

TRANSMITTAL LETTER

7012 MacCorkle Avenue, SE, Charleston, WV 25304 ■ Phone: (304) 342-1400 ■ Fax: (304) 343-9031

To: Mr. Chuck Bowman
WV Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305

Date: May 7, 2009
Project No.: 0101-09-0145

Sent Via: Mail Federal Express United Parcel Service
 Hand Carried Other: _____

Quantity	Description
1	DEP14598 Reclamation: Restoration of Land and Other Properties
1	DEP14598 Addendum No. 1
1	Check in the Amount of \$1,614.75
1	Certificate of Insurance
	2009 MAY -7 AM 11: 37
	WV PURCHASING
	DIVISION
Remarks:	

By: David J. Corsaro/mh
c: _____



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

Request for Quotation

RFQ NUMBER
DEP14598

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

RFQ COPY
TYPE NAME/ADDRESS HERE
 Potesta & Associates, Inc.
 7012 MacCorkle Avenue, SE
 Charleston, WV 25304

SHIP TO
 ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 ENVIRONMENTAL REMEDIATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/04/2009				

BID OPENING DATE: **04/29/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOF	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$32,295.00
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR THE RETROFIT AND OPERATION & MAINTENANCE OF A REMEDIATION SYSTEM LOCATED ON THE ADKINS PROPERTY IN CROSS LANES, KANAWHA COUNTY, WEST VIRGINIA, PER THE FOLLOWING BID REQUIREMENTS, TERMS & CONDITIONS, SPECIFICATIONS, AND THE ATTACHED BID SCHEDULE. A MANDATORY ON-SITE PRE-BID MEETING IS SCHEDULED FOR THURSDAY, APRIL 02, 2009, AT 10:30 AM. DIRECTIONS TO THE SITE ARE CONTAINED IN THE ATTACHED SPECIFICATIONS. FAILURE TO ATTEND THIS MANDATORY MEETING WILL RESULT IN THE DISQUALIFICATION OF VENDOR'S SUBMITTED BID PROPOSAL. EXHIBIT 5 WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>R.P. Potesta</i>	TELEPHONE (304) 342-1400	DATE May 7, 2009
TITLE President	FEIN 31-1509066	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
 2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
 3. Complete all sections of the quotation form.
 4. Unit prices shall prevail in case of discrepancy.
-
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
 6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
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ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 ENVIRONMENTAL REMEDIATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>R. Potesta</i>	TELEPHONE (304) 342-1400	DATE May 7, 2009
TITLE President	FEIN 31-1509066	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS</p>						

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<p>MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 342-1400	DATE May 7, 2009	
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

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DATE PRINTED 03/04/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 .. April 24, 2009</p> <p>NO. 2 ..</p> <p>NO. 3 ..</p> <p>NO. 4 ..</p> <p>NO. 5 ..</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....<i>RR Potesta</i>.....SIGNATURE</p> <p>.....Potesta & Associates, Inc.....COMPANY</p> <p>.....May 7, 2009.....DATE</p>						

REV. 11/96

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTRACTORS LICENSE						
<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: PLEASE SEE EXEMPTION CERTIFICATE ON FOLLOWING PAGE</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS</p>						

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SIGNATURE <i>CP Potesta</i>	TELEPHONE (304) 342-1400	DATE May 7, 2009
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WEST VIRGINIA DIVISION OF LABOR

749-B Building 6 , Capitol Complex • Charleston, West Virginia 25305

Phone (304) 558-7890 • Fax (304) 558-3797

HTTP://WWW.LABOR.STATE.WV.US

JOE MANCHIN, III
Governor



DAVID W. MULLINS
Commissioner

WEST VIRGINIA CONTRACTOR LICENSING BOARD

Building 6, Room B-749, Capitol Complex

Charleston, West Virginia 25305

March 12, 2009

EXEMPTION FROM THE REQUIREMENTS OF THE CONTRACTOR LICENSING ACT

The following company has demonstrated through a letter of explanation that due to the nature of business being conducted, the company is exempt from provisions of the West Virginia Contractor Licensing Law.

Potesta & Associates, Inc.
70122 MacCorkle Avenue, SE.
Charleston, WV 25304

TYPE OF WORK PERFORMED....

“Engineering, permitting and environmental consulting services.”

This exemption does not apply to work, which is subject to State Building Codes and National Fire Protection Association codes.

This exemption expires: **March 12, 2010**

A handwritten signature in cursive script that reads "David W. Mullins".

David W. Mullins
Commissioner

* To renew this exemption, please fax it to (304) 558-5174 *



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<p>DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP14598</p> <p>BID OPENING DATE: 04/29/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY (304) 343-9031</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 342-1400	DATE May 7, 2009	
TITLE President	FEIN 31-1509066	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
DEP14598

PAGE
9

ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

VENDOR

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

Potesta & Associates, Inc.
 7012 MacCorkle Avenue, SE
 Charleston, WV 25304

SUPPLIER

**ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 ENVIRONMENTAL REMEDIATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/04/2009				

BID OPENING DATE: **04/29/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>----- David J. Corsaro -----</p>						
***** THIS IS THE END OF RFQ DEP14598 ***** TOTAL:						<u>\$32,295.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>RR Potesta</i>	TELEPHONE (304) 342-1400	DATE May 7, 2009
TITLE President	FEIN 31-1509066	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

RFQ# DEP14598
INFORMATION FOR BIDDERS

The State of West Virginia, Department of Environmental Protection, Office of Environmental Remediation is requesting quotes for retrofitting, operation and maintenance of a groundwater remediation system at a leaking underground storage tank cleanup site at Adkins Property, Cross Lanes, West Virginia. There will be no engineering services for this contract.

BACKGROUND

It is the intent of this contract to retrofit a groundwater remediation system according to the specifications set forth in this RFQ, startup system and conduct at least one year of operation and maintenance of the system.

SERVICES REQUIRED

The WVDEP/OER is requesting quotes for retrofitting, operation and maintenance of a groundwater remediation system at a leaking underground storage tank cleanup site.

A mandatory Pre Bid Conference will be held on site at Route 622 (Big Tyler Road). Meet at the east side of the parking lot at the Perrow Church at 5345 Big Tyler Road, Cross Lanes, WV. Coordinates of the site are: **38°25'51.82"N 81°46'26.78"W**.

- **Directions from Charleston**

From Charleston (westbound), take I-64 towards Huntington. There is only one westbound exit at Cross Lanes (exit 47). Turn right at the end of the exit ramp and follow Goff Mountain Road until you reach the stop light. Continue straight through the light (this is Big Tyler Road) and the church is approximately 2 miles and will be on the right.

- **Directions from Huntington and the Teays Valley Area**

From Huntington and the Teays Valley area (eastbound), take I-64 towards Charleston. At Cross Lanes, there are two exits; take the second exit, exit 47B. The road will circle around and take you over the interstate, where you will come to the first stoplight. Go straight through the light (the right-hand lane), and follow the road (Goff Mountain Road) until you reach the next light. At the next light, go straight through the light again (Big Tyler Road) and follow Big Tyler Road (route 622). The church is approximately 2 miles and will be on your right.

The WVDEP/OER shall be responsible for retaining the right of entries. The WVDEP/OER shall be responsible for collection and analyses of soil and water samples during closure activities.

The Contractor will be responsible for complying with any and all health and safety requirements related to the work, including but not limited to, employees, traffic control, and utility location verification, if needed. The Contractor will be responsible for contacting Miss Utility. The

Contractor will also be held responsible for all cost associated for replacing or repairing any utilities damaged by the Contractor. WVDEP will not reimburse Contractor for any repair or replacement of any such damaged utility. WVDEP will not pay any down time due to utility damage/repair or any other unforeseen reasons. Contractor shall also be responsible for obtaining and complying with any city or county ordinances, such as building or demolition permits, if needed.

The Contractor shall be responsible for paying and/or securing all taxes, permits, fees, compensation, and any other items necessary to render and hold the WVDEP and the property owner free and harmless from all claims arising from services performed under this contract.

The Contractor shall take such steps as are required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee on Equal Opportunity.

Work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives. Such inspection will, among other things, ensure technical compliance.

In accomplishing services to fulfill the requirements of this RFQ, neither the Contractor nor his subcontractor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.

It is the responsibility of the contractor to pay his or her employees the prevailing wage rate for the county in which they are working. A certified payroll may be requested.

Contractor's critical personnel at the job site shall have completed the mandatory 40 hour health and safety training course, with annual refresher, in accordance with the requirements of the Occupational Safety and Health Administration 29CFR 1910.120.

Contractor must submit all critical certified personnel's full name and date of 8 hr. refresher course for 40-hour health and safety training course.

Sample:

40 Hr. HAZWOPER and 8 hr. refresher date- Certified persons:			
Name: _____	Certified Y/N	8 hr. Refresher Date:	_____
Name: _____	Certified Y/N	8 hr. Refresher Date:	_____
Name: _____	Certified Y/N	8 hr. Refresher Date:	_____

The State hereby notifies the Contractor that work is to be performed on property, where the contractor's employees may be exposed to petroleum contamination and other hazardous materials existing at Leaking Underground Storage Tank sites.

GENERAL CONDITIONS (Please refer to the West Virginia Purchasing Division's standard exhibit language contained in the Purchasing Division's Request for Quotation forms at the beginning of this document for complete descriptions and requirements regarding the Bond and Insurance sections noted below.)

- **Bonds**

Bid Bond will be required. This is an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event a selected bidder fails to accept the contract as bid. WV State Purchasing shall list the amount of the bond.

Performance Bond will be required. This is an insurance agreement in which a valid surety agrees to be liable to pay a certain amount of money in the event a vendor fails to perform a contract as bid. WV State Purchasing shall list the amount of the bond.

- **Period of Contract**

The contract shall become effective from the date of award and shall continue for a period of one (1) year.

- **The Contractor shall maintain insurance as follows:**

Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$1,000,000.00 aggregate.

The required insurance must be written by a company or companies licensed to do business in West Virginia at the time the policy is issued and the policy must be countersigned by a licensed resident agent.

The Contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee on Equal Opportunity.

- **Invoicing & Payments**

A. Payment to the Contractor will be made on the basis of the items and unit prices outlined in the Purchase Order.

B. Invoices may be submitted monthly for work performed during that period and shall adhere to the unit rates and quantities listed in this contract. Invoices submitted must contain Project Name, Project Number, LUST number, WV ID number, performance period (beginning and ending date work was performed). The State may retain ten percent (10%) of each invoice to guarantee that all of the conditions of the contract have been met. This retainage may be held for a period of six (6) months. However, final payment (except for any retainage which may be held) will only be made after all work and reports specified in this contract are delivered and accepted by the State. All invoices shall show labor and other expenses incurred during the billing period, work accomplished during the billing period and the work yet to be accomplished. Invoices

showing costs (unit prices) not clearly identifiable will not be paid. Also, no invoices will be paid in excess of the total amount of this contract. No payment(s) will be authorized for any work incurred as a result of any error on the part of the Contractor.

- C. Before any invoice is processed for payment the work performed during the specified timeframe shall be verified by WVDEP's Project Manager overseeing the project.

- **Changes in the Contract**

The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by a Change Order. A Change Order signed by both the State and Contractor indicates both parties' agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined by mutual acceptance of properly documented unit prices.

Line Item Descriptions

1. Removal of old pneumatic groundwater pumps and install new pumps.

This item will include the removal of 9 old pneumatic groundwater pumps from MWs (R-1, R-4, R-5, R-6, R-7, R-8, R-9, R-10, & R-11): includes all labor, transportation and materials necessary to disconnect and remove old pneumatic pumps from the wells. Install 9 new pneumatic groundwater pumps in MWs (R-1, R-4, R-5, R-6, R-7, R-8, R-9, R-10, & R-11): includes all labor, transportation and materials necessary to connect new pneumatic pumps to existing regulators, air supply and discharge hose to the wells. Replace tubing in vault if necessary and jet out recovery lines. This item shall be paid on a lump sum basis.

2. Remove old air stripper.

This item includes all labor, transportation and materials necessary to disconnect plumbing from oil /water separator, disconnect from discharge line, wiring and disconnection and relocation of Rotron blower. Move old stripper outside of building. This item shall be paid on a lump sum basis.

3. Remove all other equipment within the trailer and lay at least 5/8 inch treated plywood over top existing floor.

This item includes all labor, transportation and materials necessary to remove all other equipment from the building and cover the entire floor with at least 5/8 inch treated plywood. The interior dimensions are: Length: 20 feet 4 inches; Width: 89 inches; Height: 78 inches. This item shall be paid on a lump sum basis.

4. Clean and Elevate Oil/Water separator so that it gravity flows to air diffuser.

This item includes all labor, transportation and materials necessary to clean and elevate oil/water separator so that it gravity flows to air diffuser and build an elevated treated lumber platform (capable of holding oil/water separator full of liquid), plumbing from influent line, wiring and disconnection and removal of water transfer pump. This item shall be paid on a lump sum basis.

5. Install new Aeromix Air diffuser (furnished by WVDEP).

This tem includes all labor, transportation and materials necessary for plumbing from oil /water separator, discharge line, wiring and connection of Rotron blower. This item shall be paid on a lump sum basis.

6. Install all other equipment that was removed from building for floor installation.

This tem includes all labor, transportation and materials necessary to install all other equipment that was removed from building for floor installation. This item shall be paid on a lump sum basis.

7. Inspect and perform maintenance on air compressor and air drier. Change oil and filters if necessary. Check for air leaks.

This tem includes all labor, transportation and materials necessary to inspect air compressor and air drier. Change oil and filters if necessary and check for air leaks. This item shall be paid on a lump sum basis.

8. Remove and properly dispose of spent carbon.

This tem includes all labor, transportation and materials necessary to remove and properly dispose of spent carbon. Two cylinders and each cylinder contain 1.5 cubic feet of carbon. This item shall be paid on a lump sum basis.

9. Remove and properly dispose of any sludges created from cleaning oil/water separator.

This tem includes all labor, transportation and materials necessary to remove and properly dispose of sludges. This item shall be paid on a lump sum basis.

10. System Startup

Includes all labor, transportation and materials necessary to start system up, verify all pumps are pumping correctly and adjust flow rates if necessary, verify telemetry equipment is working, check and verify all safety shut off devices are working

properly, inspect oil/water separator and air diffuser to ensure they are working properly and are not leaking. Inspect all electrical motors to ensure they are running properly and without excessive loads, which may overheat them. Observe the system daily for a period of one week (5 consecutive working days) to ensure system efficiency and correct any deficiencies and report any problem to the WVDEP Project Manager overseeing project. This item shall be paid on a lump sum basis

11. System operation and maintenance (O & M)

This item will include all costs for performing semi-monthly (twice a month) remediation system operation and maintenance monitoring and prepare system inspection logs for submittal with quarterly reports. Contractor must have dedicated phone line and computer equipment to interface with remediation system remote telemetry system. Contractor will collect and log data from vacuum gauges, hour meters, water totalizer meter, measure exhaust flow rate, exhaust concentration (with a PID) and other data as needed during site visits, as well as monitoring system components via the telemetry system. In addition, contractor will check sediment/sludge levels in system equipment (air/water knockout tanks, poly settling tank and oil/water separator), and change bag filters as needed. This item shall be paid on a per event basis.

12. Discharge/Effluent Sampling

This includes all costs (including sample containers, coolers, ice, and shipping of samples to lab) for collecting two water discharge samples each month. Water effluent samples to be collected include one sample prior to the air diffuser and one final effluent sample. Each sample will be submitted for laboratory analysis of TPH-GRO and BTEX/MTBE per EPA Method 8015B and 8260B, respectively. The final water effluent sample will also be analyzed for dissolved lead, dissolved iron, dissolved manganese (per EPA Method 6010) and pH. Once analytical results are received, contractor will prepare and submit monthly DMR's to the WVDEP-DWR, with a copy to the WVDEP-OER project manager. Lab analysis cost will be paid for by WVDEP and is not part of this contract. This item shall be paid on a per event basis.

13. Groundwater Gauging & Sampling

This includes all costs (including sample containers, coolers, ice, and shipping of samples to lab) to gauge and sample groundwater (and free product, if applicable) in all monitoring/recovery wells quarterly (4 times a year). Please note that, if possible, monitoring/recovery well gauging and sampling should be conducted no sooner than 24 hours after the remediation system has been shut down. This will allow for subsurface conditions to stabilize prior to gauging/sampling. Depth to the top of the static water, and/or free product and total well depth will be measured from the top of each well casing. The gauging information will be utilized to determine product thickness and generate a potentiometric surface map. Top of casing elevations will be provided for all monitoring/recovery wells. Monitoring/recovery wells not containing free product will be purged by low flow purging method and sampled for the analyses of BTEX and MTBE per EPA method 8260B and TPH GRO/DRO per EPA Method 8015B. Three QA/QC samples (duplicate, rinse blank and trip blank) will also be

submitted and analyzed for the same parameters. Lab analysis cost will be paid for by WVDEP and is not part of this contract. Any generated purge water will be placed in the remediation system-settling tank and will be processed through the system upon system start-up. This item shall be paid on a per quarter event basis.

14. Quarterly Reports

This includes all costs to prepare and submit quarterly (4 times a year) Groundwater Monitoring reports to the WVDEP. The report will include a summary of system operation and downtime and any problems/repairs, permit compliance and quarterly analytical results discussion and conclusions/recommendations. Tables shall include summary of O&M visits, permit compliance sampling results, quarterly gauging/sampling results, dissolved- and vapor-phase mass removal data and telemetry data logs. Figures shall include site plan with monitoring/recovery well locations, groundwater potentiometric surface map based on quarterly gauging, and contaminant concentration map. Appendices shall include laboratory analytical reports, disposal manifests and any other pertinent documentation. This item shall be paid on a per report basis.

15. Monthly Report.

This includes all costs to prepare monthly O & M reports to be e-mailed or faxed to the WVDEP-OER project manager along with monthly permit compliance reports. Originals of these reports will be included in the quarterly O&M reports. Prepare and submit monthly DMR's to the WVDEP-DWR, with a copy to the WVDEP-OER project manager for review. This item shall be paid on a per report basis.

DEP14598
CERTIFIED PERSONNEL

017

Vendor Name: Potesta & Associates, Inc.

Contractor must submit all critical certified personnel's full name and date of 8 hr. refresher course for 40-hour health and safety training course:

40 Hr. HAZWOPER and 8 hr. refresher date- Certified persons:

Name: <u>David J. Corsaro</u>	Certified Y/N	<u>Y</u>	8 hr. Refresher Date: <u>March 2, 2009</u>
Name: <u>Chad A. Petry</u>	Certified Y/N	<u>Y</u>	8 hr. Refresher Date: <u>March 2, 2009</u>
Name: <u>Chris C. Jackson</u>	Certified Y/N	<u>Y</u>	8 hr. Refresher Date: <u>March 2, 2009</u>
Name: <u>Jeffrey C. Todd</u>	Certified Y/N	<u>Y</u>	8 hr. Refresher Date: <u>March 2, 2009</u>
Name: <u>Mark Messer</u>	Certified Y/N	<u>Y</u>	8 hr. Refresher Date: <u>March 2, 2009</u>
Name: <u>J. Wes McDonald</u>	Certified Y/N	<u>Y</u>	8 hr. Refresher Date: <u>March 2, 2009</u>

BID SCHEDULE #DEP14598

Retrofit, Operation and Maintenance
of a
Groundwater Remediation System
Crosslanes, WV

Buyer:	Page 018	Req/PO
Chuck Bowman		DEP14598
Spending Unit:		
WVDEP/DLR/OER		

Item No.	Quantity	Description	Unit Price	Amount
1	LS	Removal of old pneumatic groundwater pumps and install new pumps (Lump Sum)		1,850.00
2	LS	Remove old air stripper (Lump Sum)		No Charge
3	LS	Remove all other equipment within the trailer and lay at least 5/8 inch treated plywood over top existing floor (Lump Sum)		4,100.00
4	LS	Clean and Elevate Oil/Water separator (Lump Sum)		300.00
5	LS	Install new Aeromix Air diffuser (Lump Sum)		475.00
6	LS	Install all other equipment that was removed from building for floor installation (Lump sum)		2,950.00
7	LS	Inspect and perform maintenace on air compressor and air drier (Lump Sum)		No Charge
8	LS	Remove and properly dispose of spent carbon (Lump Sum)		200.00
9	LS	Remove and properly dispose of any sludges created from cleaning oil/water separator (Lump Sum)		200.00
10	LS	System Startup (Lump Sum)		5,000.00
11	24	System operation and maintenance (O & M) (Per Event)		9,600.00
12	12	Discharge/Effluent Sampling (Per Event)		No Charge
13	4	Groundwater Gauging & Sampling (Per Event)		2,400.00
14	4	Quarterly Reports (Per Report)		1,320.00
15	12	Monthly Reports (Per Report)		3,900.00

TOTAL =

\$32,295.00

BID BOND

019

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

BID BOND PREPARATION INSTRUCTIONS

020

AGENCY _____ (A)
RFQ/RFP# _____ (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the
Surety

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
_____ (C) of _____ (D), _____ (E),
as Principal, and _____ (F) of _____ (G),
_____ (H), a corporation organized and existing under the laws
of the State of _____ (I) with its principal office in the City of
_____ (J), as Surety, are held and firmly bound unto The State
of West Virginia, as Oblige, in the penal sum of _____ (K)
(\$ _____ (L)) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal
has submitted to the Purchasing Section of the Department of Administration
a certain bid or proposal, attached hereto and made a part hereof to enter into a
contract in writing for _____ (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a
contract in accordance with the bid or proposal attached hereto and shall furnish
any other bonds and insurance required by the bid or proposal, and shall in all
other respects perform the agreement created by the acceptance of said bid then
this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the
obligations of said Surety and its bond shall be in no way impaired or affected by
any extension of time within which the Oblige may accept such bid: and said
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their
hands and seals, and such of them as are corporations have caused their corporate
seals to be affixed hereto and these presents to be signed by their proper officers,
this _____ (N) day of _____ (O), 20 _____ (P).

Principal Corporate Seal

(R)

(U)
Surety Corporate Seal

(Name of Principal)
By _____ (S)
(Must be President or
Vice President)

Title

(V)
(Name of Surety)

(W)
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.**



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

I, Donna McCallister, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Potesta & Associates, Inc.; and,
(Company Name)
- 2. I do hereby attest that Potesta & Associates, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

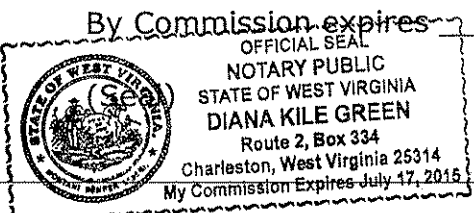
The above statements are sworn to under the penalty of perjury.

Potesta & Associates, Inc.
(Company Name)

By: Donna McCallister
Title: Accounting Supervisor
Date: 5-7-09

Taken, subscribed and sworn to before me this 7th day of May 2009

By Commission expires July 17, 2015



Diana Kile Green
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Potesta & Associates, Inc.Authorized Signature:  Date: May 7, 2009



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

Request for Quotation

RFQ NUMBER
 DEP14598

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 ENVIRONMENTAL REMEDIATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/24/2009	05/07/2009			

BID OPENING DATE: 04/24/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE ADKINS REMEDIATION SITE IN CROSS LANES TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND EQUIPMENT SPECIFICATION SHEETS AS A RESULT OF THE MANDATORY PRE-BID MEETING OF 04/02/09.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 04/29/09 TO 05/07/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		\$32,295.00
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *CP Posuba* TELEPHONE: (304) 342-1400 DATE: May 7, 2009

TITLE: President FEIN: 31-1509066 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14598
Project: Adkins site-Crosslanes

Bid Date: 04/29/09
Pre-Bid Date: 04/02/09

Name : BRYAN ARTHUR
Company: SWDEP
Address: P.O. Box 38
French Creek, WV
3608

Phone #: 304-924-6211
Fax #: 304-924-6781
Email: Bryan.Arthur@swdep.com

Name : DANE LEE
Company: WADEP
Address: 411 57th St SE
Wash DC 20024

Phone #: 202-372-1244
Fax #: 202-372-0157
Email: Dane.Lee@wadep.com

Name : Matthew Watson
Company: URS
Address: 1505 Beech St
Kenova, WV 25530

Phone #: 304-453-2527
Fax #: 304-453-3580
Email: Matthew.Watson@urscorp.com

Name : Greg Sowder
Company: URS
Address: 1505 Beech St.
Kenova, WV 25530

Phone #: 304-453-2527
Fax #: 304-453-3580
Email: Greg.Sowder@urscorp.com

Name : Rod Moore
Company: EnviroProbe INT SOLUS.
Address: 630 CROSS LANE 911
NITRO, WV 25143

Phone #: 304 776-6717
Fax #: 304 776-6769
Email: rmoores@enviroprobeinc.com

Name : CHAD PECKY
Company: POTESTA
Address: 7012 McCorkle Ave
Charleston WV

Phone #: 304 342-1400
Fax #: 304 343-9031
Email: Chadpecky@potesta.com

Name : MATT WRIGHT
Company: TRIAD ENG.
Address: TEAR'S VALLEY RD
SCOT DEPOT WV

Phone #: 755.0721
Fax #:
Email: MWRIGHT@TRIADENG.COM

Name : Timothy Wilfong
Company: KemRow Environmental Serv. Inc.
Address: 5000 1st Ave
Pine Bluff, WV 25131

Phone #: 304 755 0999
Fax #: 304 755 0990
Email: Timothy.Wilfong@kemrow.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14598
Project: Adkins site-Crosslanes

Bid Date: 04/29/09
Pre-Bid Date: 04/02/09

Name : Christopher Amick
Company: KEMRON Environmental Services
Address: 5 Crooked Way
Pocah, WV 25159

Phone #: 304-755-0999
Fax #: 304-755-0990
Email : camick@kemron.com

Name : Jeremiah Williamson
Company: Sanford + Sons Etc.
Address: Rt 1 Box 281
Genoa, WV 25517

Phone #: 304 272 5923
Fax #: 304 272 5823
Email : sanford.sons@frontiernet.net

Name : GEORGE STOTHERS
Company: NGE
Address: 171 Montour Run Rd
Moontop, PA 15104

Phone #: 412 722 1970
Fax #: 412 722 1929
Email : gstuthers@nge-novel.com

Name : Bill Hunt
Company: NGE
Address: 306 B Street
St. Albans, WV 25177

Phone #: 304-201-5180
Fax #: 304-201-5182
Email : bhunt@nge-consulting.com

Name : Frank Lampert
Company: Envirocheck
Address: 375 Mt. Lane
Tazewell VA, 24651

Phone#: 276.472.2174
Fax #: 276.472.2425
Email : jileslet@earthlink.net

Name : ~~XXXXXXXXXXXX~~
Company: ~~XXXXXXXXXXXX~~
Address: ~~XXXXXXXXXXXX~~

Phone#: ~~XXXXXXXXXXXX~~
Fax #: ~~XXXXXXXXXXXX~~
Email : ~~XXXXXXXXXXXX~~

Name : Devin Davis
Company: Astech Corp
Address: Rt 1 Box 479B
Char WV 25312

Phone#: 304-342-0545
Fax #: 304 342-3972
Email :

Name : Branden Vista
Company: CORE Environmental Serv.
Address: 4 Grassiana Plaza
Morgantown, WV 26508

Phone#: 304-292-2673
Fax #: 304-292-2773
Email : bviola@core-env.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14598
Project: Adkins site-Crosslanes

Bid Date: 04/29/09
Pre-Bid Date: 04/02/09

Name : Eli Wagoner
Company: Ryan Environmental
Address: RT 4 Box 260
Bridgeport, WV
26330
Phone #: 304-842-5578
Fax #: 304-842-5131
Email : EWagoner@RyanEnviro.com

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : Triad Engineering
Company: Triad Engineering
Address: 2001 Triad Building
115th Street WV 26557
Phone #: 304-755-0721
Fax #: 304-755-1530
Email : triad@triadeng.com

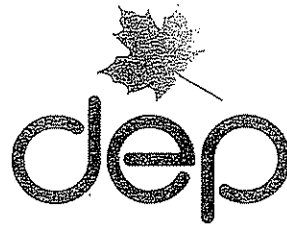
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Phone# : _____
Fax # : _____
Email : _____



west virginia department of environmental protection

Division of Land Restoration
P.O. Box 38, St. Rt. 20 South
French Creek, WV 26218
(304) 926-0499 ext. 1201, fax (304) 924-6781

Joe Manchin III, Governor
Randy C. Huffman, Cabinet Secretary
www.wvdep.org

April 20, 2009

Questions and Answers for DEP14598
Pre Bid on April 2, 2009

1. Question: Can you provide us with the specs for the pneumatic pumps?
Answer: Yes. See attachment A.
2. Question: Can you provide us with the specs for the oil water separator?
Answer: Yes. See attachment A.
3. Question: Can you provide us with the specs for the air diffuser?
Answer: Yes. See attachment B.
4. Question: Can you provide us with the maintenance requirements for the air compressor?
Answer: Yes. See attachment A.
5. Question: Can you provide us with the drawings for the recovery well hookup?
Answer: Yes. See attachment C.
6. Question: Can you provide us with "as built" drawings/flow diagrams?
Answer: Yes. See attachment D.
7. Question: Do you want to lay a new floor in the room where the air compressor is?
Answer: No. You will be require to cover the old floor in the area of the trailer where the actual pump and treat equipment is. The interior dimensions are: Length:16 feet, Width: 89 inches, Height 78 inches.



PNEUMATIC MACHINERY CO., INC.

1301 North Euclid Avenue • Princeton, Illinois 61356-9990
Phone (815) 875-3321 • Fax (815) 872-0421

Champion Pneumatic Machinery Co., Inc. Model VR5-8 Simplex Tank Mounted Air Compressor Package consists of the following items:

COMPRESSOR: Two-stage, single acting, air cooled, V-belt driven, splash lubricated reciprocating type, with start-stop control, and dry type 10 micron intake filter silencer. Compressor delivers 16.5 CFM at 175 PSIG when operating at 710 RPM. The compressor and motor are mounted on an air receiver.

MOTOR: 5HP, 1725 RPM, 230/460 Volt, 60Hertz, 3 Phase, open drip proof Baldor motor with 1.15 service factor.

AIR RECEIVER: ASME stamped, National Board registered, with a nominal capacity of 80 gallons and a working pressure of 200 PSIG. Receiver is equipped with pressure gauge, ASME pressure relief valve, pressure switch, automatic tank drain and service valve.

ELECTRICAL SYSTEM: Underwriters Laboratories labeled full voltage, non-reversing magnetic starter with a NEMA 1 enclosure. Starter includes (1) contactor with thermal overload protection and door mounted reset. Panel is mounted and prewired, requiring inlet power connection only.

AIR DRYER: Model 18CND, (18CFM, 38 F pressure dewpoint, 100 F inlet air and 100 F ambient air), cycling type with mechanical refrigeration system. Air dryer is equipped with refrigerant suction pressure gauge and drain trap. Dryer is shipped separate.

FILTRATION: Model 25RT coalescing filter (0.7 micron, 25 CFM) and Model 18LT (0.3 micron, 18 CFM). Filters are shipped separate.

UNIT ASSEMBLY: The package will be assembled, tested and painted, according to manufacturers standard, prior to shipment.

DISCLAIMER: Nothing contained within this submittal data is intended to extend any warranty or representation, expressed or implied, regarding the products described herein. Any such warranties or other terms or conditions of sale of products shall be in accordance with Champion Pneumatic Machinery Co. Inc. Standard Terms And Conditions Of Sale for such products.

VR5-8A



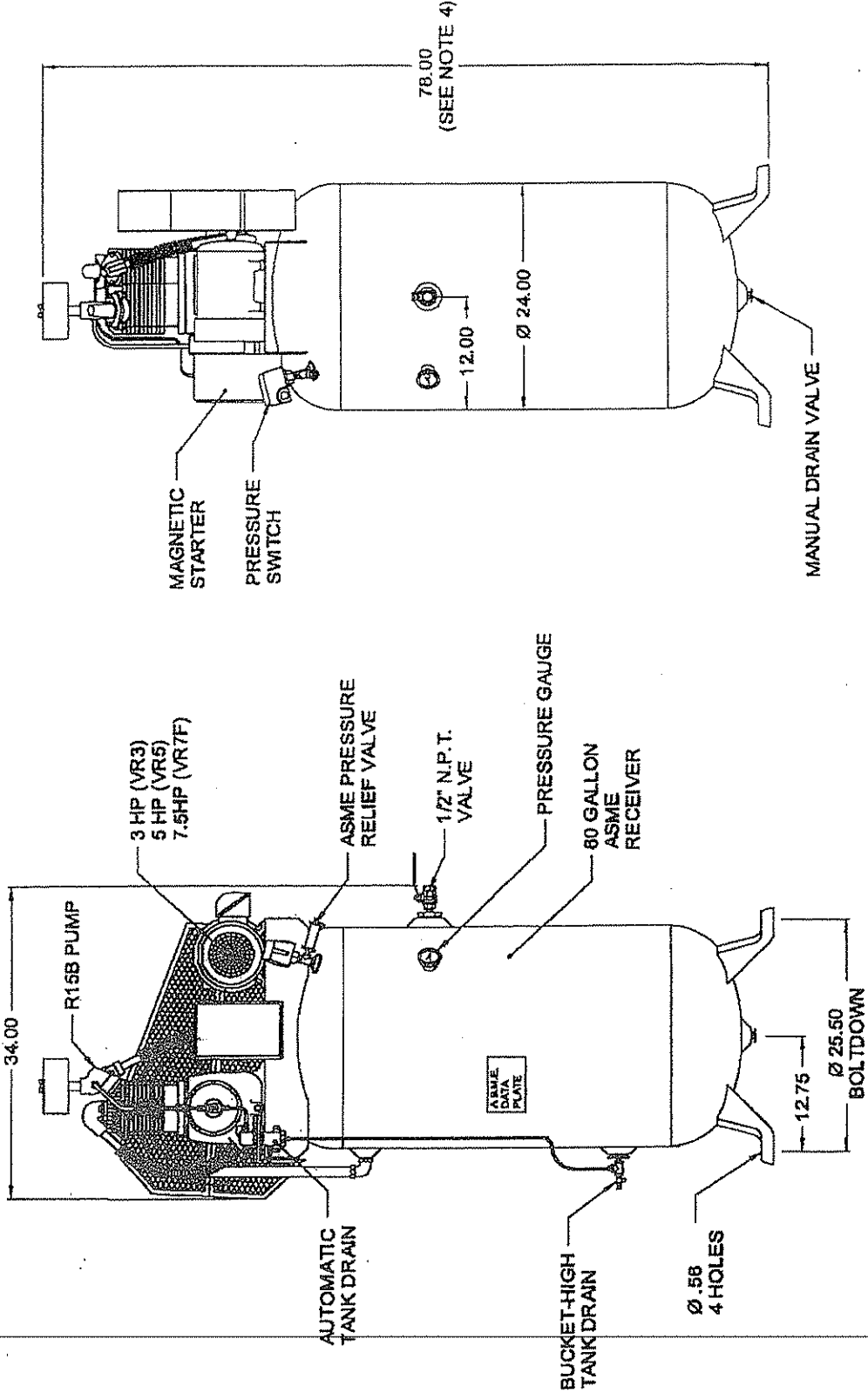
PRODUCTS CONCEIVED BY COMMON SENSE . . . PERFECTED BY EXPERIENCE SINCE 1919



DD-B-141

NOTES:

- 1. DO NOT SCALE PRINT, TYPICAL DIMENSIONS ONLY.
- 2. SPECIFICATIONS AND DIMENSIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE OR OBLIGATION.
- 3. ALL DIMENSIONS IN INCHES.
- 4. ADD 1" TO HEIGHT FOR VIBRATION ISOLATION OPTION.



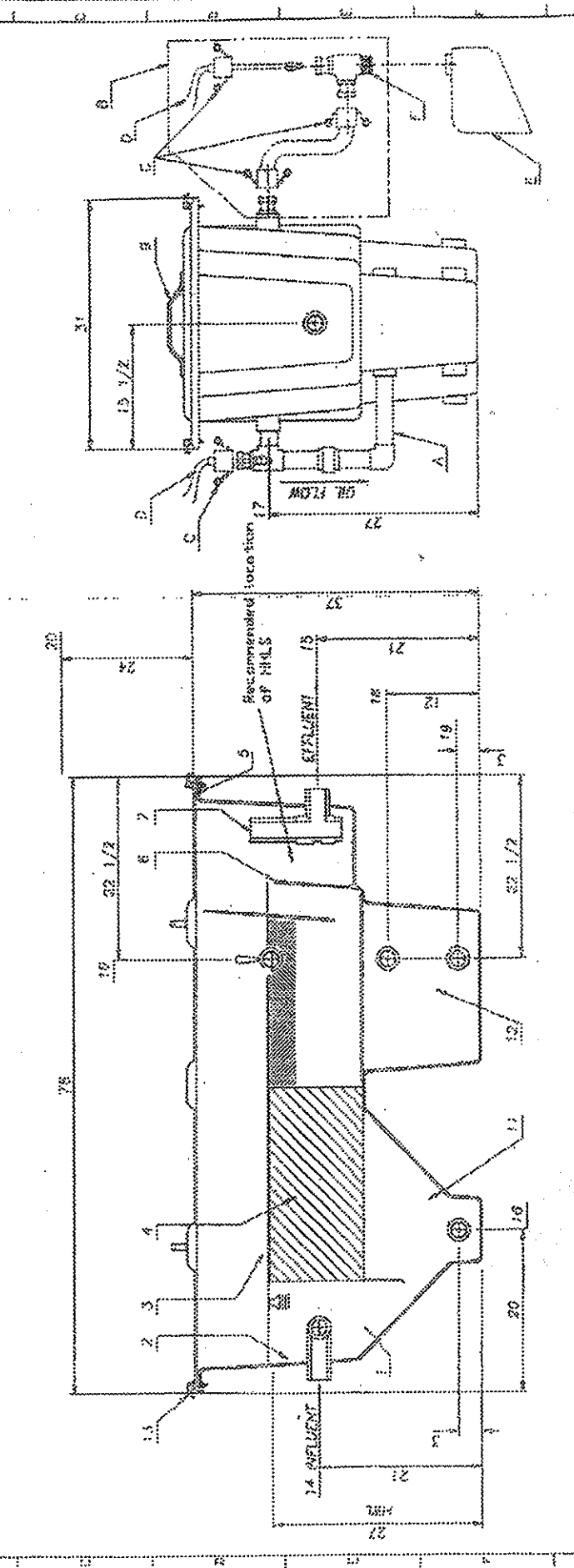
NOTICE:

REFERENCE DRAWING ONLY MAY NOT INCLUDE SPECIFIC ACCESSORY ITEMS FOR ANY PARTICULAR ORDER.

CHAMPION PNEUMATIC MACHINERY CO., INC.

UNIT MODEL	PRINT NO.:
	DD-B-141
VR3-8 & VR5-8 VR7F-8	DRAWN BY: M. GRAY
	DATE: 7-9-97
	CHK'D BY: DA
	DATE: 7-9-97

ITEM	CITY	DESCRIPTION	1 LB. SQUARE FEET	2 LB. SQUARE FEET	3 LB. SQUARE FEET	4 LB. SQUARE FEET	5 LB. SQUARE FEET	6 LB. SQUARE FEET	7 LB. SQUARE FEET	8 LB. SQUARE FEET	9 LB. SQUARE FEET	10 LB. SQUARE FEET	11 LB. SQUARE FEET	12 LB. SQUARE FEET	13 LB. SQUARE FEET	14 LB. SQUARE FEET	15 LB. SQUARE FEET	16 LB. SQUARE FEET	17 LB. SQUARE FEET	18 LB. SQUARE FEET	19 LB. SQUARE FEET	20 LB. SQUARE FEET
1	1	INFLUENT DIFFUSION CHAMBER	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
2	1	SEPARATION CHAMBER	372	372	372	372	372	372	372	372	372	372	372	372	372	372	372	372	372	372	372	372
3	1	EFFLUENT DIFFUSION CHAMBER	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
4	1	SEPARATION CHAMBER	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
5	1	REMOVABLE PVC DASHNET, 2" SHARPER	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
6	1	HEAVY DUTY DASHNET, 3" SHARPER	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
7	1	EFFLUENT SCREEN BAFFLE	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11
8	1	EFFLUENT CHAMBER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	1	REMOVABLE LIP WITH HANGERS	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
10	1	ROTARY PIPE DR. SKIMMER																				
11	1	SLUDGE COLLECTION CHAMBER																				



HYDRO-FLO TECHNOLOGIES INC.

PANA-PAK COALESCING TYPE OIL/WATER SEPARATOR
 WITH ROTARY PIPE SKIMMER
 MOLDED FIBERGLASS CONSTRUCTION
 TS-004 GENERAL ARRANGEMENT DRAWING

DATE: 7
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 JOB NO. CUSTOMER: [blank]
 DRAWING NUMBER: TS-004-A01

AVAILABLE WITH VARIOUS COALESCING MEDIA TYPES
 PVC - CPVC - FIBERGLASS
 VARIOUS MEDIA PLATE SPACINGS -- #15 -- #21 -- #34
 PLEASE CONSULT THE FACTORY FOR SPECIFIC SIZING
 CRITERIA, OPTIONS & APPLICATION INFORMATION

ITEM	DESCRIPTION
A	OIL TRANSFER-SHAFT GLASS ASSEMBLY
B	OIL TRANSFER-FLEXIBLE HOSE ASSEMBLY
C	HEAVY DUTY QUICK DISCONNECT
D	HEAVY DUTY HIGH OIL LEVEL S.S. SWITCH
E	POLYETHYLENE OIL DRUM
F	STANDARD DRUM BOND FITTING
G	HEAVY DUTY MOUNTING FLANGE (NOT SHOWN)
H	ELEVATED PLATFORM, ADJUSTABLE HEIGHT (NOT SHOWN)

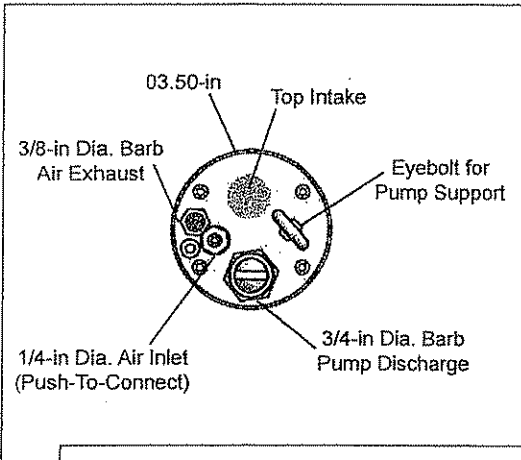
SELECTION TABLE FOR MVP SERIES PUMPS

Part Number	Model	Pump OD (in)	Pump Length (in)	Volume /cycle ¹ (US gal)	Material ²			Min. Submergence (in)	Pump Weight (lb)	Max. FlowRate ³ (gpm)	Air Valve Filtration
					Body	Pump Head	Pump Bottom				
Top Loading Models											
TR-775	MVP ET	3.5	40.5	0.4	Stainless Steel	S.S.*	S.S.*	40.1	27	8	Yes
TR-775S	MVP ETS		35.5	0.2				35.1	22	7	Yes
TR-802	MVP EDT		40.5	0.4		Delrin®	Delrin®	40.1	20	8	Yes
TR-802SP	MVP EDTS		35.5	0.2				35.1	16	7	Yes
Bottom Loading Models											
TR-776	MVP EB	3.5	42.5	0.4	Stainless Steel	S.S.*	S.S.*	34	27	9.5	Yes
TR-776S	MVP EBS		37.5	0.2				29	22	7.5	Yes
TR-803	MVP EDB		40.5	0.4		Delrin®	Delrin®	32	16	9.5	Yes
TR-803SP	MVP EDBS		35.5	0.2				29	15	7.5	Yes

* Stainless Steel

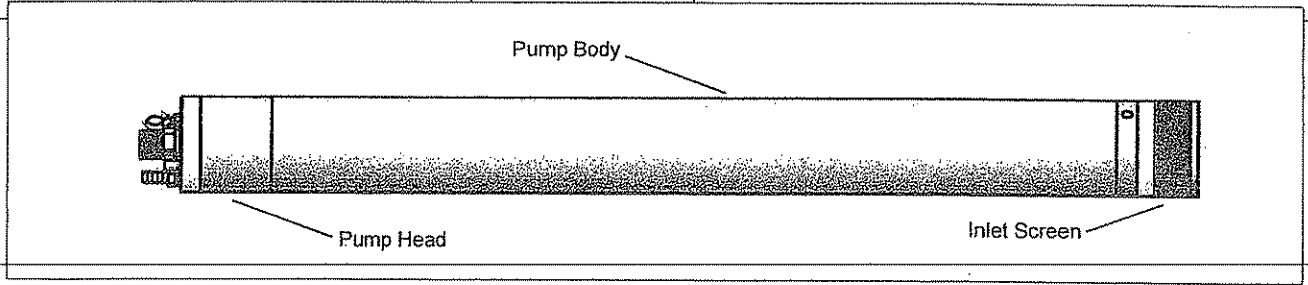
- 1) Volume per pump cycle will vary slightly depending on air pressure supplied to pump, depth of well, etc.
- 2) Other materials of construction for some pump configurations are available. Contact DGSi for assistance.
- 3) Maximum flow rates can vary due to air pressure supplied to pump, depth of well, etc. For assistance, contact DGSi

Note: DGSi also offers MVP Series pumps for landfill applications, complete with well seals. See www.DGSi.info/landfill



MVP EB Pump
(bottom-loading model)

Materials of Construction
 304 Stainless Steel: Pump Body, Discharge Tube
 303 Stainless Steel: Pump Head, Bottom Intake Valve Assembly Control Rod, Control Linkage Assembly
 Brass: All Hose and Tubing Barbs
 Delrin®: Control Linkage Bearings
 Nylon®: Discharge Check Valve Ball, Float Guide Bushings
 Buna-N®: Intake Check Valve Ball
 Viton®: O-Ring Seals, Air Inlet Ball Valve
 Glass Bead/Epoxy Composite: Float



Submersible Pumps

DURHAM GEO SLOPE INDICATOR

Valve Operation

The MVP Series pumps incorporate the air and exhaust valves on the same side of the pump head to impart a mechanical shifting advantage compared to valves located on opposite sides. The air valve operation is assisted by an encapsulated magnet in the pump head to instantly shift the air valve to the open position.

Pump Linkage

The MVP Series pumps feature all stainless steel linkage and Delrin® bushings to add durability and life to the pump. The high-strength stainless springs act as shock absorbers to reduce the energy that is created by the float movement. The springs are contained within a bushing, preventing them from being compressed beyond their design strength, increasing their life.

General Pump Construction

All of the MVP Series pumps have a Schedule 10 stainless steel pump body for superior durability. Fiberglass bodies are also available. The MVP E bottom loading pump uses a stainless steel screened bottom inlet with 0.1" openings. The MVP ED pump has a Delrin head and bottom inlet. The MVP ED and MVP E pumps utilize interchangeable internal components. The float is made of synthetic glass resin rated for use in temperatures up to 180°F while providing chemical compatibility. An optional stainless steel float is available. The top check balls are made of Nylon® and the bottom inlet is a precision-ground Buna-N ball.

Pump Maintenance

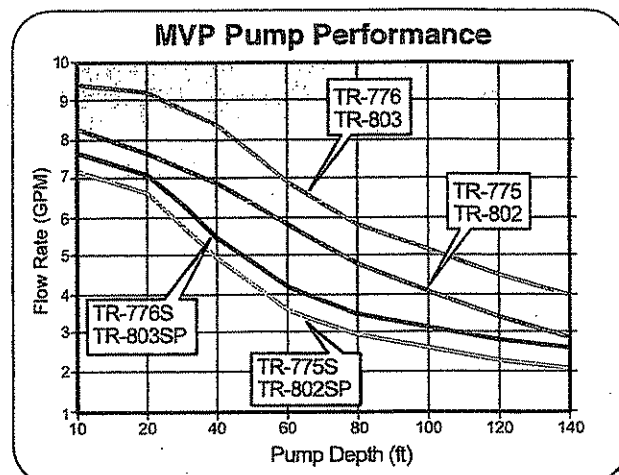
The pumps are designed to be field serviceable. Complete access to the internal components is achieved by unthreading the bottom intake of the pump. Should access to the valve assembly be required, simply remove the four screws from the pump head.

Tech Tips:

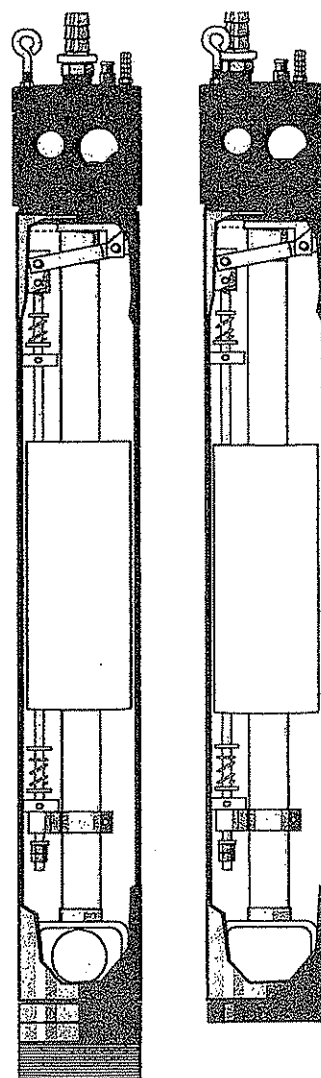
- Minimum submergence can be reduced on the bottom loading MVP pump by installing the stop collar on the float actuating rod (TR-7714). This will reduce the float travel and open the air valve with less fluid in the pump. The submergence of the top loading pump can be reduced with a short pump. (TR-775S or TR-802SP)

Tech Tips:

- Air consumption of the MVP pump is based on the depth and air pressure (psi) setting. For a simple calculation use 1 cfm per gallon pumped. This is the maximum the pump will consume.



(Flow rates will be affected depending on the head above the pump)



MVP Pumps.
Left: Bottom Loading model
Right: Top Loading model

Loading Configurations

Top-loading pumps are selected for pumping total fluids (LNAPL and ground water simultaneously). Water table draw-down will be maintained at a level corresponding to the top inlet of the pump. Pumps of shorter lengths are available for lower drawdown requirements.

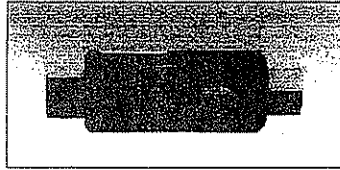
Bottom-loading pumps are selected for dissolved phase or DNAPL applications. When installing the pump, the head is positioned at the depth of the desired water table depression. During start-up, the pump fills from both the top and bottom inlet ports. As the water table stabilizes, the pump will fill from the bottom only.

Submersible Pumps

DURHAM GEO SLOPE INDICATOR

Accessories

Pulse Counter (TR-77804) - Is used to determine the flow rate of the MVP Series pump. This durable and compact pulse counter is installed in the air supply line at the well head. As the pump cycles, the counter senses the drop in air pressure indicating the pump has cycled. The number of cycles is multiplied by the volume of the specific pump you are using to provide the flow rate. The counter cannot be reset and can be purchased with or without fittings kit.



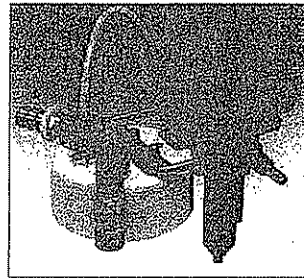
TR-77804

TR-77804 Pulse Counter (with fittings)	1 lb
TR-77802 Pulse Counter (without fittings)	1 lb
Dimensions	1.5-in dia. x 4.75-in w

Standard Hose Assembly (TR-777) - Consists of a 3/4-in Buna-N® discharge line, a 1/4-in Nylon® air supply line and a 3/8-in Buna-N® air exhaust line. The Buna-N® hose provides a flexible, chemically compatible discharge line. The main air supply and fluid discharge hoses should be properly sized to minimize head loss due to line friction.

TR-777 Standard Hose Assembly	
Contents and Dimensions	(1 ea.) 3/4-in ID, (1 ea.) 1/2-in ID Buna-N hose and (1) 1/4-in OD Nylon tubing
Max psi	0 - 250

Well Clincher (TR-773) - Serves as a well seal and pump support, simplifying hose connections. A retractable handle provides for easy installation or removal of the pump system. The 90-degree fittings on the top of the Clincher reduce the possibility of kinked hoses in the well vault. Expandable Well Clinchers with pass-through ports are available for installations requiring frequent pump adjustments.



TR-773 Shown mounted to the Particulate Filter/Regulator (TR-77803) and Pulse Counter (TR-77804)

Well Clincher		Weight
TR-773	4 in MVP Well Clincher	2 lb
TR-788	6 in MVP Well Clincher	4 lb
600066	4 in MVP Well Clincher with adjustable fittings	2.5 lb

Filter/Regulator (TR-77803) - Should be installed at the well head to supply the proper air pressure to an MVP Series pump. This will optimize air consumption. A good guideline for setting the air pressure is 0.5 psi per foot of pump depth. Includes a 5 micron (μ) filter and various fittings that will meet most requirements.

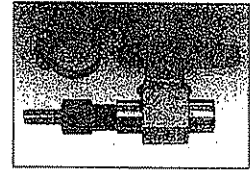


TR-77803

TR-77803 Filter/Regulator	2 lb
Dimensions	10.3-in h by 2.48-in w
Range	0 - 125 psi (Max 150 psi)
Fittings	Brackets, tube and hose fittings are included for MVP installations. Some Assembly required.
Capacity	Less than 1 psi pressure drop while passing 20 scfm at 100 psig.
TR-600217	Particulate filter replacement

OTHER ACCESSORIES

Flow Valve (TR-698) - Is used when lower flow rates are required. Once installed on the exhaust line of an MVP Series pump, the user will be able to restrict air exhaust, regulating the fill time of the pump. Can be used with or without Well Clinchers.



TR-698

TR-698 Flow Valve	2 lb
Min/Max psi	0 - 100
ID/OD	3/8-in ID barbed fitting x 3/8-in npt fitting

MISCELLANEOUS

TR-769 O-Ring Kit	1 lb
Contents	(5 ea.) cap O-rings and (2 ea.) body O-rings
Materials	Viton®
TR-752 Converts Bottom Loading Pump to Top Loading	5 lb
Materials	Stainless steel
301805 Converts Bottom Loading Pump to Top Loading	2 lb
Materials	Delrin®

Tech Tip:

- Maintenance of an MVP Series pump will vary based on site conditions. For sites with high mineral concentrations, it may be necessary to remove the pumps periodically to remove the mineral deposits.

View animated graphics on the web. Visit www.DGSI.info/pumps to see how the pumps function.



Environmental and Geotechnical Products

MVP Series Remediation Pumps

Controllerless air lift pumps

Application

For use in 4-inch and larger-diameter wells and up to 200-ft. depths for dissolved phase, total fluids, plume control and dewatering.

Benefits

- ❖ Air Valve Filtration
- ❖ Stainless Steel Linkage
- ❖ Proven Reliability

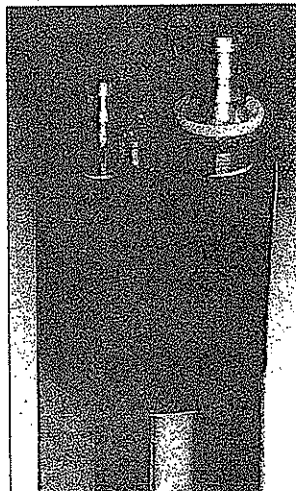
MVP E Pump - (TR-775, TR-775S, TR-776, TR-776S)

The MVP E pump uses an internal float which responds to the fluid level within the pump body to cycle the pump automatically, based on the recharge of the well. As the pump fills with fluid, the float moves to the upper position, activating the mechanical arm which opens the air inlet valve. This allows air to enter the pump chamber, simultaneously pressurizing the vessel and closing the upper and lower inlet check valves. The air pressure moves the fluid to the surface. As the fluid is emptied from the vessel, the float returns to the lower limit — off position — closing the air inlet and opening the air exhaust valve. During the filling cycle, air is vented through the exhaust port and the cycle is automatically repeated.

MVP ED Pump - (TR-802, TR-802SP, TR-803, TR-803SP)

Lower cost alternative

The MVP ED pump is identical to the MVP E except that the MVP ED pump head and bottom valve assemblies are manufactured from Delrin® instead of stainless steel. All other components are interchangeable. Delrin is a rugged, lightweight, high density plastic that is chemically compatible with most fluids encountered in such applications. The MVP ED pump is a cost effective, high performance product.



MVP ED pump with Delrin head



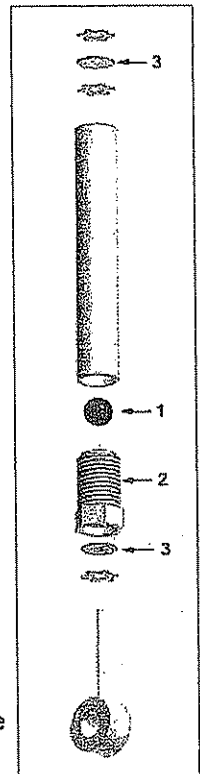
Description

Air Valve Design

The advanced air valve design incorporates a special Viton® ball (1) with a stainless steel seat (2) to provide a leak-tight seal. The positive seal eliminates air leakage that can contribute to increased precipitation at the pump head. The valve design significantly reduces the force required by the internal float to actuate the valve thus providing a positive shift, even in low filling situations. All of this adds to the reliability standard established by the MVP Series pumps.

Air Valve Filtration

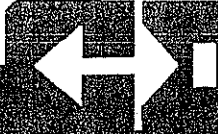
The air valve incorporates a 330-mesh stainless steel screen (3) on the bottom and top of the assembly. The bottom screen prevents debris from entering when the air supply to the pump is turned off. This is a common occurrence on all pneumatic pumps. When the air supply is off, the float will move to the top position and open the air valve, creating a pathway for liquid or debris to enter the valve assembly. The filter screen prevents this from occurring.



MVP Series
air valve
assembly

From the leader in Air Compressor Components

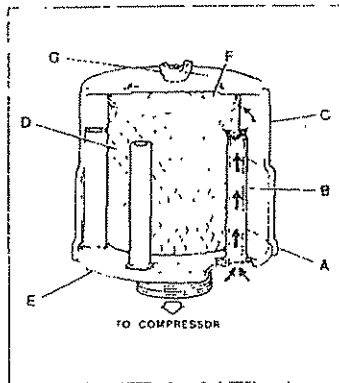
control devices



MUFFLAIRE™

AIR COMPRESSOR INLET FILTERS

Highly efficient, long-lived inlet filters from Control Devices offer features found nowhere else. After listening to our customers requirements, we proceeded to design and manufacture a line of filters second to none in quality, yet at an economical price. Oh, yes, there is one feature that no other company can offer - the service before and after the sale for which Control Devices is famous.



Look at these features.

- A. Unique Seal (Patent Pending) prevents escape of unwanted noise. Up to 3dB quieter than similar designs without seal.
- B. Dampening tubes attenuate compressor inlet noise.
- C. Hood is chemical and impact resistant and engineered to fit with no vibration noise.
- D. Highly efficient paper or durable polyester cloth filter elements. Laboratory testing on the paper elements show a 99+% cumulative efficiency when tested per SAE J726 test code. In addition, these filters have large dust holding capabilities which translates into longer periods between filter replacement.
- E. Welded steel base with 360° filter guide. Protected with electrodeposited epoxy coating - the same process auto companies use to insure long-lasting corrosion resistance.
- F. Ribbed Steel reinforcing plate insures positive seal with filter.
- G. Self-locking wingnut resists vibration loosening.



control devices inc.

711 Hanley Industrial Court • P O Box 20021 • St. Louis, Missouri 63144
 © Phone (314)-781-6022 • ITT Telex: 4947378 • Cable: CDAIRVALVE
 FAX 314-781-7859 • WATTS 800-233-1477

Distributed by

FILTER ASSEMBLIES

F - Series filter assemblies are used on air compressor inlets wherever efficient filtering in a tough package is required. Reinforced resin hood with heavy-gauge steel base. Size 20 assemblies include special foam prefilter to increase dust holding capacity.

Filter Assembly		Media Area, Ft. ²		Rated Flow, CFM	Inlet Size, NPT	O.A. Height	Inlet Pipe Length	O.D.
w/Cloth Filter	w/Paper Filter	Cloth	Paper					
F-10C-025	F-10D-025	0.25	0.45	7	1/4	3-1/4	3/4	3-1/4
F-10C-038	F-10D-038	0.25	0.45	7	3/8	3-1/4	3/4	3-1/4
F-10C-050	F-10D-050	0.25	0.45	10	1/2	3-1/2	1	3-1/4
F-16C-050	F-16D-050	0.5	0.9	10	1/2	4-1/2	1-1/2	6-3/4
F-16C-075	F-16D-075	0.5	0.9	20	3/4	4-1/2	1-1/2	6-3/4
F-16C-100	F-16D-100	0.5	0.9	20	1	4-1/2	1-1/2	6-3/4
F-20CP-100	F-20DP-100	1.5	3.0	35	1	7	1-1/2	6-3/4
F-20CP-125	F-20DP-125	1.5	3.0	60	1-1/4	7	1-1/2	6-3/4
F-20CP-150	F-20DP-150	1.5	3.0	60	1-1/2	7	1-1/2	6-3/4

SILENCING FILTER ASSEMBLIES

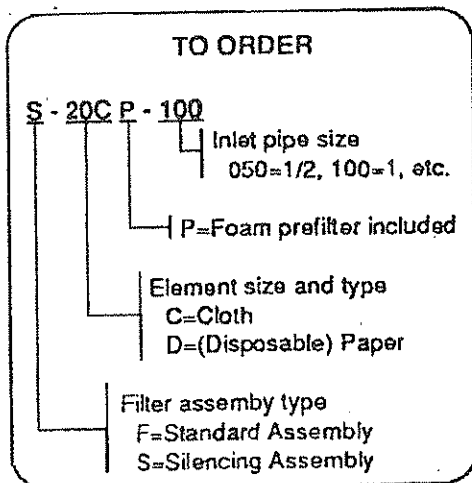
S - Series filter assemblies have a tubular inlet design which effectively dampens compressor inlet noises. In addition, a unique seal around the bottom of the hood prevents the escape of additional unwanted noise. Size 20 assemblies include special foam prefilter to increase dust holding capacity.

Filter Assembly		Media Area, Ft. ²		Rated Flow, CFM	Inlet Size, NPT	O.A. Height	Inlet Pipe Length	O.D.
w/Cloth Filter	w/Paper Filter	Cloth	Paper					
S-16C-050	S-16D-050	0.5	0.9	10	1/2	4-1/2	1-1/2	6-3/4
S-16C-075	S-16D-075	0.5	0.9	20	3/4	4-1/2	1-1/2	6-3/4
S-16C-100	S-16D-100	0.5	0.9	20	1	4-1/2	1-1/2	6-3/4
S-20CP-100	S-20DP-100	1.5	3.0	30	1	7	1-1/2	6-3/4
S-20CP-125	S-20DP-125	1.5	3.0	60	1-1/4	7	1-1/2	6-3/4
S-20CP-150	S-20DP-150	1.5	3.0	60	1-1/2	7	1-1/2	6-3/4

REPLACEMENT FILTER ELEMENTS

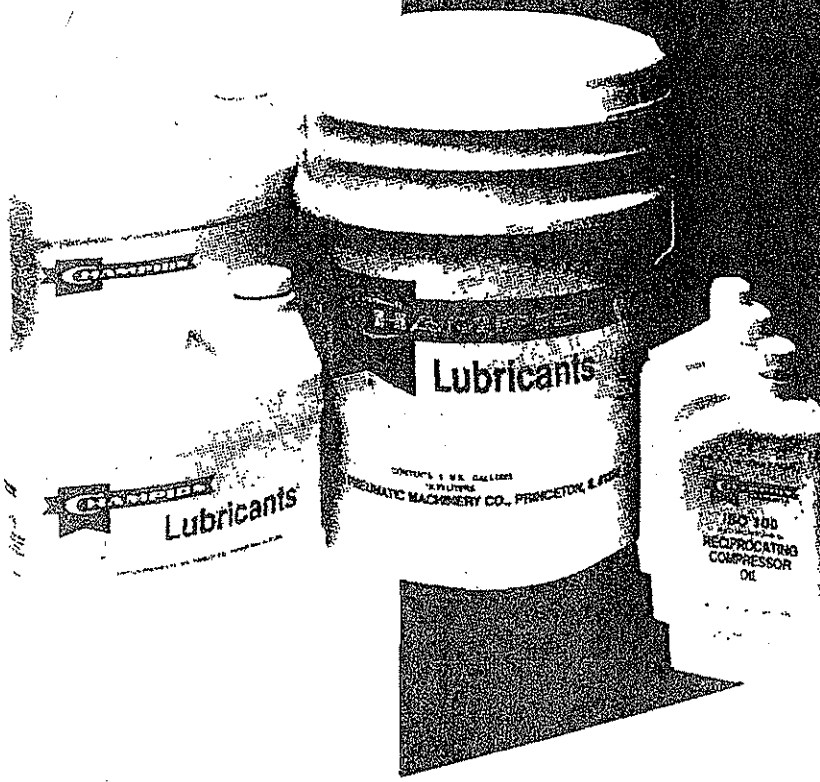
Available in the most popular sizes to fit Control Devices as well as other brands of filter assemblies. Cloth elements have high grade polyester media with wire reinforcement on both sides. Paper elements are industrial grade, high efficiency paper. Size 20 filters include special foam prefilter to increase dust holding capacity.

Filter Element		Media Area, Ft. ²		I.D.	O.D.	Height
Cloth	Paper	Cloth	Paper			
10C	10D	0.25	0.45	1-1/8	2-1/4	2-1/4
16C	16D	0.5	0.9	3	4-3/8	2-5/16
20CP	20DP	1.5	3.0	3	4-3/8	4-3/4



Other Sizes Available . . . Please, Consult Factory.

CHAMPION



The proper compressor lubricant will protect your Champion compressor and allow it to provide years of trouble-free service. Champion offers a specially-blended lubricant for the harsh environment of compressor service.

This Premium Non-Detergent Reciprocating Oil is especially formulated for Champion. It is blended from high quality, chemically stable, high viscosity index. The inherent stability of these base stocks is further enhanced by carefully chosen additives. Oxidation inhibitors resist thermal degradation and the rust inhibitor has the ability to maintain its effectiveness over an extended period of time. The defoamers ensure any entrained air is released, and its good demulsibility permits water and

other contaminants to be readily separated from the oil.

Available in 55 gallon non-returnable drums, 5 gallon pails, one gallon bottles in cases of four each, and in one quart bottles in cases of twelve.

55 Gallon Drum
Part Number P08907A

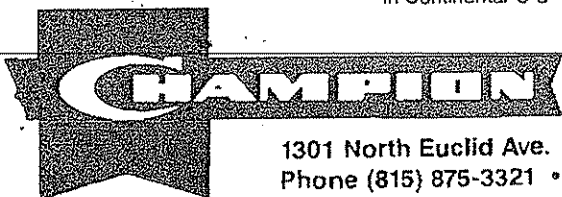
5 Gallon Pail
Part Number P08908A

1 Gallon Bottle, Case of 4
Part Number P08909A

1 Quart Bottle, Case of 12
Part Number P09479A

*Shipments made that exceed 400 lbs., or when shipped with compressors to the same location are freight allowed to first destination in Continental U.S.

Shipments, FOB Factory, Freight Not Allowed*



Pneumatic Machinery Co., Inc.

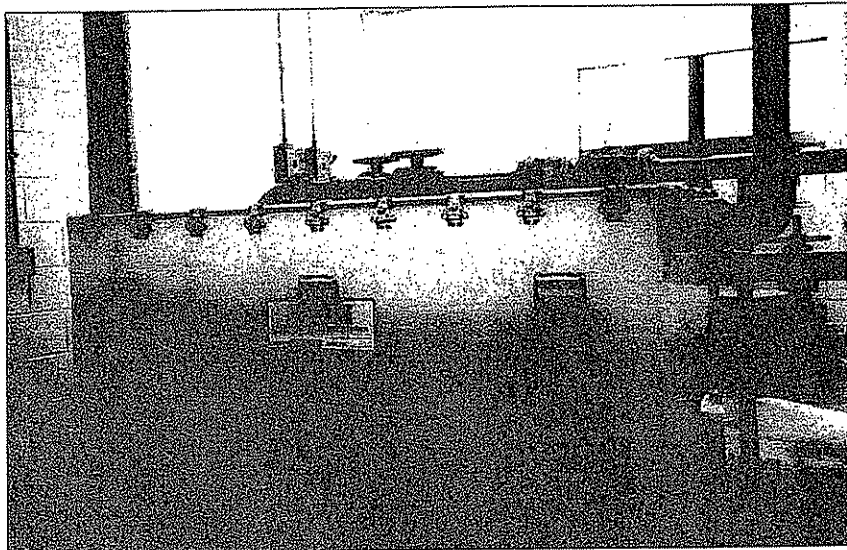
1301 North Euclid Ave. • Princeton, Illinois 61356 U.S.A.
Phone (815) 875-3321 • Fax (815) 872-0421

CRL INDUSTRIES, INC.
SUBSIDIARY



BREEZE™

Low Profile Air Stripper



Proven Air Stripping.

The BREEZE Air Stripper is a compact, low profile, low cost alternative to filters, packed towers, and mechanical aerators for the fast and efficient removal of dissolved gases and volatile organic compounds (VOC's) from water.

Proven Aeration.

The BREEZE Air Stripper is a compact, low maintenance solution for iron removal and other oxidation problems.

Proven Air Scrubbing.

The BREEZE Air Stripper is a compact, cost efficient air scrubber and odor control device. Common odors removed include ammonia gas and sulfur.

The BREEZE Low Profile Air Stripper removes many contaminants:

Common VOC's include:

BTEX
PCE
TCE
MTBE

Common dissolved gases include:

Radon
H₂S
CO₂
Methane

Proven Advantages.

Five-Minute Maintenance. The BREEZE tank design and CYCLONE II diffusers resist fouling caused by iron, calcium, and biological activity. A completely removable cover allows for easy routine maintenance and access to the diffusers.

Complete Flexibility. Units are available in six sizes with three to nine aeration chambers. Each tank is portable and equipped with handles for easy transportation. The patented quiescent chamber and adjustable weir plate maintain proper water level and performance without complicated electrical controls. A blast gate throttle allows the user to ramp up air flow rates to provide a factor of operating safety. The system can be operated with an induced draft or positive displacement blower and either coarse or fine bubble diffusers.

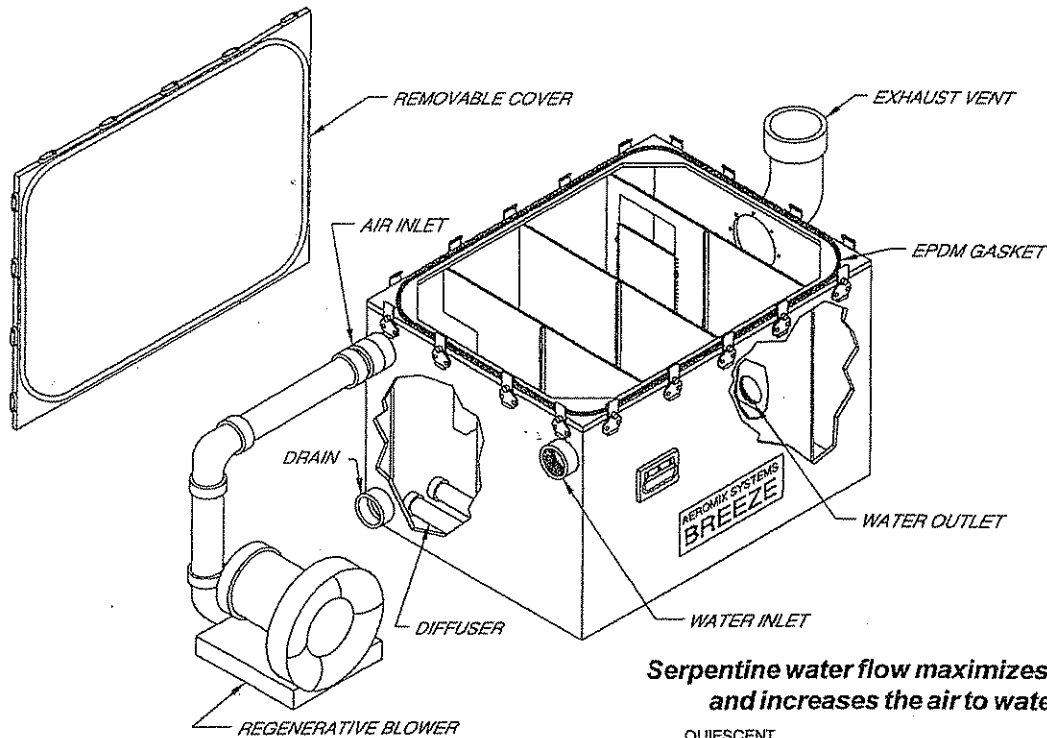
Modular. The BREEZE Low Profile Air Stripper works well in a stand-alone mode or in series with other treatment technologies. Single units can handle flow rates up to 175 GPM (660 LPM). Multiple units can be placed in series or parallel to handle most any flow rate and achieve superior performance. Units can be stacked vertically to save floor space.

Durability. The BREEZE Low Profile Air Stripper is constructed entirely of high-strength polypropylene. The tank is welded and molded without the use of adhesives. Gaskets are constructed of chemically-resistant EPDM.

Ease of Operation. An energy efficient blower delivers air to the CYCLONE II diffusers in each aeration chamber. The diffusers release specifically sized air bubbles to create turbulence, which provides an extremely high liquid-to-air interface. The serpentine water flow maximizes detention time and enhances stripping capacity.

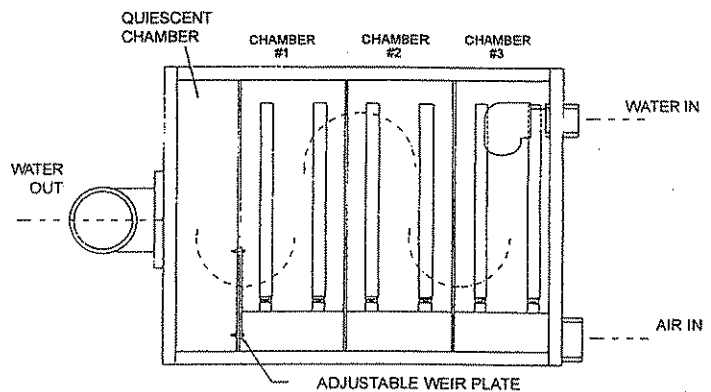
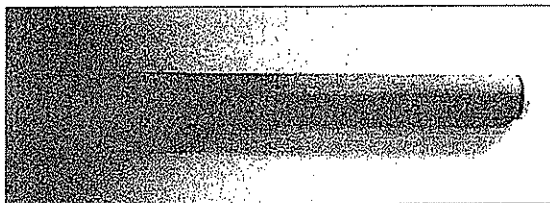
Designed For Flexibility And Ease Of Operation.

The BREEZE system consists of a high strength polypropylene tank, air blower, internal air header and non-fouling all polypropylene CYCLONE II diffusers. Excellent air stripping and contaminant removal, without the need for packing or media, are the result of this economical design. The BREEZE system provides superior performance with water containing high levels of dissolved and suspended solids. The heavy-duty removable cover and latch system provide a secure seal and easy access to the inside of the aeration chambers.



Serpentine water flow maximizes detention time and increases the air to water contact.

DIFFUSER



	Tank Dimensions			Water Port		Air Port		Recommended Water Flow	Recommended Air Flow	Shipping Weights
	Length	Width	Height	Inlet	Outlet	Inlet	Outlet			
SERIES 3	45"	34"	30"	4" NPT	4" NPT	4" NPT	8" SLIP	1-175 GPM	300 CFM	~250 lbs
SERIES 4	57"	34"	30"	4" NPT	4" NPT	4" NPT	8" SLIP	1-175 GPM	400 CFM	~300 lbs
SERIES 5	69"	34"	30"	4" NPT	4" NPT	4" NPT	8" SLIP	1-175 GPM	500 CFM	~350 lbs
SERIES 6	81"	34"	30"	4" NPT	4" NPT	4" NPT	8" SLIP	1-175 GPM	600 CFM	~400 lbs
SERIES 7	93"	34"	30"	4" NPT	4" NPT	4" NPT	8" SLIP	1-175 GPM	700 CFM	~450 lbs
SERIES 8	105"	34"	30"	4" NPT	4" NPT	4" NPT	8" SLIP	1-175 GPM	800 CFM	~500 lbs
SERIES 9	117"	34"	30"	4" NPT	4" NPT	4" NPT	8" SLIP	1-175 GPM	900 CFM	~550 lbs

Made in the U.S.A. by



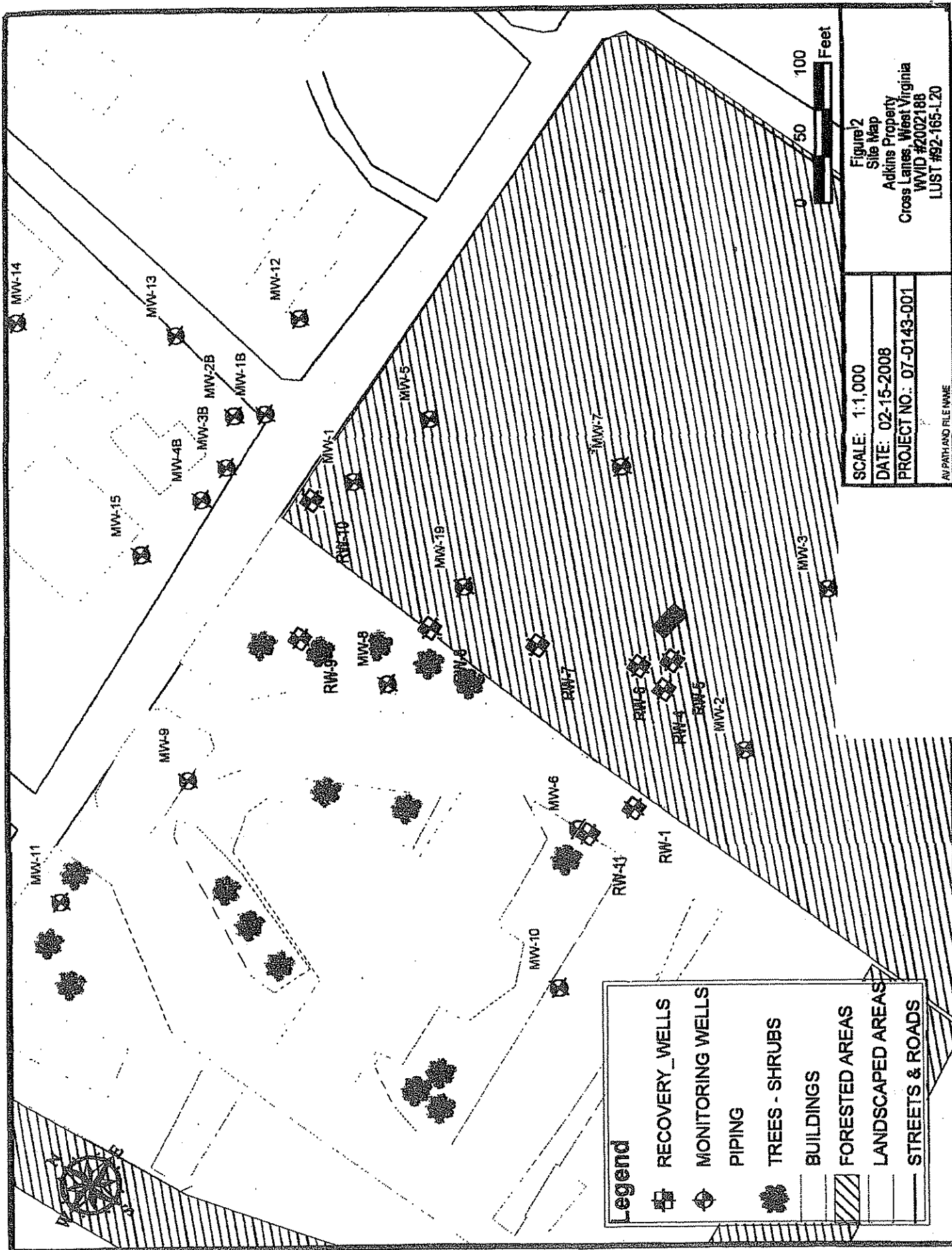
AEROMIX Systems, Inc.
7135 Madison Ave. West
Minneapolis, MN 55427 U.S.A.

Ask About The Full Aeration Line.

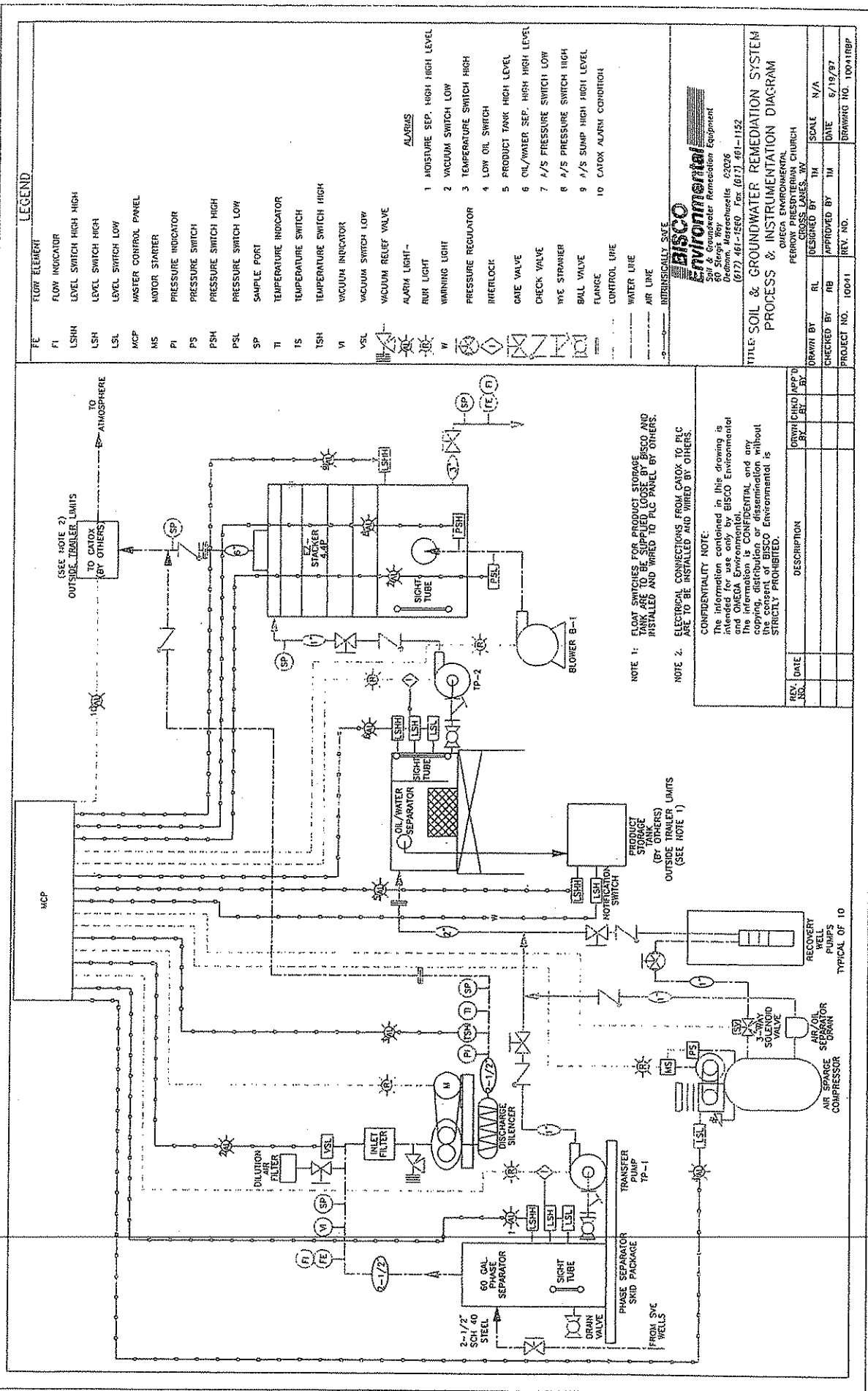
AEROMIX manufactures a complete line of specialized aeration and mixing equipment for treating water and wastewater in industrial, municipal and freshwater markets. Call today to learn more about the AEROMIX aeration solutions best for your application.

Ph: 800/879-3677, 763/746-8400
Fax: 763/746-8408
e-mail: aeromix@aeromix.com
web site: www.aeromix.com

Rental units available.
Covered by United States Patent Nos. 324,279 and 6,355,096.
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- Legend**
- RECOVERY_WELLS
 - MONITORING_WELLS
 - PIPING
 - TREES - SHRUBS
 - BUILDINGS
 - FORESTED AREAS
 - LANDSCAPED AREAS
 - STREETS & ROADS



LEGEND

- FE FLOW ELEMENT
 FI FLOW INDICATOR
 LSHM LEVEL SWITCH HIGH HIGH
 LSH LEVEL SWITCH HIGH
 LSL LEVEL SWITCH LOW
 MCP MASTER CONTROL PANEL
 MS MOTOR STARTER
 PI PRESSURE INDICATOR
 PS PRESSURE SWITCH
 PSH PRESSURE SWITCH HIGH
 PSL PRESSURE SWITCH LOW
 SP SAMPLE PORT
 TI TEMPERATURE INDICATOR
 TS TEMPERATURE SWITCH
 TSH TEMPERATURE SWITCH HIGH
 VI VACUUM INDICATOR
 VSL VACUUM SWITCH LOW
 VSV VACUUM SWITCH VALVE
 ALARM LIGHT
 RLX LIGHT
 W WARNING LIGHT
 PRESSURE REGULATOR
 INTERLOCK
 GATE VALVE
 CHECK VALVE
 WYE STRAINER
 BALL VALVE
 FLANGE
 CONTROL LINE
 WATER LINE
 AIR LINE
 INTRINSICALLY SAFE
- ALARMS
 1 MOISTURE SEP. HIGH HIGH LEVEL
 2 VACUUM SWITCH LOW
 3 TEMPERATURE SWITCH HIGH
 4 LOW OIL SWITCH
 5 PRODUCT TANK HIGH HIGH LEVEL
 6 OIL/WATER SEP. HIGH HIGH LEVEL
 7 1/5 PRESSURE SWITCH LOW
 8 1/5 PRESSURE SWITCH HIGH
 9 1/5 SUMP HIGH HIGH LEVEL
 10 CATOX ALARM CONDITION



**SOIL & GROUNDWATER REMEDIATION SYSTEM
 PROCESS & INSTRUMENTATION DIAGRAM**

OHIO ENVIRONMENTAL
 PEGGY PRESBITERIAN CHURCH
 CROSS LAKES, WY

SCALE N/A
 DATE 6/19/97
 REV. NO. 10091
 DRAWING NO. 10041BP

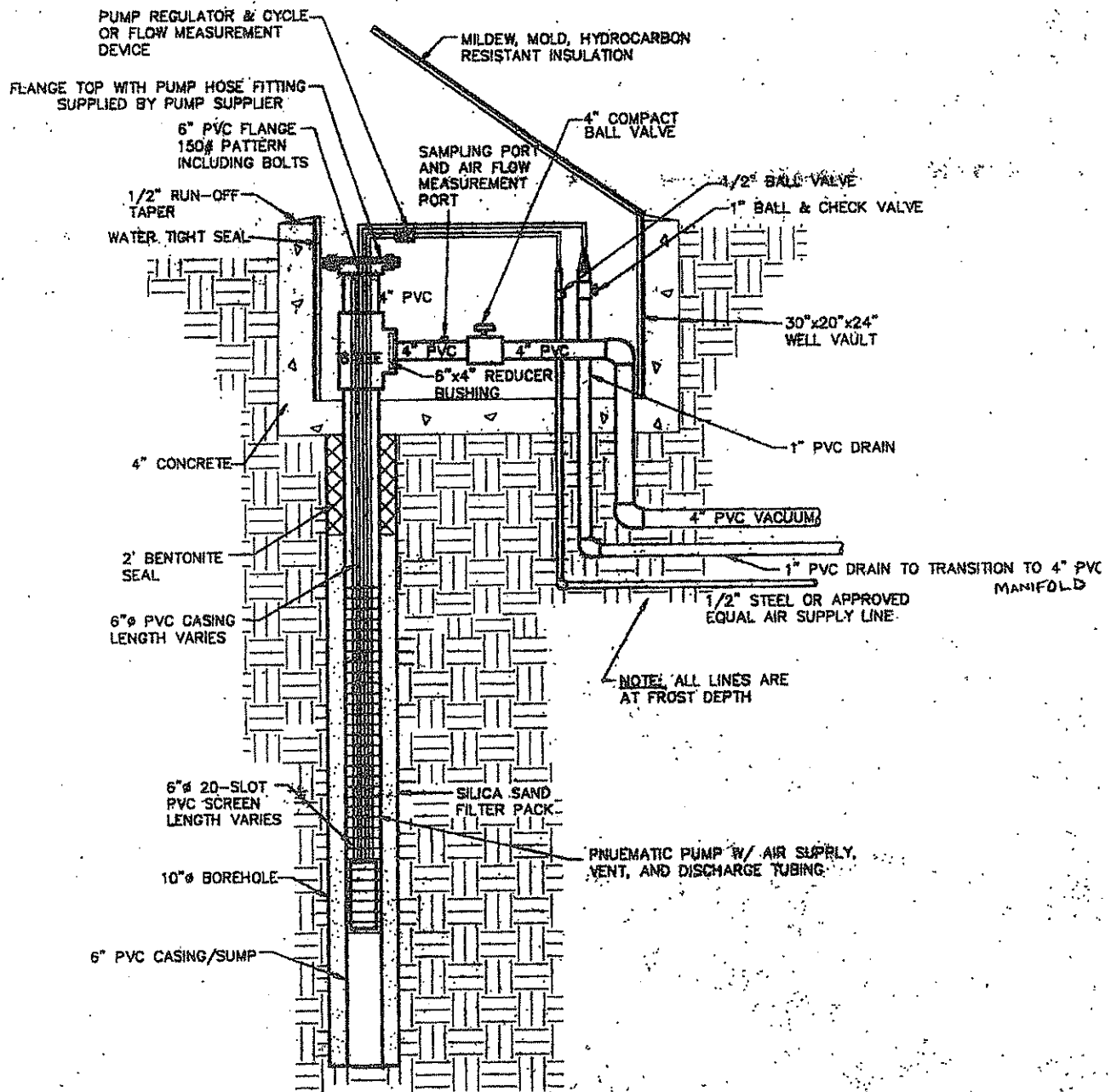
NOTE 1: FLOAT SWITCHES FOR PRODUCT STORAGE TANK ARE TO BE SUPPLIED LOOSE BY BISCO AND INSTALLED AND WIRED TO PLC PANEL BY OTHERS.

NOTE 2: ELECTRICAL CONNECTIONS FROM CATOX TO PLC ARE TO BE INSTALLED AND WIRED BY OTHERS.

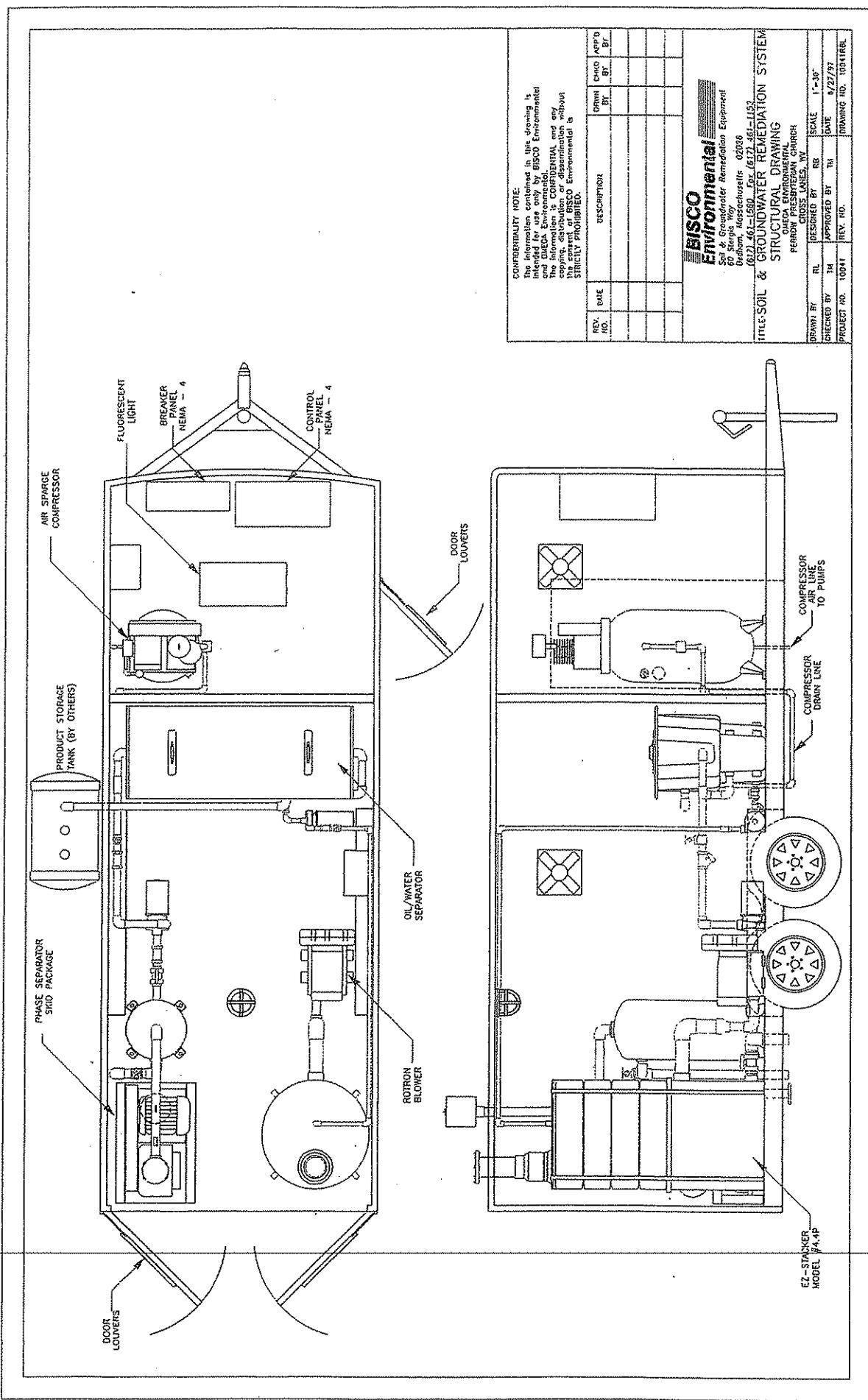
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REV. NO.	DATE	DESCRIPTION	DESIGNED BY	APP'D BY

TYPICAL OF 10



TOTAL FLUID/VACUUM-ENHANCED WELL DETAIL
 SCALE: NONE



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REV. NO.	DATE	DESCRIPTION	DESIGNED BY	CHECKED BY	APPROVED BY

BISCO Environmental
 Soil & Groundwater Remediation Equipment
 69 Sterling Way
 Osham, Massachusetts 02066
 TEL: (508) 471-1152
 FAX: (508) 471-1153

TITLE: SOIL & GROUNDWATER REMEDIATION SYSTEM
STRUCTURAL DRAWING
 PERROW PRESBYTERIAN CHURCH
 CROSS LANE, NY

DRAWN BY	RL	DESIGNED BY	RB	SCALE	1" = 30"
CHECKED BY	RM	APPROVED BY	RM	DATE	6/22/97
PROJECT NO.	10044	REV. NO.		DRAWING NO.	10044REB

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
4/16/09

PRODUCER

Wells Fargo Ins. Services
of West Virginia, Inc.
P.O. Box 1551
Charleston WV 25326-1551
(304) 346-0611

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY
A Travelers Indemnity Co of Amer
- COMPANY
B Travelers Property Cas Ins Co
- COMPANY
C Travelers Indemnity Company
- COMPANY
D Farmington Casualty Company

INSURED

Potesta & Associates, Inc.
7012 MacCorkle Avenue SE
Charleston, WV 25304

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	680-2343N448	3/07/09	3/07/10	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 300,000
					MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY	8A-2344N193	3/07/09	3/07/10	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
C	EXCESS LIABILITY	CUP-2583T455	3/07/09	3/07/10	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB-2584T347	3/07/09	3/07/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

Evidence of Insurance
00000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Sherry K. Hersman
Sherry K. Hersman

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

4/16/09

PRODUCER

Wells Fargo Ins. Services
of West Virginia, Inc.
P.O. Box 1551
Charleston WV 25326-1551
(304) 346-0611

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COMPANIES AFFORDING COVERAGE

COMPANY	A American Safety Indemnity Co
COMPANY	B
COMPANY	C
COMPANY	D

INSURED

Potesta & Associates, Inc.
7012 MacCorkle Avenue SE
Charleston, WV 25304

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROCT				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EA EMPLOYEE \$
A	OTHER Professional Liability	PPL018828-09 02	3/15/09	3/15/10	\$3,000,000 Limit
A	Pollution Liability	PPL018828-09 02	3/15/09	3/15/10	\$5,000 Pollution Deductible \$10,000 Professional Deductible Each Occurrence

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

Evidence of Insurance
00000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Sheryl K. Helmsman

IMPORTANT

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DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

28211107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

9119301000 25-3-440

Date 05/07/2009

Remitter POTESTA & ASSOCIATES

Pay: ONE THOUSAND SIX HUNDRED FOURTEEN DOLLARS AND 75 CENTS

Pay To The Order Of STATE OF WV

\$ *****1,614.75 ***

Drawer: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH

