

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: 09-27-2024

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 DEP2500000006 1	Procurement Folder: 1483932	
Document Name:	OER - EOI - Pennsboro Glass	Reason for Modification:	
Document Description:	OER - EOI -Pennsboro Glass		
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:	

Free on Board:	FOB Dest, Freight Prepa	iid	Effective End Date:
	VENDOR		DEPARTMENT CONTACT
Vendor Customer Code: TECHLAW CONSULTANTS IN 14840 CONFERENCE CENTE	_		Requestor Name: Jessica S Chambers Requestor Phone: (304) 414-1140 Requestor Email: jessica.s.chambers@wv.gov
CHANTILLY US Vendor Contact Phone: 0	VA 0000000000 Extensi	20151 on:	
Discount Details:			2025
Discount Allowed	Discount Percentage	Discount Days	
#1 No	0.0000	0	FILE LOCATION
#2 Not Entered			
#3 Not Entered			
#4 Not Entered			

	INVOICE TO	SHIP 1	0
ENVIRONMENTAL PROTECTIO	N	ENVIRONMENTAL PROTECTION	
OFFICE OF ENVIRONMENTAL I	REMEDIATION	DIVISION OF LAND RESTORATION	
601 57TH ST SE		601 57TH ST SE	
CHARLESTON	WV 25304	CHARLESTON	WV 25304
us		US	
101/3406		Tatal Outer & warret	¢160 623

Purchasing Division's File Copy

Total Order Amount:	\$168,623.1

PURCHASING DIVISION AUTHORIZATION

ELECTRONIC SIGNATURE ON F

ATTORNEY GENERAL APPROVAL AS TO FORM

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

ELECTRONIC SIGNATURE ON FILE

Date Printed: Sep 27, 2024

Order Number: CPO 0313 0313 DEP2500000006 1

Page: 1

FORM ID: WV-PRC-CPO-002 2020/05

Extended Description:

The vendor, Techlaw Consultants, Inc., agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, for the Pennsoboro Glass expanded site investigation per the specifications, terms and conditions, and the vendors submitted cost proposal dated 7/25/2024, all incorportated herein by reference and made a part hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
	81100000	0.00000		0.000000	168623.19
Service From	Service To	Manufacturer		Model No	

Commodity Line Description:

Engineering Design Services

Extended Description:

Professional Engineering Services Pennsboro Glass

 Date Printed:
 Sep 27, 2024
 Order Number:
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 DEP2500000006 1
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 2
 FORM ID: WV-PRC-CPO-002 2020/05

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 date listed on the first page of this Contract, identified as the State of West Virginia contract page containing the signatures of the Purchasing Division, Attorney General, and Encumbraclerk (or another page identified as), and the Init Contract Term ends on the effective end date also shown on the first page of this Contract.	t cover ance ial
Renewal Term: This Contract may be renewed upon the mutual written consent of the Age 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 agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration of the initial contract term or appropriate renewal term. A Contract renewal shall be in account that the terms and conditions of the original contract. Unless otherwise specified below, 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 the Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Divind Attorney General's office (Attorney General approval is as to form only)	to the n date rdance newal tiple
Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not except the total number of months contained in all available renewals. Automatic renewal of Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasi Division and Attorney General's office (Attorney General approval is as to form only	f this
elivery Order Limitations: In the event that this contract permits delivery orders, a deliver der may only be issued during the time this Contract is in effect. Any delivery order issued ithin one year of the expiration of this Contract shall be effective for one year from the date elivery order is issued. No delivery order may be extended beyond one year after this Contract expired.	the
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the not proceed and must be completed within 365days.	tice

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract many fall.
specifications must be completed within
work covered by the preceding sentence, the vendor agrees that:
the contract will continue for years;
the contract may be renewed for
periods or shorter periods provided that they do not shorter periods provided they are the periods are they are the are they are the are they ar
contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, A general Production of the 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 of the
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 Issue of the Contrac
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
cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as
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 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 the
that the Contract shall easy of 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.
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.

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 approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
Construction: This Contract is for construction activity more fully defined in the specifications.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:
EICENSE(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 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: \$1,000,000.00 per 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: Builders Risk Insurance in an amount equal to 100% of the amount of the Contract. Pollution Insurance in an amount of: ______ per occurrence. Aircraft Liability in an amount of: ______ per occurrence.

- 9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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11. 1	IQUIDATED DANGE	clause shall in no way be considered oursue any other available remedy. V	
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	П	oursue any other available remedy. Vied below or as described in the spec	ifications.
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	Contained	in the Specifications	
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	Liquidated Damages Are Not Inc	cluded in this Contract	
2 10	CEDM	- 400.	

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
- 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.
- **22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
 - **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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

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

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

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

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

- 33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- **34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

- 36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- **38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

 40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves
- **40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
- 41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose 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.

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 July1, 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) <u>Joe Carter</u>
(Address) 14840 Conference Center Drive, Suite 200, Chantilly, VA 20151
(Phone Number) / (Fax Number) <u>304-830-1443</u>
(email address) _Joe.Carter@TechLawInc.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.

TechLaw Consultants, Inc. dba TechLaw	
(Company)	 2
(Signature of Authorized Representative)	
Rachel Shay, Senior Contracts Manager	
(Printed Name and Title of Authorized Representative) (Date) 703-818-3206	
(Phone Number) (Fax Number)	
Rachel.Shay@TechLawInc.com	
(Email Address)	

Revised 8/24/2023

Proposed Work Plan Expanded Site Inspection – Former Pennsboro Glass Facilities (SEMS # WVN000306170)

Proposal Contact:

Joe Carter

Senior Consultant

TechLaw

joe.carter@techlawinc.com

(304) 907-0621 (Office)

(304) 830-1443 (Cell)

Joseph B.

Digitally signed by Joseph B. Carter

Carter

Date: 2024.08.06 08:15:27 -04'00' Submitted To:

Jason S. McDougal

Program Manager-Superfund and Federal

Facilities Restoration

West Virginia Department of Environmental

July 25, 2024

DCN: 82099.145.072524

Protection

Office of Environmental Remediation



TechLaw is pleased to provide this revised Work Plan for conducting an Expanded Site Investigation (ESI) at the Former Pennsboro Glass Facilities (SEMS # WVN000306170) site located in Ritchie County, West Virginia. As noted in the cover letter, TechLaw's Cost Proposal is provided as a separate

attachment.

BACKGROUND AND PROJECT UNDERSTANDING

Location and Site History

The Former Pennsboro Glass Site (the Site) is approximately 4.98 total acres situated along Industrial Drive and Orchard Street in Pennsboro, Ritchie County, West Virginia, and comprised of the following parcels: 43-08-004-0005 (0.70 acres), 43-08-0004-0001 (0.81 acres), 43-08-0003-0006 (0.94 acres), and 43-08-0004-0003 (2.53 acres). The Site is bounded to the east by residential buildings with a school beyond, to the south by residential buildings with commercial buildings beyond, to the west by residential buildings with open grassland beyond, to the north by woods and registered farmland, and to the northeast by a commercial warehouse and residential buildings beyond. The Site is now occupied by several buildings in various states of disrepair, piles of remaining glass cullet, and an open field.

The land use in the immediate vicinity of the Site is largely residential, with some commercial properties located beyond the residences to the south, and an elementary school to the east behind residences. The Site is comprised of multiple parcels with individual United States Environmental Protection Agency (USEPA) Superfund Enterprise Management System (SEMS) EPA IDs and West Virginia IDs. including Pennsboro Marble Parcel #3 (WVN000306048, WV-1834), Pennsboro Marble Parcel #1 (WVN000306046, WV-1552), and Pennsboro Glass (WVN000306170, WV-1551). The overall Site has been assigned the USEPA SEMS ID of WVN000306170.

Industrial activities have been occurring at the Site since at least 1916, when the Penn Window Glass Company was operating to the west of Walnut Street and adjacent to a railroad, which later





became Industrial Drive. According to a 1939 aerial photograph and corroborated by a 1944 Sanborn map, the Penn Glass Company factory on parcel 4-3 became the Myles Manufacturing Company, which made garments and clothing, while the Penn Glass Company appears to have moved to parcel 4-1. During this time, the Champion Agate Marble Company also operated on parcel 4-3 between the former railroad and Walnut Street, which is contemporarily parcel 4-5. By 1956, Champion Agate Marble Company had moved operations to parcel 4-5, Pennsboro Glass Company was operating on parcel 4-1, and Myles Manufacturing was still on parcel 4-3. According to the 1996 aerial photograph, Champion Agate Marble Company was operating on both parcel 4-5 and 3-6, Pennsboro Glass Company was still at parcel 4-1, but Myles Manufacturing had disappeared. It is believed during this time that the former Myles Manufacturing parcel was utilized for glass cullet storage.

Previous investigative and removal actions were undertaken at the former Pennsboro Glass facility, which is on parcel 4-1. Ongoing EPA removal actions are occurring on parcels 4-5 and 3-6. There has been very limited investigation on parcel 4-3.

Project Understanding

TechLaw understands that an Expanded Site Investigation (ESI) is to be performed at the Former Pennsboro Glass Facilities (USEPA SEMS ID of WVN000306170) to evaluate and document current environmental conditions and to determine actual or potential threats to human health and the environment posed by the Site. The inspection will include evaluation of the soil exposure and surface water pathways. TechLaw does not anticipate the air pathway will be evaluated. Evaluation of the groundwater pathway is not anticipated to occur at this time due to a lack of groundwater targets and significant estimated depth to the bedrock drinking water aquifer. Shallow monitoring wells will be installed and samples of subsurface soil and groundwater will be collected to address data gaps and evaluate source area contaminant migration to shallow groundwater. Well elevations will be surveyed by WVDEP. Project work will be coordinated with the WVDEP-OER. The field sampling schedule will be contingent upon general completion of planned removal actions projected to occur during 2024 in order to provide representativeness of static, post-removal site conditions during the inspection. The work will include a file review to identify data gaps, site visit, preparation of work plans, coordination with WVDEP in regards to on-going removal activities and associated data, subcontract procurement and laboratory coordination, property owner coordination to obtain property access, procurement of materials and supplies, monitoring well installation, field investigation including collection of surface soil, subsurface soil, sediment, surface water and shallow groundwater samples for analysis of organic and inorganic contaminants of concern (COCs), investigationderived waste (IDW) management, data management, reporting, and project meetings with the OER PM. Findings from the ESI will be presented in the final report for the Site and include an HRS Quickscore and a Confidential Recommendations Memo.

WORK PLAN

Task 1 - Site Visit

Within 30 days of receiving the Notice to Proceed letter, TechLaw will complete a file review to identify data gaps and coordinate with the WVDEP Project Manager to schedule and conduct the





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Site Visit. It is understood that a WVDEP representative will accompany TechLaw reconnaissance personnel at a minimum during the initial site visit. The site visit will include accessing the four parcels that make up the Site to evaluate the layout of the historical source areas for the purpose of conducting the ESI. Additionally, the Site Visit will include conducting windshield assessment and/or walkthrough of associated potential migration pathways. Observations, potential sample locations, and other information obtained during the site visit will be documented and used to support planning and drafting of the Sampling and Analysis Plan (SAP), which is described under Task 2 below. TechLaw's Project Manager and Field Operations Manager or designee will conduct the site visit during a one-day period coordinated with the WVDEP.

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

TechLaw will draft a Sampling and Analysis Plan (SAP) for the Site which will follow the format of the Sampling and Analysis Plan – Guidance and Template v.4 General Projects dated April 2014, with modifications where applicable to exclude the EPA. This format combines the basic elements of a Field Sampling Plan (FSP) and Quality Assurance Project Plan (QAPP). The SAP will include applicable goals and objectives consistent with the State and Federal guidance documents listed in the Scope of Work (SOW) for Task 2 provided by WVDEP in the EOI. During the SAP preparation process, at least one meeting with the OER PM will be conducted, either in person or virtually, as per OER PM preference. Submittal of a Uniform Federal Policy – QAPP (UFP-QAPP) is also acceptable in lieu of the SAP.

The SAP will describe the history, current ownership, and current uses at the Site and will document the objectives for the sampling activities to be performed. Data quality objectives (DOO) and data validation levels will be provided. The plans will describe the data management effort that will be conducted by TechLaw using EPA's Scribe sample management software and include media-specific compounds inclusive of historically identified contaminants of concern (COCs) and associated quantitation limits and action levels. Descriptions and geo-referenced maps identifying sample locations, sampling rationales and sampling procedures for each media type will be provided. The SAP will include preliminary information for the groundwater, surface water, and soil exposure pathways. Figures will be incorporated into the SAP that identify target distance limits (TDLs) for groundwater and surface water, including estimated population using groundwater, downstream water intakes, fisheries, threatened and endangered species, flooding potential, wetland acreage, etc. Monitoring wells will be installed and sampled to evaluate migration of COCs into the perched or shallow groundwater zone. The sampling design will be structured to meet the standards of quality to support HRS evaluation and human health and ecological risk assessment. The analytical detection limits will be compared to both human health and ecological screening levels for COCs to produce data that can be used to support respective risk assessments. TechLaw proposes that polychlorinated biphenyls (PCB) analyses include results for congeners that are important for human health and ecological risk evaluation. The SAP will include descriptions of decontamination methods, sample containers, preservatives, investigation-derived waste (IDW) management, and quality control (QC) procedures. Additionally, TechLaw will prepare the site-specific Health & Safety Plan (HASP) in accordance with OSHA 29 CFR 1910.120 and submit the HASP with the SAP to WVDEP.





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Task 3 - Site Assessment

Task 3 - Site Assessment involves the implementation of the SAP, which is described in the subtasks below that together make up the ESI activities. A breakout and description of the work to be performed for each of the subtasks is provided below. Refer to the attached Cost Proposal for the estimated hours and costs corresponding to the subtasks.

Subtask 3.1 - Laboratory Analytical Services Coordination

Prior to performing field work, the TechLaw Chemist will complete an Analytical Request Form (ARF) and submit it to the OER PM for review and approval. Upon approval of the ARF, TechLaw will arrange for sample analysis for the Site through coordination with EPA Region 3's Client Services Team (CST), who will provide the Case Numbers and laboratory assignments for the Site. For analytical methods not within the SOW for EPA's Region 3 laboratory or CLP laboratories, a Tier IV Case Number will be provided. TechLaw will subcontract Tier IV laboratory services and associated third party data validation services where requested by the CST. TechLaw anticipates that samples will be analyzed by CLP laboratories and the data evaluated by EPA's Environmental Services Assistance Team (ESAT). IDW samples will undergo analyses by a Tier IV laboratory, but IDW data is not anticipated to require data validation. Laboratory services coordination will be conducted by TechLaw's Laboratory Assistance Team (LAT) personnel, who have extensive experience and expertise in laboratory analytical methods and with procuring EPA, State, and/or private laboratories. TechLaw will review laboratory data and coordinate with the CST or Tier IV laboratory on any issues identified in the electronic data deliverables (EDDs) or data validation packages provided. Data management will be performed by TechLaw using Scribe into which environmental and laboratory data will be uploaded and managed.

Subtask 3.2 - Property Owner Coordination/Obtain Right of Entry

During pre-planning activities and prior to performing field work, the TechLaw PM and Environmental Scientist will identify and make initial contact with property owners via phone calls to obtain right-of-entry to conduct field sampling activities, as necessary. The Site Inspection conducted in 2010 identified no groundwater pathway targets within the 4-mile target distance limit (TDL) of the Site. The Site Inspection also found that there are no known potable groundwater wells, that groundwater is not used as a resource, and that the Site is not located within a wellhead protection area. TechLaw, as per WVDEP request, will focus on only the shallow groundwater-bearing zone during this investigation. The work will include identifying property owners using on-line resources such as the Ritchie County Assessor's Office mapping services and contacting and providing the owners with the OER Right-of-Entry form for completion and signature. Work will include obtaining property owner consent to access the respective properties to install monitoring wells, as applicable. TechLaw will coordinate with the OER PM on the progress of these activities and/or when initial attempts to obtain access from an owner were unsuccessful; and work with the OER PM to determine next steps in the process.

Subtask 3.3 - Sampling Logistics and Procurement

The TechLaw PM will supervise the procurement of equipment, materials and supplies to be used during ESI sampling activities. The quantities to be acquired will be evaluated to





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properly equip the field team to conduct field sampling activities at the Site under one field event. Sampling logistics will be organized to provide efficient completion of field work at the Site. TechLaw will have sample coolers, sample containers, preservatives, personal protective

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equipment (PPE), expendables, sample packaging and shipping materials, chain-of-custody forms, field data sheets, logbooks, sampling implements, and decontamination supplies to conduct the field activities. Equipment rentals will include a photo-ionization detector (PID) for health and safety monitoring and environmental screening, sub-meter global positioning system (GPS) transceiver, and groundwater sampling equipment.

Subtask 3.4 - Monitoring Well Installation

Monitoring wells will be installed and sampled to assess the potential for groundwater contamination posed by the Site. TechLaw anticipates that the wells will be installed prior to conducting the ESI sampling activities. TechLaw will develop a scope-of-work (SOW) for drilling and monitoring well construction and competitively award the work to a West Virginia Certified Well Driller. Borehole and well construction logs will be generated during the installation activities. Subsurface soil samples will be collected via drill rig at each location. After the wells are constructed, WVDEP will provide surveying services to determine accurate well coordinates and elevations and oversee the field survey. The progress of activities during the pre-planning and field implementation phases will be communicated and coordinated on a regular basis with the OER PM. Monitoring well installation anticipated at the Site is discussed below.

Based on available data provided to TechLaw, ten subsurface soil borings were installed at the Site during the 2010 Site Investigation. Groundwater samples were collected at three of these soil boring locations; however, permanent groundwater monitoring wells were not installed. Subsurface boring logs were provided for these points. Files indicate that the depth to the shallow groundwater-bearing zone is approximately 7 to 10 feet below ground surface (bgs). TechLaw anticipates installing seven monitoring wells throughout the Site and one background monitoring well upgradient of the Site all screened in the shallow groundwater-bearing zone. The shallow groundwater-bearing zone is being targeted to close data gaps concerning the potential for downward migration of COCs and evaluation of the groundwater to surface water pathway. TechLaw will review any additional records and analytical data provided by WVDEP to further inform these assumptions.

The work will require an estimated five 12-hour days to complete the monitoring well installation. This allows for one day for travel, preparation, and breakdown, and geophysical scans/utility clearance, two days to clear proposed monitoring well locations to 5' bgs via soft digging and vacuum extraction, and two days to advance boreholes, install monitoring wells via drill rig, complete monitoring wells with flush mount covers and concrete pads, and develop monitoring wells. As per TechLaw's Standard Operating Procedures (SOPs), newly installed monitoring wells will be allowed a minimum of 24 hours to reach static levels prior to development. Groundwater samples will be collected from the monitoring wells no sooner than one week after they are developed to allow groundwater equilibration to occur. Groundwater monitoring well installation activities will be completed, at a minimum, one week prior to





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mobilization and execution of the Field Sampling Investigation described in Subtask 3.5 – Conduct Field Sampling Investigation.

Subtask 3.5 - Conduct Field Sampling Investigation

Multi-media sampling will be conducted by a team of four TechLaw personnel at the Site during a single field event. Each member of the team will have up-to-date 8-hour annual OSHA training, 40-hour OSHA HAZWOPER training, and medical monitoring. The activities will be conducted in accordance with the approved SAP by the Project Manager, Field Operations Manager, Environmental Scientist and an Environmental Technician. The estimated total number of samples include those to be collected across the Site, as well as the area surrounding the Site that is within the surface water TDLs. The Site is comprised of four parcels listed in the EOI, parcels 3-6, 4-1, 4-3, and 4-5.

As noted in the EOI, previous investigative and removal actions were undertaken at the former Pennsboro Glass facility, which is on parcel 4-1, while there are ongoing EPA actions occurring at parcels 3-6 and 4-5. Thus, TechLaw anticipates the focus of this Field Sampling Investigation to be Parcel 4-3. TechLaw anticipates the collection of three background samples of each matrix outside of previous investigation limits to establish a representative background level. An estimated total of up to 20 surface soil, 15 subsurface soil (collected via drill rig during monitoring well installation or hand auger during the second mobilization), ten surface water, ten sediment, and eight groundwater samples from the newly installed monitoring wells will be collected during the event. Additionally, an estimated two samples from IDW drilling waste solids, and two samples from IDW wastewater will be collected. These quantities do not include quality control samples, such as duplicate samples, trip blanks, field blanks, etc. Based on available COC information from Site files, TechLaw will request chemical analysis on all samples to include CLP Target Analyte List (TAL) semivolatile organic compounds (SVOCs), polycyclic aromatic hydrocarbons by selected ion monitoring (PAHs by SIM), PCB Aroclors, metals and mercury. An estimated 10% of samples will be analyzed for PCB congeners to assess ecological risk. Groundwater samples collected from the Site monitoring wells will include volatile organic compounds (VOCs) analysis. Surface water and groundwater samples will be unfiltered for total metals and mercury analyses. The sampling team will collect subsurface soil samples to depths to 3-feet using hand augers. Surface soil samples will be collected within 2 feet depth of ground surface at locations of interest. Surface water and sediment samples will be collocated and collected at locations of interest. Each sample location will be photographed, described in the Site logbook, and its position documented using a GPS field unit from which the measurements can be differentially corrected to within plus or minus 5-meter accuracy. The sampling team will generate sample labels, tags, and chain-of-custody records in the field using Scribe and ship samples from the field via overnight courier to the laboratories.

The TechLaw PM or designee will communicate with the EPA CST on a daily basis during sampling activities and provide shipment notifications to the designated contacts and the OER PM. The work will require an estimated five 12-hour days to complete the sampling activities. This allows for one day for travel, preparation, and breakdown, two days to sample





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groundwater wells and two days to collect soil, subsurface soil via hand auger, surface water, sediment, and IDW samples.

Subtask 3.6 - IDW Management and Disposal

TechLaw anticipates that IDW will consist of water, soil, and cuttings generated during drilling and monitoring well installation activities. The IDW water will consist of decontamination water, well development water, and well purge water collected during monitoring well installations and sampling activities. IDW will be stored in DOT-approved storage containers supplied by the driller and properly labeled by TechLaw. Samples of IDW will be collected at the conclusion of the ESI sampling event, after all wastes generated during the field activities are containerized and staged on-site. Representative samples of the IDW will be collected by the TechLaw sampling team and shipped to the respective laboratory(s) (e.g. Tier IV) for chemical analysis, including disposal parameters. The unvalidated data will be reviewed by TechLaw to evaluate if the wastes are hazardous or non-hazardous. TechLaw will subcontract a waste management company to manage the transportation and disposal, and the waste will be profiled using chemical data to determine the means of disposal. TechLaw will coordinate with the OER PM to conduct compliance checks on the selected disposal facilities and will coordinate with the waste management company and the OER PM on the schedule for IDW pickup and its transportation and disposal at an approved disposal facility. It is estimated that waste pickup will take one day and will be overseen by one TechLaw representative. Copies of waste manifests and certificates of destruction will be provided to the OER PM.

Subtask 3.7 - Project Meetings with OER PM

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

Task 4 - Final Site Investigation Report

After completion of Tasks 1, 2, and 3 above, TechLaw will prepare a Final Report for the Site in the format of a Site Inspection report and provide a Confidential Recommendations Letter and an HRS Quickscore for the Site, in accordance with the applicable USEPA guidance listed in the EOI. The submittal will initially be provided to the OER PM and USEPA Region 3 PM in draft form for review and comment. The comments received on the draft report will be addressed and the final submittal will be delivered to the Agencies. During the preparation, at least two meetings will be held with the OER PM: one before submittal of the Draft Reports/Letters, and one before submittal of the Final Reports/Letters. The Final Reports will include the content listed and described in the EOI SOW for Task 4 and include specific information related to the surface water, groundwater, and soil exposure pathways. The Confidential Recommendations Letter will summarize the findings from the Site inspection and include the HRS score and rationale to support the score.





Former Pennsboro Glass Facilities Expanded Site Investigation West Virginia Department of Environmental Protection-OER

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Cost Summary

EOI Former Pennsboro Glass Site Cost Breakdown

Tasks	Cost
Task 1 - Site Visit	\$ 3,713.42
Task 2 - Develop a Sampling and Analysis Plan for the Site	\$ 8,260.00
Task 3 - Site Assessment Activities	\$ 135,089.77
Task 4 - Final Site Inspection Report	\$ 21,560.00
Total Cost	\$ 168,623.19

NOTES and ASSUMPTIONS

- 1) The consultant shall be responsible for the cost of sample cooler shipping and will provide all other miscellaneous field materials and equipment including personal protective equipment (PPE), disposables, sample cooler packing materials, labels, chain of custody forms, and limited field sampling equipment. The cost of low-flow/low-drawdown equipment, boating or diving equipment, "En-Core" or "Terra Core" samplers, field analytical and monitoring equipment, mobile laboratories, and drilling or direct-push equipment will be the responsibility of consultant. (Task 2. Bullets 3 and 4 (Task 2. B3 & B4))
- 2) The consultant will provide all decontamination materials including, but not limited to distilled, deionized, and potable water, detergent, reagents, and approved DOT storage containers and labels for on-site storage of decontamination materials (Task 2.B5)
- 3) The consultant will provide approved DOT containers and labels for storage of on-site investigative-derived waste (IDW). The consultant will sample the drums of IDW for disposal characterization and submit to a WVDEP contract laboratory for analysis. The cost of analytical for IDW characterization will be the responsibility of the consultant. (Task 2.86)
- 4) Analytical data interpretation for disposal and IDW management will be the responsibility of the consultant. (Task 2.B7)
- 5) Direct cost, Other direct costs (ODCs) and any indirect costs shall be incorporated into the above unit prices.
- 6) The quote shall be accompanied by a breakdown of cost per line item.
- 7) The WVDEP may exercise the options at any time during the performance of this delivery order. The Government will provide at a minimum a ten (10) calendar day notice prior to exercising any options.
- 8) CLP and/or the EPA Regional laboratory will be used to conduct the routine analytical services described in the SOW. A Tier IV subcontracted laboratory will be used for analysis of IDW samples and disposal profiling.
- 9) CLP laboratory data validation will be performed by EPA ESAT. Validation of EPA Region 3 laboratory data will be performed by EPA.
- 10) Depths of monitoring wells are estimated to be an average of 15 feet deep based on historical site investigations. Actual well depths may vary.
- 11) Successful completion of the SOW will depend on being granted access to sample and/or traverse private properties. Location access and scheduling will be determined, arranged, and provided by TechLaw and coordinated with WVDEP.
- 12) The site property will be available for on-site parking of work vehicles, box truck, drill rig and supporting equipment, staging, and provide for decontamination and IDW staging areas.
- 13) All deliverables and other relevant project information, as requested by the WVDEP, will be submitted in an electronic format via email.
- 14) A 10-hour workday Monday through Friday is anticipated for subcontractors.
- 15) No police escort or additional security is required for any fieldwork.
- 16) Borehole and soil core logging will be conducted by TechLaw personnel.
- 17) IDW is assumed to be non-hazardous/solid waste. IDW samples from cuttings/soil boring and decontamination fluids will be analyzed for full TCLP and Total VOCs. Water samples will be analyzed for TCLP VOCs and total VOCs.





Proposed Rates (WVDEP SOW)

Labor Category (GSA Category)	F	Rate/hr	G	SA Rate
Project Manager (Project Manager, Sr Level)	\$	130.00	\$	143.75
Field Operations Manager (Scientist, Mid Level)	\$	100.00	\$	141.99
Hydrogeologist (Geologist)	\$	100.00	\$	106.66
Geologist (Geologist)	\$	85.00	\$	106.66
Chemist (Chemist)	\$	80.00	\$	85.88
Environmental Scientist (Environmental Scientist)	\$	95.00	\$	114.98
QA/QC Officer (QA Specialist)	\$	125.00	\$	153.43
Technician (Technician, Mid Level)	\$	70.00	\$	77.36
Laborer	\$	60.00		
Environmental Risk Assessor		\$125.00		
CADD Operator (GIS Specialist, Sr)	\$	100.00	\$	110.69
Administrative (N/A)	\$	60.00		

^{*}Note all labor rates are below established GSA rate schedule for Year 7 (8/21/24 thru 8/20/25) by relevant category

Pricing:

Task 1 - Site Visit

General Scope of Services: File review to identify data gaps, coordination with WVDEP Project Manager, Site Visit with WVDEP Project Manager, identify sampling locations.

Labor	<u>Hours</u>	Rate	<u>Total</u>
Project Manager	12	\$ 130.00	\$ 1,560.00
Field Operations Manager	16	\$ 100.00	\$ 1,600.00
Labor Total			\$ 3,160.00
ODCs & Travel Costs			\$ 553.42
Total - Task 1 Site Visit	28		\$ 3,713.42





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

General Scope of Services: TechLaw will draft a Sampling and Analysis Plan (SAP) for the Site. During the SAP preparation process, at least one meeting with the OER PM will be conducted virtually, as per OER PM preference. Additionally, TechLaw will prepare the site-specific Health & Safety Plan (HASP) in accordance with OSHA 29 CFR 1910.120 and submit the HASP with the SAP to WVDEP.

<u>Labor</u>	Hours	Rate	<u>Total</u>
Project Manager	24	\$ 130.00	\$ 3,120.00
Field Operations Manager	32	\$ 100.00	\$ 3,200.00
Chemist	8	\$ 80.00	\$ 640.00
QA/QC Officer	4	\$ 125.00	\$ 500.00
CADD Operator	8	\$ 100.00	\$ 800.00
Labor Total			\$ 8,260.00
ODCs & Travel Costs			\$ -
Total - Task 2 Develop a Sampling and Analysis Plan for the			
Site	76		\$ 8,260.00

Task 3 - Site Assessment

General Scope of Services: Site Assessment involves the implementation of the SAP, which is described in the subtasks below that together make up the ESI activities. A cost estimate of the work to be performed for each of the subtasks is provided below.

Subtask 3.1 - Laboratory Analytical Services Coordination

General Scope of Services: Laboratory procurement and coordination, review of laboratory data, Scribe data management

Labor	<u>Hours</u>	Rate	<u>Total</u>
Project Manager	16	\$ 130.00	\$ 2,080.00
Field Operations Manager	24	\$ 100.00	\$ 2,400.00
Chemist	16	\$ 80.00	\$ 1,280.00
Technician	8	\$ 70.00	\$ 560.00
Labor Total	64		\$ 6,320.00





Subtask 3.2 - Property Owner Coordination/Obtain Right of Entry

General Scope of Services: Contact property owners to obtain access, coordinate OER Right-of-entry request forms,

<u>Labor</u>	Hours	Rate	Total
Project Manager	8	\$ 130.00	\$ 1,040.00
Field Operations Manager	16	\$ 100.00	\$ 1,600.00
Technician	12	\$ 70.00	\$ 840.00
Labor Total	36		\$ 3,480.00

Subtask 3.3 - Sampling Logistics and Procurement

General Scope of Services: Procurement of equipment, materials and supplies to be used during ESI sampling activities

<u>Labor</u>	<u>Hours</u>	Rate	<u>Total</u>
Project Manager	12	\$ 130.00	\$ 1,560.00
Field Operations Manager	24	\$ 100.00	\$ 2,400.00
Technician	10	\$ 70.00	\$ 700.00
Labor Total	46		\$ 4,660.00

Subtask 3.4 - Monitoring Well Installation

General Scope of Services: Monitoring well installation planning and associated meetings with WVDEP Project Manager, procurement of property owner consent to access the respective properties to install the wells, solicitation and procurement of drilling, geophysical mark out and utility clearance, and IDW disposal, subcontractors. TechLaw will develop a scope-of-work (SOW) for drilling and monitoring well construction and competitively award the work to a West Virginia Certified Well Driller. Borehole and well construction logs will be generated during the installation activities. WVDEP will provide the services of a licensed professional surveyor to determine accurate well coordinates and elevations and oversee the field survey. The progress of activities during the pre-planning and field implementation phases will be communicated and coordinated on a regular basis with the OER PM.

Labor	<u>Hours</u>	Rate	<u>Total</u>
Project Manager	20	\$ 130.00	\$ 2,600.00
Field Operations Manager	60	\$ 100.00	\$ 6,000.00
Technician	60	\$ 70.00	\$ 4,200.00
Labor Total	140		\$ 12,800.00





Subtask 3.5 - Subtask -Conduct Field Sampling Investigation

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

Labor	Hours	Rate	Total
Project Manager	60	\$ 130.00	\$ 7,800.00
Field Operations Manager	60	\$ 100.00	\$ 6,000.00
Chemist	4	\$ 80.00	\$ 320.00
Environmental Scientist	60	\$ 95.00	\$ 5,700.00
Technician	60	\$ 70.00	\$ 4,200.00
Labor Total	244		\$ 24,020.00

Subtask 3.6 - IDW Management and Disposal

General Scope of Services: Contain, sample, profile and dispose of IDW generated during field activities.

<u>Labor</u>	Hours	Rate	<u>Total</u>
Project Manager	12	\$ 130.00	\$ 1,560.00
Field Operations Manager	32	\$ 100.00	\$ 3,200.00
Chemist	12	\$ 80.00	\$ 960.00
Labor Total	56		\$ 5,720.00

Subtask 3.7 - Project Meetings with OER PM

General Scope of Services: Based on the EOI SOW, a minimum of four meetings will be scheduled to be conducted between the OER PM and TechLaw. These include meetings to be held during SAP preparation, during the Site Assessment, prior to submittal of the Draft Final Report/Draft Confidential Recommendation Letter, and prior to the submittal of the Final Report/Letter. Remote meetings are anticipated.

Labor	Hours	Rate	<u>Total</u>
Project Manager	8	\$ 130.00	\$ 1,040.00
Field Operations Manager	12	\$ 100.00	\$ 1,200.00
Labor Total	20		\$ 2,240.00

Summary Site Assessment Activities

Labor	Total	\$ 59,240.00
ODCs & Travel	Costs	\$ 67,274.24
Materials & Su	pplies	\$ 8,575.53
Total - Task 3 - Site Assessment Activities	606	\$ 135,089.77





Task 4 - Final Site Inspection Report

TechLaw will prepare a Final Report for the Site in the format of a Site Inspection report and provide a Confidential Recommendations Letter and an HRS Quickscore for the Site in accordance with the applicable USEPA guidance listed in the EOI. The submittal will initially be provided to the OER PM and USEPA Region 3 PM in draft for review and comment. The comments received on the draft report will be addressed and the final submittal will be delivered to the Agencies. During the preparation, at least two meetings will be held with the OER PM: one before submittal of the Draft Reports/Letters, and one before submittal of the Final Reports/Letters. The Final Reports will include the content listed and described in the EOI SOW for Task 4 and include specific information related to the surface water, groundwater, and soil exposure pathways. The Confidential Recommendations Letter will summarize the findings from the Site inspection and include the HRS score and rationale to support the score.

Labor	Hours	Rate		Total
Project Manager	24	\$ 130.00	\$	3,120.00
Field Operations Manager	70	\$ 100.00	\$	7,000.00
Chemist	5	\$ 80.00	\$	400.00
Environmental Scientist	32	\$ 95.00	\$	3,040.00
QA/QC Officer	8	\$ 125.00	\$	1,000.00
Environmental Risk Assessor	24	\$ 125.00	\$	3,000.00
CADD Operator	40	\$ 100.00	\$	4,000.00
Labor Total			8	21,560.00
ODCs & Travel Costs			\$	_
Total - Task 4 - Site Inspection Report	203		\$	21,560.00





Description	Inputs			
Location: Ritchie Co., West Virginia				
Lodging	\$	107.00		
Per Diem	\$	59.00		
Rental Car (std. incl. tax & Fees)	\$	56.00		
Rental Truck/SUV (incl tax & fees)	\$	88.00		
Gas, cost per gallon	\$	3.50		
POV Mileage Rate		0.67		
Distance: Wheeling to Site (mi); 2 hour travel time		75		
G&A (ODCs/Travel)		0.18		
G&A (Subcontracts)		0.05		

Task

Task							
Task 1 - Site Visit	164	Harris Maria					
Travel	Rate		Unit	# of units	Total		Description
Per Diem	\$	59.00	per day	2	\$	118.00	Covers 1-Day Meeting for PM and FOM
Mileage	\$	0.670	per mile	0	\$	-	
Rental Truck	\$	88.00	per day	2	\$		Covers 1-Day Meeting for PM and FOM
Fuel for Vehicle(s)	\$	3.50	per gal	50	\$	175.00	Covers 1-Day Meeting for PM and FOM
Subtotal					\$	469.00	
G&A					\$	84.42	
Total Travel: Site Visit					\$	553.42	
Total Task 1:					\$	553.42	
Task 3 - Site Assessment					П		
Subtask 3.1 - Laboratory Analytical Services							
Coordination							
ODCs		Rate	Unit	# of units		Total	Description
1	\$	1,000.00	per sample	4	\$	4,000.00	Analysis of up to two samples of IDW water and two samples of IDW soil.
Subtotal					\$	4,000.00	
G&A					\$	720.00	
Total ODCs: Laboratory Analytical Services Coordina	tion				\$	4,720.00	
Total Subtask 3.1					5	4,720.00	





Subtask 3.4 - Monitoring Well Installation					
Travel	Rate	Unit	# of units	Total	Description
Lodging	\$ 107.00	per night	10	\$ 	Covers PM for 2 Nights, FOM and Tech for 4 Nights
Per Diem	\$ 59.00	per day	13	\$ 767.00	Covers PM for 3 Days, FOM and Tech for 5 Days
Mileage	\$ 0.670	per mile	0	\$ -	
Rental Box Truck	\$ 950.00	per trip	1	\$ 950.00	
Rental Truck	\$ 88.00	per day	15	\$ 	Covers PM for 3 Days, FOM and Tech for 6 Days
Fuel for Vehicle(s)	\$ 3.50	per gal	400	\$ 1,400.00	Covers PM for 3 Days, FOM and Tech for 6 Days
Subtotal				\$ 5,507.00	
G&A			l l	\$ 991.26	
Total Travel: Monitoring Well Installation				\$ 6,498.26	
ODCs	Rate	Unit	# of units	Total	Description
Photo-Ionization Detector	\$ 320.00	per week	1	\$ 320.00	1 Week Rental (MiniRAE 3000, Calibration Kit)
Sub-meter GPS Transceiver - Handheld	\$ 735.00	per week	1	\$ 735.00	1 Week Rental (GPS + Antenna)
Subtotal				\$ 1,055.00	
G&A				\$ 189.90	
Total ODCs: Monitoring Well Installation				\$ 1,244.90	
Subcontractors	Rate	Unit	# of units	Total	Description
1	\$ 26,448.00	1	1	\$ 26,448.00	Drilling Bid - incl 11 drums
2	\$ 1,900.00	1	2	\$ 3,800.00	Utility Locate / Geophysical Bid
Subtotal				\$ 30,248.00	
G&A				\$ 1,512.40	
Total Subcontractors: Monitoring Well Installation				\$ 31,760.40	
Total Subtask 3.4				\$ 39,503.56	





Subtask 3.5 Conduct Field Sampling Event					
Travel	Rate	Unit	# of units	Total	Description
Lodging	\$ 107.00	per night	20	\$ 2,140.00	
Per Diem	\$ 59.00	per day	20	\$ 1,180.00	
Mileage	\$ 0.670	per mile	0	\$ 	
Rental Box Truck	\$ 950.00	per trip	1	\$ 950.00	
Rental Truck	\$ 88.00	per day	20	\$ 1,760.00	
Fuel for Vehicle(s)	\$ 3.50	per gal	750	\$ 2,625.00	
Subtotal				\$ 8,655.00	
G&A				\$ 1,557.90	
Total Travel: Conduct Field Sampling Event				\$ 10,212.90	
ODCs	 Rate	Unit	# of units	Total	Description
GW Sampling Pump	\$ 350.00	per week	1	\$ 350.00	Weekly Rate
Pump Timer Control Unit	\$ 115.00	per week	1	\$	Weekly Rate
Photo-Ionization Detector	\$ 320.00	per week	1	\$ 320.00	1 Week Rental (MiniRAE 3000, Calibration Kit)
Sub-meter GPS Transceiver - Handheld	\$ 735.00	per week	1	\$ 735.00	1 Week Rental (GPS + Antenna)
Water Level Tape	\$ 80.00	per week	1	\$ 80.00	Weekly Rate
Water Quality Meter	\$ 375.00	per week	1	\$ 375.00	Weekly Rate
Subtotal				\$ 1,975.00	
G&A				\$ 355.50	
Total ODCs				\$ 2,330.50	
Total Subtask 3.5				\$ 12,543.40	



Subtask 3.6 IDW Management and Disposal						
Travel	Rate	Unit	# of units			Description
Per Diem	\$ 59.00	per day	1	\$	59.00	1 Day for Waste Disposal Oversight
Rental Truck	\$ 88.00	per day	1	\$	88.00	1 Day for Waste Disposal Oversight
Fuel for Vehicle(s)	\$ 3.50	per gal	80	\$	280.00	
Subtotal				\$	427.00	
G&A				\$	76.86	
Total Travel: IDW Management and Disposal				\$	503.86	
Subcontractors	Rate	Unit	# of units		Total	Description
1	\$ 500.00	drum	18	\$	9,000.00	IDW Transportation and Disposal (non-hazardous soil and water)
Subtotal				\$	9,000.00	
G&A				\$	450.00	
Total Subcontractors: IDW Management and Disposal				s	9,450.00	
Total Subtask 3.6				\$	9,953.86	
TOTAL TASK 3				\$	66,720.82	
Total ODCs, Travel, and Subcontracts				\$	67,274.24	



Former Pennsboro Glass Facilities Expanded Site Investigation West Virginia Department of Environmental Protection-OER

MATERIALS & SUPPLIES		Qty per	Cases		t. Cost		
Supply Description	Est. Qty	Case	Needed	pe	r Case	Es	t. Cost
Bubble Wrap					07.00	ф	17.40
-0-ml VOA	1	1000	0.2	\$	87.00	\$	87.00
Bubble Wrap4 oz	1	1000	1	\$	87.00	\$	21.00
Bubble Wrap8 oz	1	250	0.5	\$	42.00	\$	21.20
Bubble Wrap32 oz	11	450	0.2	\$	106.00	\$	22.30
Qt. Ziplock	1	40	5	\$	4.46		89.20
Gal. Ziplock	1	30	20	\$	4.46	\$	17.50
2.5 Gal Ziplock	1	12	5	\$	3.50	\$	13.79
" x 4" Labels	100	250	1	\$	13.79	\$	135.00
5-gm or 4 oz Encore/Jar Soil VOA	9	20	1	\$	135.00	\$	356.40
4-oz CWM Moisture	10	24	10	\$	35.64	\$	422.40
4-oz CWM Septa	10	24	10	\$	42.24	\$	27.12
8-oz CWM (0250-0015-QC)	1	12	1	\$	27.12		237.72
1-L Amber	1	12	7	\$	33.96	\$	231.12
1-L Poly (34oz. Cyl Round Nat. 1000-					07.06	¢.	27.96
1010-QC)	1	12	1	\$	27.96	\$	176.00
Gloves (TNT Nitrile) Lg	1	100	8	-	22.00	\$	120.00
Aluminum Pans Deep (PTV-6050XH)	1	40	2	-	8.00	\$	40.00
Batteries (AA, AAA,C)	11	4	5	\$	8.00	D.	40.00
Shipping+Return (for coolers &					150.00	\$	3,000.00
instruments)	20	-	20	-		\$	5.00
Decon Towlettes	2	-	2	-		\$	50.00
Paper Towels	6	-	5	-		\$	77.74
Strapping Tape (ft)	1	8		+		\$	80.00
Pine Chips (lg)	4	1	4	-		\$	10.00
42 Gallon 3 mil Contractor Trash Bags	1	24		+		\$	6.00
Stress Fluids	1	24		-		\$	4.00
Sharpies	4	1		\$	143.34	-	716.70
DIUF Water	5	1		4	143.34	Ψ	710.70
Barrel 0.45 um Filter QED QuickFilter			11.		16.95	\$	186.45
Inline	00		11.0			\$	207.00
Ice (7 lb bag)	138		-	3 \$		\$	900.00
Tubing for well Pump	0			0 \$		\$	630.0
Cooler	18		1	8 9	33.00	\$	7,704.8
Subtotal:				+		\$	385.2
G&A (5%)				+		\$	8,090.1
				+		\$	485.4
Fee (6%)						\$	8,575.5



