDARDS INC 1140 VALLEY FORGE RD PO BOX 810 VALLEY FORGE PA 19482 0810 US Vendor Contact Phone: 610-935-5577 Extension: 406 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: Jessica S Chambers Requestor Phone: 304-926-0499 Requestor Email: jessica.s.chambers@wv.gov 22 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 DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV 25304 US

4-12-22 Box

Total Order Amount: \$88,166.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: Linda Harper 4/12/2022 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: John S. Graw ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 4/13/2022 ELECTRONIC SIGNATURE ON FILE
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4/13/2022

Extended Description:

The Vendor, Environmental Standards, Inc., agrees to enter into a contract with the agency, The West Virginia Department of Environmental Protection, to provide a preliminary assessment for the Poca Dioxin Landfill located in Poca, West Virginia per the specifications, terms and conditions, and the vendor's negotiated scope dated 4/1/2022 all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	88166.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: EOI: Professional Engineering Services

Extended Description:

Professional Engineering Services Contract Poca Dioxin Landfill

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 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 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:** Contract Term specified in _____
Revised 02/08/2022

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.

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 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:

☐ **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 that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: 1,000,000.00 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.

☐☐☐☐

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: 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.

☐ 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 <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. 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 hearth, 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 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.

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 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.

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.

**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.

 LRS/Principal Chemist

(Name, Title)
Lydia M. Work, LRS/Principal Chemist

(Printed Name and Title)
2501 Chapline St., Box 6562, Wheeling, WV 26003

(Address)
304-552-1442

(Phone Number) / (Fax Number)
lwork@envstd.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.

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.

Environmental Standards, Inc.

(Company)

 Lydia M. Work, Principal Chemist

(Authorized Signature) (Representative Name, Title)

Lydia M. Work, Principal Chemist

(Printed Name and Title of Authorized Representative)

February 14, 2022

(Date)

304-552-1442

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

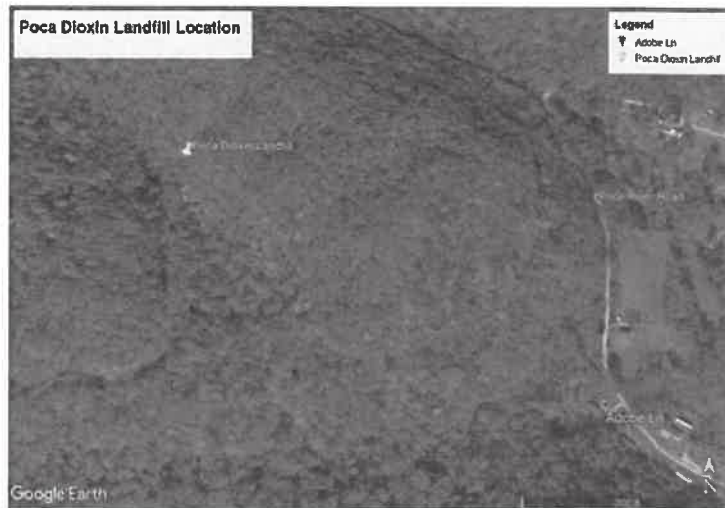
Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

WORK PLAN AND COST PROPOSAL

POCA DIOXIN LANDFILL (SEMS EPA ID# WVSFN0305491) SITE INSPECTION



April 1, 2022

Prepared for:

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Prepared by:



ENVIRONMENTAL STANDARDS, INC.

2501 Chapline Street, PO Box 6562

Wheeling, WV 26003

Phone: 304-552-1442



April 1, 2022

Ms. Emily E. Bumgarner, P.E.
Remedial Project Manager
Department of Environmental Protection
601 57th Street SE
Charleston, WV 25304
emily.e.bumgarner@wv.gov

RE: Work Plan and Cost Proposal
Poca Dioxin Landfill Site
SEMS EPA ID# WVSFN0305491
Poca, Putnam County, West Virginia


Dear Ms. Bumgarner:

Environmental Standards, Inc. (Environmental Standards) is pleased to provide the attached Work Plan and Cost Proposal to perform site inspection activities at the Poca Dioxin Landfill Comprehensive Environmental Response, Compensation, and Liability Act Site, in Poca, Putnam County, West Virginia.

Environmental Standards appreciates the opportunity to provide these services to the West Virginia Department of Environmental Protection.

Should you have any questions regarding this Work Plan and Cost Proposal, please do not hesitate to call us at 304-552-1442 or 610-935-5577.

Sincerely,



Lydia M. Work, LRS
Principal Chemist
work@envstd.com

LMW
Enc.

WORK PLAN

TASK 1: FILE REVIEW AND SITE VISIT

Ms. Work, our Project Manager, will meet with the WVDEP, OER Project Manager at their office or virtually (dependent on current pandemic policies) prior to beginning work to verify project tasks, objectives, and timelines. A review of past activities and assessments will be conducted by obtaining files through a freedom of information request to WVDEP and US EPA. The review of previous investigations, available field and analytical data, other site documents and the identification of potentially complete pathways (private wells, monitoring wells, surface water and sediment runoff, *etc.*) will be performed

Environmental Standards will identify any potential conflict of interest (COI), and then provide a COI disclosure to the WVDEP, OER Project Manager, as per applicable US EPA COI criteria.

- We have already verified there is no COI.

Access agreements will be drafted for sampling on private properties (both the site and identified private well owners in the target distance limit) whether owned by citizens or businesses, to have on hand during the site visit.

As part of the file review and evaluation, and as requested in the EOI, Environmental Standards will expand on recommendations from the Trip Report prepared for the USEPA by Weston in April of 1999, including:

- Update potentially complete human health and environmental contaminant pathways (*i.e.*, private wells, source water protection areas, others)
- Identify possible sources of dioxin entering the Kanawha River
- Identify data gaps as it relates to the Poca Dioxin Landfill being a source of contamination to the Kanawha River

Once the file review and COI are completed, Ms. Work, our Project Manager, will schedule a site visit meeting with the WVDEP, OER Project Manager. During the site visit, we will:

- review mapping developed by Environmental Standards,
- walk the property,
- document the current condition of the Site with photographs and field notes,
- discuss previous investigations,
- discuss areas of concern,
- outline the strategy for a Sampling and Analysis Plan (SAP), and
- verify project objectives and timelines with WVDEP.

TASK 2: DEVELOPMENT OF A SAMPLING AND ANALYSIS PLAN (SAP)

Task 2A, Private Landowner Contact/Desktop Well Surveys/Access Agreement

Environmental Standards will engage in initial contact with property owner(s) to obtain right of entry for field sampling. This effort will include telephone calls and providing a access agreement form to be signed by the property owner(s). With WVDEP, Environmental Standards

will coordinate an executed access agreement with the current property owner(s) and maintain the agreement as part of the project record.

Environmental Standards will also conduct desktop surveys prior to SAP development. These activities will include:

- A private well survey within a 4-mile Target Distance Limit
- Identify surface water intakes within a 15-mile Target Distance Limit
- Identify sensitive environments that could realistically be impacted by a potential release from the site

Task 2B, Plan Documents: FSP, QAPP, HASP

Based on the results of previous work at the site and the site visit, Environmental Standards will develop the SAP. The SAP is made up of three components: a field sampling plan (FSP), quality assurance project plan (QAPP), and health and safety plan (HASP). 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 meet the requirements found in 40 CFR 300.420(c).

During the SAP preparation process, at least one meeting with the OER PM will be conducted.

The SAP will be developed to meet the goals and objectives in the guidelines outlined in the November 4, 2021 EO Solicitation.

The site-specific FSP 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 83 West Virginia State Plane Coordinates.
- Environmental media to be collected.
- Compounds and/or analytics and their required action limit concentrations to be measured, in each applicable media at each sample location.
- Use of contract laboratory program (CLP) or WVDEP contract laboratory.
- Level of data validation.
- Field sampling methods as per *USEPA Contract Laboratory Program Guidance for Field Samplers, EPA-540-R-00-003, August 2004*.
- 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 would be approved by the USEPA Region III Project Manager prior to sampling.*

The Draft SAP will reflect the use of the USEPA FORMS II Lite computer software program at the site, which will be used to manage field operations and sample management during the site assessment activities. The SAP will incorporate USEPA accepted QAPP requirements as well as the WVDEP Quality Assurance Program Plan for the WVDEP OER CERCLA (Superfund) Program.

Environmental Standards will prepare the site-specific HASP in accordance with the federal requirements of *Title 29, Labor; Chapter 17, Occupational Safety and Health Administration (OSHA), Department of Labor; Part 1910, Occupational Safety and Health Standards; Subpart 120, Hazardous Waste Operations and Emergency Response* (HAZWOPER regulations).

Environmental Standards will submit a copy of the Draft SAP report to the OER PM and USEPA Region III PM for review. Based on any comments received, the SAP may be revised, and one copy of the Final SAP will be submitted (in an electronic copy, PDF format) to the OER PM and USEPA Region III PM for formal approval.

TASK 3: SITE ASSESSMENT ACTIVITIES

During this phase of the project, Environmental Standards will implement the approved SAP and perform the field investigations as per the applicable USEPA and WVDEP guidance documents. The HASP will be reviewed with all team members prior to beginning work and will be maintained on-site during work activities.

Prior to performing fieldwork, Environmental Standards 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). We will provide all coordination and interaction with the USEPA Region III CST points of contact before, during, and after the field-sampling event.

Environmental Standards will sample based on constituents of potential concern (COPCs) identified in previous reports.

Task 3A, Private Well Sample Collection

Based on the findings during Task 1, site visit, and Task 2, desk top survey, Environmental Standards will undertake the collection of water samples from residential private wells, if required. No more than four private wells will be collected as part of this scope of work.

Task 3B, Groundwater Monitoring Installation and Development

Environmental Standards will undertake the task of groundwater monitoring well installation and development, if needed. The scope of work estimates five groundwater monitoring wells at a approximate depth of 30 feet below ground surface, each. A West Virginia licensed driller will install and develop the wells according to WV 47CSR60.

Task 3C, Site Investigation

At the completion of Task 3B, a minimum of two weeks will be allowed to pass for the groundwater monitoring wells to achieve stabilization. Afterwards, Environmental Standards will mobilize to the Site and undertake sampling activities in the approved SAP. The site assessment activities may include:

- Groundwater monitoring well sampling
- Surface soil and subsurface soil sampling
- Surface water sampling

- Surface water sediment sampling
- Waste characterization

Environmental Standards assumes responsibility for ordering, storing, and purchasing sample coolers, glassware, and preservative requirements for the field sampling effort. We will be responsible for the cost of sample cooler shipping. It is understood that the USEPA Region III CST will provide the required custody seals and sample container tags.

Environmental Standards will provide:

- Field materials and equipment (i.e., personal protective equipment (PPE), disposables, sample cooler packing materials, labels, chain of custody forms, and limited field sampling equipment).
- 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.
- Approved DOT containers and labels for storage of on-site investigative-derived waste (IDW).
- A laptop computer and printer at the site during the field activities to support the USEPA FORMS II Lite field operations and sample management software program. Communicate with the appropriate USEPA CLP contacts daily during field sampling activities, as per CLP requirements.

The cost of field equipment (i.e., 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 Environmental Standards. Environmental Standards 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, analytical data interpretation for disposal, and IDW management will be the responsibility of Environmental Standards.

Samples of waste material, debris, and contaminated media will be obtained, which have up to date 8-hour annual OSHA training and 40-hour OSHA HAZWOPER training and medical monitoring.

As per USEPA Region III guidelines, each field sampling point will be documented 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 camera will be made during the Site Assessment.

At least one meeting with the OER PM will be conducted during the site assessment phase.

TASK 4: SITE INSPECTION REPORT/FINAL REPORT

Environmental Standards will submit a Final Report in the form of a Site Inspection (SI) Report to the OER PM and USEPA Region III PM for review and comments, which will include the following minimum content:

- Introduction
- Site Description and History
- Current Site Investigation description
- Field observations
- Deviations from the approved SAP
- Field data
- Bore/Well logs
- Certifications of Subcontractors
- Shipping documentation
- Photo documentation
- Analytical summary tables of sample results compared to appropriate action levels
- Laboratory analytical reports and validation reports
- Copies of Right of Entry Forms
- Copies of Field Notes
- Environmental Setting
- Conceptual Site Model (CSM)
- Figures showing sampling locations Soil, Ground Water, Surface Water, and Vapor
- Figures showing sample location results
- Ground water, surface water, soil exposure, and air pathways discussions
- Summary and recommendations

The Final Report will include water supply data, nearest drinking water wells, the surface water segments, the downstream drinking water intakes with the stream mile distances, downstream wetlands and stream mile distances to these wetlands, downstream fisheries with stream mile distances, the flood frequency, the floodplain, and the record of annual precipitation. A map containing the analytical data (hot spots) will also be included.

TASK 5: HRS QUICKSCORE AND MEMORANDUM

At the completion of an approved Task 4 Report, Environmental Standards will submit a Draft Confidential Recommendations Letter and HRS Quickscore to the OER PM and USEPA Region III PM for review and comment. The *Draft and Final Confidential Recommendations Letter* will summarize the findings during Tasks 1 through 3 and provide recommendations. Recommendations may include USEPA Emergency Removal Action (RA), No Further Action (NFA), archiving on SEMS 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.

Environmental Standards will prepare these documents in accordance with the applicable USEPA rules and guidance manuals. Based on comments received, if applicable, we shall revise the report and submit one copy of the Final Report and Final Confidential Recommendations Letter to the OER PM and USEPA Region III PM. The submittals will be electronic copy in PDF format. At least two meetings will be held with the OER PM; the first meeting will be held prior to submittal of the Draft Final Report or Draft Confidential Recommendations Letter, and the second meeting would be held prior to submittal of the Final Report or Final Confidential Recommendations Letters.

COST PROPOSAL

Table 1 - Cost Summary**WVDEP****Site Inspection****Poca Dioxin Landfill (SEMS # WVSN0305491)****Putnam County, West Virginia**

Task 1, File Review and Site Visit	Budgeted			
	Quantity	Hours/Units	Unit Price	Cost
Project Manager/LRS	24	hours	\$ 196.00	\$ 4,704.00
Senior Geoscientist	4	hours	\$ 163.00	\$ 652.00
Database and Mapping Search	1	each	\$ 500.00	\$ 500.00
Vehicle	2	day	\$ 150.00	\$ 300.00

Task 1 Subtotal: \$ 6,156.00

Task 2, Develop SAP	Budgeted			
	Quantity	Hours/Units	Unit Price	Cost
Task 2A, Private Landowner Contact/Desktop Well Surveys/Access Agreement				
Project Manager/LRS	2	hours	\$ 196.00	\$ 392.00
Senior Geoscientist	8	hours	\$ 163.00	\$ 1,304.00
Staff Scientist/Geo.	16	hours	\$ 108.00	\$ 1,728.00
Task 2B, Plan Documents: FSP, QAPP, HASP				
Principal Chemist	2	hours	\$ 262.00	\$ 524.00
Project Manager/LRS	12	hours	\$ 196.00	\$ 2,352.00
Senior Geoscientist	4	hours	\$ 163.00	\$ 652.00
Staff Scientist/Geo.	16	hours	\$ 108.00	\$ 1,728.00
AutoCAD/GIS I	8	hours	\$ 101.00	\$ 808.00
Word Processor	2	hours	\$ 76.00	\$ 152.00
Technical Editor	2	hours	\$ 82.00	\$ 164.00

Task 2 Subtotal: \$ 9,804.00

Task 3, Site Assessment Activities	Budgeted			
	Quantity	Hours/Units	Unit Price	Cost
Task 3A, Private Well Sample Collection (assume 4)				
Project Manager/LRS	2	hours	\$ 196.00	\$ 392.00
Senior Geoscientist	10	hours	\$ 163.00	\$ 1,630.00
Staff Scientist/Geo.	10	hours	\$ 108.00	\$ 1,080.00
Vehicle	1	days	\$ 150.00	\$ 150.00
Task 3B, Groundwater Monitoring Installation and Development				
Project Manager/LRS	4	hours	\$ 196.00	\$ 784.00
Senior Geoscientist	4	hours	\$ 163.00	\$ 652.00
Field Technician III	40	hours	\$ 60.00	\$ 2,400.00
IDW-Disposal (Subcontracted)	10	each	\$ 500.00	\$ 5,000.00
Drill Rig Subcontractor including well installation (5 wells @30')	1	each	\$ 15,870.00	\$ 15,870.00
Survey top of casings	1	each	\$ 1,200.00	\$ 1,200.00
Vehicle	5	days	\$ 150.00	\$ 750.00

Table 1 - Cost Summary**WVDEP****Site Inspection****Poca Dioxin Landfill (SEMS # WVSN0305491)****Putnam County, West Virginia**

Task 3, Site Assessment Activities	Budgeted			
	Quantity	Hours/Units	Unit Price	Cost
Task 3C, Site Investigation (5 field days)				
Project Manager/LRS	8	hours	\$ 196.00	\$ 1,568.00
Staff Scientist/Geo.	60	hours	\$ 108.00	\$ 6,480.00
Field Technician III	60	hours	\$ 60.00	\$ 3,600.00
Vehicle	10	days	\$ 150.00	\$ 1,500.00
Field Supplies, coolers, sampling equipment	1	lump sum	\$ 2,750.00	\$ 2,750.00
Quality Certified Precleaned Sampling Containers	1	lump sum	\$ 2,000.00	\$ 2,000.00
Overnight Sample Shipment, 48-quart cooler	30	each	\$ 400.00	\$ 12,000.00

Task 3 Subtotal: \$ 59,806.00

Task 4, Site Inspection Report	Budgeted			
	Quantity	Hours/Units	Unit Price	Cost
Principal Chemist, forensics	4	hours	\$ 262.00	\$ 1,048.00
Project Manager/LRS	8	hours	\$ 196.00	\$ 1,568.00
Senior Geoscientist	12	hours	\$ 163.00	\$ 1,956.00
Staff Scientist/Geo.	24	hours	\$ 108.00	\$ 2,592.00
AutoCAD/GIS I	12	hours	\$ 101.00	\$ 1,212.00
Word Processor	4	hours	\$ 76.00	\$ 304.00
Technical Editor	4	hours	\$ 82.00	\$ 328.00

Task 4 Subtotal: \$ 9,008.00

Task 5, HRS Quickscore and Memo	Budgeted			
	Quantity	Hours/Units	Unit Price	Cost
Project Manager/LRS	4	hours	\$ 196.00	\$ 784.00
Senior Geoscientist	16	hours	\$ 163.00	\$ 2,608.00

Task 5 Subtotal: \$ 3,392.00**Total Estimated Probable Cost: \$ 88,166.00**