



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: 09-20-2024

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

Order Number:	CPO 0313 0313 DEP2500000005 1	Procurement Folder:	1474908
Document Name:	EOI: OER - Figgie International	Reason for Modification:	
Document Description:	EOI: OER - Figgie International		
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) 414-1140 Requestor Email: jessica.s.chambers@wv.gov 2025 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

9-24-24 61
Purchasing Division's File Copy

Total Order Amount: \$248,828.85

PURCHASING DIVISION AUTHORIZATION DATE: 9-20-24 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 10/2/2024 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 10-2-24 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The vendor, Environmental Services Inc., agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, for the Figgie International Expanded Site Investigation for the Office of Environmental Remediation per the specifications, terms and conditions, and the vendors submitted cost proposal dated 6/14/2024 all incorporated herein by reference and made a part hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	248828.85
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: EOI: Engineering Design Services

Extended Description:

Professional Engineering Services
Figgie International

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor: Environmental Standards Inc.

Contract/Lease Number ("Contract"): C P O D E P 2500000005

Commodity/Service: Figgie International

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – 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 licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. 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.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.


12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: DEP
By: Jessica Smith
Digitally signed by Jessica Smith
DN: cn = Jessica Smith email = jessica.chambers-smith@wv.gov,
c = US, o = West Virginia Department of Environmental Protection,
ou = Office of the Attorney General

Printed Name: Jessica Chambers-Smith
Title: ASM II
Date: 9/10/2024

Vendor: Montrose Environmental Solutions,
d.b.a, Environmental Standards, Inc.

By: 
Printed Name: Kenneth J.K. Smith, PG
Title: Vice President
Date: August 1, 2024

GENERAL TERMS AND CONDITIONS:

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

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☐ **Term Contract**

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

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

☐ **Other:** Contract Term specified in _____

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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

☐☐☐☐

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

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

Vendor must maintain:

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

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

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

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

to the extent caused by and arising as a result of the willful misconduct or negligent

to the extent caused by and arising as a result of the willful misconduct or negligent acts or omissions of Vendor,

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

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

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Environmental Standards Inc.

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
AllProbe Environmental Inc.	2393-2766

Attach additional pages if necessary

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

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

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

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

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

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

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

(Printed Name and Title) Lydia Work, Principal Chemist/Director of Operations

(Address) 1140 Valley Forge Road, Valley Forge PA 19460

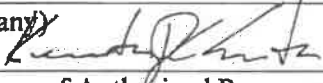
(Phone Number) / (Fax Number) 304-552-1442

(email address) lwork@montrose-env.com

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

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

Montrose Environmental Solutions, d.b.a, Environmental Standards, Inc.

(Company) 

(Signature of Authorized Representative)

Kenneth J.K. Smith, PG, Vice President August 1, 2024

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

484.999.1704

(Phone Number) (Fax Number)

kesmith@montrose-env.com

(Email Address)



ENVIRONMENTAL[®] STANDARDS

Setting the Standards for Innovative Environmental Solutions

June 14, 2024

Mr. Alan F. McCreary, P.G., Project Manager
WV Department of Environmental Protection
Office of Environmental Remediation
1159 Nick Rahall Greenway
Fayetteville, WV 25840
alan.f.mccreary@wv.gov

RE: Expanded Site Investigation Cost Proposal
Figgie International
SEMS EPA ID# WVD003062643
Ranson, Jefferson County, West Virginia

Dear Mr. McCreary:

Environmental Standards, Inc. (Environmental Standards), a wholly owned subsidiary of Montrose Environmental Group, Inc., is pleased to provide a Work Plan and Cost Proposal to the March 26, 2024, Expression of Interest (EOI) solicitation to perform expanded site investigation activities at the Figgie International Site (SEMS EPA ID# WVD003062643) in Ranson, Jefferson County, West Virginia.

The Cost Proposal is based on the Scope of Work discussed in our meeting on May 30, 2024 and subsequent phone calls and emails.

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

Should you have any questions regarding this EOI response, please do not hesitate to call us at 304-552-1442 or 610-935-5577.

Sincerely,

Leah D. Mistick, LRS, MBA
Project Geoscientist
lmistick@envstd.com

Sincerely,

Lydia M. Work, LRS
Principal Chemist/Director of Operations
lwork@envstd.com

LDM/LMW

Enc.

PROPOSED WORK PLAN

Environmental Standards, following discussions with the WVDEO, proposes the following Work Plan:

Task 1 – File Review and Site Visit

A review of past activities and assessments will be conducted, obtaining files through a FOIA request to WVDEP, OER. We will also make attempts to interview former Figgie employees and City officials who may have pertinent information to the use of PFAS containing materials at the Site, such as firefighting foam or the application of metal coatings that may contain PFAS.

As part of the file review and evaluation, and as requested in the EOI, Environmental Standards will consider all available documents and records relating to the Figgie International site and immediate area, including:

- the Final Site Inspection Reassessment (SIR) Report prepared for the WVDEP by Triad Engineering in 2003,
- The Phase I Environmental Site Assessment (ESA), written by ECS LLC Mid-Atlantic in February of 2007,
- The summary letter, written by WVDEP to US EPA on March 4, 2024,
- The Remedial Site Assessment Decision, written by the US EPA Region 3 Site Assessment Manager on October 25, 2021.
- The environmental covenant executed by Ranson Self Storage, LLC in 2014.

Four private properties are included in the proposed work. Environmental Standards will engage in initial contact with property owner(s) listed in current tax records to obtain right of entry for field sampling. This effort may include in-person meetings, emails, and/or telephone calls, and providing the OER Right of Entry form. If these initial efforts are unsuccessful, we will notify the OER PM to ascertain the next course of action.

A site visit will take place within 30 days of receipt of the notice to proceed from the WVDEP, which will coincide with the conclusion of the file review. Environmental Standards will coordinate to be on site with representatives from WVDEP-OER, if desired.

TASK 1 DELIVERABLES

- Site Access Agreements

Task 2 – Development of a Sampling and Analysis Plan (SAP)

Based on the results of previous work at the site and the site visit, Environmental Standards will develop the SAP, including an FSP, QAPP, and HASP. The SAP will be developed to meet the goals and objectives outlined in the March 26, 2024, EOI Solicitation.

The SAP will follow the format of the EOI solicitation Appendix A, *Sampling and Analysis Plan Section Descriptions*; and the *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)*. The QAPP will be submitted in the UFP format, to comply with *EPA/240/B-01/003*, and the *Intergovernmental Data Quality Task Force, Part 1: UFP-QAPP Manual*.

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

The site-specific FSP of the SAP will include:

- Site description, including location, historical and current uses, as well as property ownership(s).
- 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 CLP or WVDEP contract laboratory.
- Level of data validation.
- Field sampling methods as per *US EPA Contract Laboratory Program Guidance for Field Samplers, EPA-540-R-00-003, August 2004*.

The use of on-site data generation is not anticipated for this project.

The SAP will incorporate US EPA accepted QAPP requirements and will consider the WVDEP Quality Assurance Program Plan for the WVDEP OER CERCLA (Superfund) Program. A site-specific HASP will be prepared in accordance with the federal requirements of *Title 29, Labor; Chapter 17, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, DEPARTMENT OF LABOR; Part 1910, OCCUPATIONAL SAFETY AND HEALTH STANDARDS; Subpart 120, Hazardous Waste Operations and Emergency Response (HAZWOPER regulations)*.

The Draft SAP will reflect the use of the US EPA SCRIBE computer software program at the site, which will be used to manage field operations and sample management during the site assessment activities.

TASK 2 DELIVERABLES

- Draft and Final SAP Documents, Including FSP, QAPP, and HASP

Environmental Standards will submit a copy of the Draft SAP to the WVDEP, OER PM and US EPA 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 US EPA Region III PM for formal approval.

Task 3 - Site Assessment

Environmental Standards will implement the approved SAP and perform the field investigations as per the applicable US EPA 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.

The work plan is proposed to include:

- Installation of 12 soil borings from which surface and subsurface soil will be collected for laboratory analysis.
- Installation of four overburden groundwater monitoring wells.
- Installation of four limestone aquifer groundwater monitoring wells.

- Collection of groundwater samples.
- Collection of surface water and sediment samples (3 features, one on-site, two off-site).
- Desktop survey of potentially critical habitat and terrestrial sensitive environments. Field survey of any area that meets the criteria listed in HRS Table 5-5.

Prior to performing fieldwork, Environmental Standards will schedule US EPA CLP routine and/or special laboratory analytical services with the US EPA Region III Analytical Services and Quality Assurance Branch (ASQAB) Client Services Team (CST). We will provide all coordination and interaction with the US EPA Region III CST points of contact before, during, and after the field-sampling event. Based on the need for PFAS testing, specialty analytical services may be required.

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 US EPA 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 Department of Transportation (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 US EPA SCRIBE field operations and sample management software program. Communicate with the appropriate US EPA CLP contacts daily during field sampling activities, as per CLP requirements.
- The cost of field equipment (*i.e.*, low-flow/low -drawdown equipment, passive diffusion bags, PFAS-free supplies, "En-Core" or "Terra Core" samplers, field analytical and monitoring equipment, and drilling or direct-push equipment).

Environmental Standards will provide approved DOT containers and labels for storage of on-site investigative-derived waste (IDW). We will sample any 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. Analytical data interpretation for IDW disposal and management will be the responsibility of Environmental Standards. A table indicating the sample information, sample concentration, and regulatory limits will be provided to WVDEP for review.

Environmental Standards will provide a laptop computer and printer at the site during the field activities to support the US EPA SCRIBE field operations and sample management software program. We will communicate as required with the appropriate US EPA CLP contacts during field sampling activities as per CLP requirements.

Our field sampling personnel will have up to date 8-hour annual OSHA training and 40-hour OSHA HAZWOPER training and medical monitoring. On-site staff certification will be available upon request.

As per US EPA 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. Field notes will document detailed elements of the sampling event including details

pertaining to each sample collected, personnel on location, as well as deviations from the approved SAP. At least one meeting with the OER PM will be conducted during the site assessment phase.

TASK 3 DELIVERABLES

- Analytical Requests and CLP laboratory assignments
- SCRIBE data set, including chain-of-custodies
- Field documentation
- IDW characterization information

Task 4 – Expanded SI Report

Environmental Standards will submit a Final Report in the form of an Expanded Site Investigation (SI) Report to the OER PM and US EPA Region III PM for review and comments, which will follow the US EPA provided format that was included as Appendix A of the solicitation package. The report will include the following minimum content:

- Introduction
- Site Description
- Site Ownership and History
- Site Characteristics (geology and hydrogeology, soils, groundwater including aquifer descriptions, and meteorology)
- Source Characterization (including discussion of onsite and potential offsite sources)
- Pathway discussion sections (surface water, groundwater, air, soil exposure and soil screening levels)
- Sensitive Target Populations- including HRS pathway elements needed to perform a Quickscore (water supply data; nearest wells; the surface water segments; the downstream drinking water intakes within 15 miles; downstream HRS eligible wetlands and distances to and areas/frontages of those wetlands; downstream fisheries with stream mile distances; fish advisories; the flood frequency; threatened and endangered (T&E) species information; resident and nearby populations; *etc.*)
- Field observations and data
- Sampling operations
- Discussion on field quality control and data quality indicators
- Deviations from the approved SAP, if applicable
- Shipping documentation
- Bore/Well logs (as applicable)
- Certifications of Subcontractors (as applicable)
- Photo documentation
- Analytical summary tables of sample results compared to appropriate action levels and comparing background concentrations to source characterization and target sample concentrations (or their SQLs as applicable)
- Laboratory analytical reports and validation reports
- Copies of Right of Entry Forms
- Copies of Field Notes
- Environmental Setting discussion
- Conceptual Site Model (CSM)
- Summary and recommendations
- Preliminary HHRA as outlined in Exhibit B of the EOI

- Mapping (displaying applicable distance rings)
 - General site location
 - Sample locations and concentrations
 - 15-mile Target Distance Limit (TDL) for surface water
 - Groundwater Well Locations within 4-miles
 - Wetland frontage along the 15-mile TDL,
 - Critical habitats or terrestrial sensitive environments.
 - Population density within the 4-mile TDL.

The Final Expanded SI 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.

Environmental Standards will prepare the Expanded SI Report in accordance with the applicable US EPA rules and guidance manuals. Based on comments received, we shall revise the report and submit one copy of the Final Report. The submittals will be electronic 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, and the second meeting would be held prior to submittal of the Final Report.

Environmental Standards will submit the final SCRIBE database to WVDEP within two calendar weeks of the final receipt of validated analytical data. Should additional changes arise based on subsequent data review, promptly supply an updated Scribe database to WVDEP OER PM.

TASK 4 DELIVERABLES

- Draft and Final Expanded SI Report, including the Preliminary HHRA
- SCRIBE database download

Task 5 – HRS Quickscore and Memorandum

As a separate project deliverable, Environmental Standards will calculate a preliminary HRS site score using the US EPA Quickscore software. The results of the preliminary HRS site score will be summarized and explained in a Draft Confidential HRS Confidential Memorandum to be submitted to the OER PM and US EPA Region III PM for review and comment. The Draft and Final Confidential Recommendations Letter will provide recommendations and supporting rational for the recommendations.

Environmental Standards will prepare the scoring and memorandum in accordance with the applicable US EPA rules and guidance manuals. Based on comments received, we shall revise and submit one copy of the Final HRS Confidential Memorandum and Final Confidential Recommendations Letter to the OER PM and US EPA Region III PM. The submittals will be electronic PDF format.

TASK 5 DELIVERABLES

- Draft and Final Confidential Recommendations Letter
- Draft and Final Confidential HRS Site Score Memorandum



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STANDARDS

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COST PROPOSAL

Table 1 - Cost Proposal
WVDEP
Expanded Site Inspection
Figgie International (SEMS # WVD003062643)
Ranson, Jefferson County, West Virginia

Task 1: File Review and Site Visit	Budgeted			
	Quantity	Hours/Units	Unit Fee	Estimate
Task 1A: File Review				
Principal/Project Manager/LRS	6	hours	\$ 263.00	\$ 1,578.00
Senior Geoscientist/FOM	12	hours	\$ 205.00	\$ 2,460.00
Project Geoscientist I	4	hours	\$ 121.00	\$ 484.00
Regulatory Databases and History Search	1	each	\$ 500.00	\$ 500.00
Task 1B: Access Agreements - 4 property owners				
Project Manager/LRS	4	hours	\$ 205.00	\$ 820.00
Project Geoscientist I	8	hours	\$ 121.00	\$ 968.00
Task 1C: Site Visit				
Principal/Project Manager/LRS	10	hours	\$ 263.00	\$ 2,630.00
Senior Geoscientist/FOM	8	hours	\$ 205.00	\$ 1,640.00
Vehicle	2	day	\$ 150.00	\$ 300.00
Task 1 Subtotal:				\$ 11,380.00

Task 2: SAP (FSP, QAPP, HASP and EPA Coordination)	Budgeted			
	Quantity	Hours/Units	Unit Fee	Estimate
Principal/Project Manager/LRS	8	hours	\$ 263.00	\$ 2,104.00
Senior Geoscientist/FOM	8	hours	\$ 205.00	\$ 1,640.00
Project Geoscientist I	32	hours	\$ 121.00	\$ 3,872.00
AutoCAD/GIS I	8	hours	\$ 105.00	\$ 840.00
Word Processor	2	hours	\$ 84.00	\$ 168.00
Technical Editor	2	hours	\$ 85.00	\$ 170.00
Task 2 Subtotal:				\$ 8,794.00

Task 3: Site Assessment	Budgeted			
	Quantity	Hours/Units	Unit Fee	Estimate
Task 3A: Site Assessment Prep, CLP Order, SCRIBE				
Principal/Project Manager/LRS	4	hours	\$ 263.00	\$ 1,052.00
Senior Geoscientist/FOM	6	hours	\$ 205.00	\$ 1,230.00
Project Geoscientist I	12	hours	\$ 121.00	\$ 1,452.00
Staff Scientist I	8	hours	\$ 105.00	\$ 840.00
Task 3B: 12 Soil Borings, 8 Groundwater Monitoring Wells Installation and Development (4 overburden, 4 limestone aquifer with PVC outer casing)				
Principal/Project Manager/LRS	16	hours	\$ 263.00	\$ 4,208.00
Senior Geoscientist/FOM	16	hours	\$ 205.00	\$ 3,280.00
Project Geologist II	100	hours	\$ 131.00	\$ 13,100.00
Project Geoscientist I	60	hours	\$ 121.00	\$ 7,260.00
Staff Scientist I	60	hours	\$ 105.00	\$ 6,300.00
IDW-Disposal Subcontractor	8	each	\$ 500.00	\$ 4,000.00
Drill Rig Subcontractor (PVC casing)	1	each	\$ 128,177.85	\$ 128,177.85
Field Supplies, coolers, sampling equipment	1	lump sum	\$ 1,250.00	\$ 1,250.00
Quality Certified Precleaned Sampling Containers	1	lump sum	\$ 1,000.00	\$ 1,000.00
Overnight Sample Shipment	6	each	\$ 450.00	\$ 2,700.00
Survey top of casings	1	each	\$ 2,500.00	\$ 2,500.00
Lodging	22	each	\$ 150.00	\$ 3,300.00
Vehicle	16	days	\$ 150.00	\$ 2,400.00

Table 1 - Cost Proposal
WVDEP
Expanded Site Inspection
Figgie International (SEMS # WVD003062643)
Ranson, Jefferson County, West Virginia

Task 3: Site Assessment, Continued	Budgeted			
	Quantity	Hours/Units	Unit Fee	Estimate
Task 3C: Groundwater Sampling (8 wells, 1 round)				
Principal/Project Manager/LRS	2	hours	\$ 263.00	\$ 526.00
Senior Geoscientist/FOM	2	hours	\$ 205.00	\$ 410.00
Project Geoscientist I	30	hours	\$ 121.00	\$ 3,630.00
Staff Scientist I	30	hours	\$ 105.00	\$ 3,150.00
Vehicle	2	days	\$ 150.00	\$ 300.00
Field Supplies, coolers, sampling equipment	1	lump sum	\$ 1,250.00	\$ 1,250.00
Quality Certified Precleaned Sampling Containers	1	lump sum	\$ 1,000.00	\$ 1,000.00
Overnight Sample Shipment	24	each	\$ 450.00	\$ 10,800.00
Task 3D: Surface Water and Sediment Sampling (3 features, one on-site, two off-site)				
Principal/Project Manager/LRS	2	hours	\$ 263.00	\$ 526.00
Senior Geoscientist/FOM	2	hours	\$ 205.00	\$ 410.00
Project Geoscientist I	16	hours	\$ 121.00	\$ 1,936.00
Staff Scientist I	16	hours	\$ 105.00	\$ 1,680.00
Vehicle	1	days	\$ 150.00	\$ 150.00
Field Supplies, coolers, sampling equipment	1	lump sum	\$ 1,250.00	\$ 1,250.00
Quality Certified Precleaned Sampling Containers	1	lump sum	\$ 1,000.00	\$ 1,000.00
Overnight Sample Shipment	6	each	\$ 450.00	\$ 2,700.00
Task 3E: Critical Environments Survey				
Project Geoscientist I	16	hours	\$ 121.00	\$ 1,936.00
Vehicle	1	days	\$ 150.00	\$ 150.00

Task 3 Subtotal: \$ 216,853.85

Task 4: Site Inspection Report	Budgeted			
	Quantity	Hours/Units	Unit Fee	Estimate
Principal/Project Manager/LRS	6	hours	\$ 263.00	\$ 1,578.00
Senior Geoscientist/FOM	2	hours	\$ 205.00	\$ 410.00
Project Geoscientist I	16	hours	\$ 121.00	\$ 1,936.00
Staff Scientist I	16	hours	\$ 105.00	\$ 1,680.00
AutoCAD/GIS I	8	hours	\$ 105.00	\$ 840.00
Word Processor	2	hours	\$ 84.00	\$ 168.00
Technical Editor	3	hours	\$ 85.00	\$ 255.00

Task 4 Subtotal: \$ 6,867.00

Task 5: HRS Quickscore and Memo	Budgeted			
	Quantity	Hours/Units	Unit Fee	Estimate
Principal/Project Manager/LRS	8	hours	\$ 263.00	\$ 2,104.00
Senior Geoscientist/FOM	2	hours	\$ 205.00	\$ 410.00
Project Geoscientist I	20	hours	\$ 121.00	\$ 2,420.00

Task 5 Subtotal: \$ 4,934.00

Total Estimated Probable Cost: \$ 248,828.85