



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 100332

Procurement Type: Central Master Agreement

Vendor ID: 000000232671 

Legal Name: TETRA TECH INC

Alias/DBA:

Total Bid: \$88,312.56

Response Date: 11/24/2015 

Response Time: 11:53

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP160000009

Published Date: 12/2/15

Close Date: 12/30/15

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No.07 LCAP Well Monitoring.

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 100332
Solicitation Description : Addendum No.07 LCAP Well Monitoring.
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-12-30 13:30:00	SR 0313 ESR11241500000002383	1

VENDOR
000000232671 TETRA TECH INC

FOR INFORMATION CONTACT THE BUYER
 Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Field services per well	325.00000	EA	\$186.620000	\$60,651.50

Comm Code	Manufacturer	Specification	Model #
71122800			

Extended Description : Field services per well

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Statistical Analysis Setup	1.00000	EA	\$4,000.000000	\$4,000.00

Comm Code	Manufacturer	Specification	Model #
81130000			

Extended Description : Statistical Analysis Setup

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Statistical Analysis and Reporting	62.00000	EA	\$381.630000	\$23,661.06

Comm Code	Manufacturer	Specification	Model #
81130000			

Extended Description : Statistical Analysis and Reporting



Request for Quotation

WV Department of Environmental Protection Request for Quotation DEP1600000009

LCAP Groundwater Monitoring



Tetra Tech Rankings

- 1** Water
- 1** Environmental Management
- 1** Environmental Science
- 1** Solid Waste
- 1** Treatment/Desalination
- 2** Wind Power
- 5** Hazardous Waste
- 7** Design Firms

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Tetra Tech, Inc.
(Company)

Mark P. Speranza
(Authorized Signature)

Mark P. Speranza, Operations Manager
(Representative Name, Title)

412-921-8916 412-921-4040
(Phone Number) (Fax Number)

12/29/2015
(Date)

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Section A: Cover Letter

December 29, 2015

Ms. Beth A. Collins
Department of Administration, Purchasing Division
2019 Washington Street East, Charleston, West Virginia 25305-0130

Dear Ms. Collins:

Tetra Tech is pleased to submit our quotation to perform design services in reply to RFQ #DEP160000009 for the State of West Virginia. Tetra Tech and its personnel have completed work on *thousands of similar projects*.

Based in Pasadena, CA, Tetra Tech is a full-service engineering and science firm with a substantial global presence. We help our clients conceptualize and execute innovative solutions to their most difficult problems. From front-end science and planning to design, construction management and operations, Tetra Tech's global service network, facilitated by our Initiatives program that coordinates resources for specific markets and provides best-in-class experts with worldwide project experience. They deliver a high level of integrated services for the full project life-cycle in five service areas: water, environment, infrastructure, resource management, and energy.

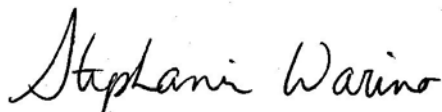
Tetra Tech has offices and operational infrastructure throughout the United States, Canada, and abroad. With 13,000 employees at 300 offices in more than 120 countries on six continents, Tetra Tech's technical knowledge and hands-on site work is broad and deep. Our staff is supported by a uniform administrative and management system that project teams can access immediately to ensure work is completed effectively.

Our experienced team is led by Ms. Stephanie Warino, WV LRS, PG. **Ms. Warino has more than 10 years of experience and has managed numerous landfill-related projects, especially long-term groundwater monitoring projects, many of which required a robust statistical analysis element.**

As a firm, Tetra Tech also has significant experience working for the State of West Virginia – for the WV DEP, WV DCH, and WV DOC.

As requested by the RFQ we have uploaded an electronic copy of our proposal onto the West Virginia Oasis website. We appreciate this opportunity to provide this proposal, and look forward to answering any questions you may have. If you should require any additional information, please contact Ms. Warino at (304) 534-4021.

Sincerely,



Ms. Stephanie Warino, WV LRS, PG
Fairmont, WV Operations Manager

Section B: Team Member Qualifications

Over the next several pages, we have included abbreviated resumes of our project team's key personnel to supplement our proposal. Our project team is led by Ms. Stephanie Warino, WV LRS, PG. Tetra Tech possesses the resources and necessary expertise to self-perform all services for LCAP groundwater Monitoring, Statistical. We provide the following range of services to our clients in support of their landfill projects. The ability to provide these services, coupled with our financial strength and corporate resources, qualifies us as a low risk/performance based contractor in the landfill services industry.

Stephanie Warino, WV LRS, P.G. - Operations Manager, Fairmont, WV

EDUCATION: B.A.; Geology; The University of Akron, Akron, Ohio; December 2002
M.S.; Geology; The University of Akron; Akron, Ohio; December 2004

REGISTRATIONS: Professional Geologist [Pennsylvania; PG004965; 2010]
Licensed Remediation Specialist [West Virginia; #276; 2014]

EXPERIENCE SUMMARY: Ms. Warino is the Operations Manager for the Fairmont, WV office. Her responsibilities include resource allocation, budgeting, project oversight, and business development. She has nearly 10 years of experience specializing in environmental site assessment, remediation, and project management. During this time, she has managed and supported projects for oil & gas, mining, commercial, and government sectors, and has been responsible for identifying and conducting work in accordance with the various regulatory programs and guidance governing them. She has experience providing geologic and hydrogeologic technical support including data analysis, interpretation and statistical analyses, and has experience in collecting water, waste, sediment, soil, and air samples, as well as experience in overburden and rock logging and well installation oversight. Ms. Warino leads project planning efforts, including proposals, budgeting, design and execution of field sampling events, and management of subcontractors. Ms. Warino currently manages projects for Oil & Gas clients in West Virginia, and also manages projects for the United States Navy, including underground storage tank (UST) sites, waste disposal (RCRA) sites, and Superfund (CERCLA) sites.

PROJECT EXPERIENCE:

Project Manager; Long Term Monitoring for UST Sites 3, 9, 11, 13 and SWMU 8 at MCAS Beaufort, Beaufort South Carolina. \$338,000; May 2011 to present. Responsible for producing planning documents, oversight of field investigations related to potential groundwater contamination, and reporting. *Accomplishments for this project include the significant optimization of the monitoring program for all four sites via statistical analysis, including reduction in monitoring parameters, monitoring frequency, and monitoring reporting.*

Project Manager; Groundwater Monitoring and Reporting for Site 7, Former Burn Pit at U.S. Coast Guard YARD, Baltimore, Maryland; 2011 to present. Manage technical execution for this fixed-price task order to perform quarterly groundwater monitoring and reporting and prepare draft and final reports for each site and each sampling event. Evaluate USCG requirements to properly allocate project resources (Tetra Tech and subcontractors); direct fieldwork activities; direct report preparation and resolve technical issues impacting project success. *Evaluated site data via statistical analysis to recommend cost-effective reductions in the sampling program, which was approved by regulatory agencies. These changes resulted in significant cost savings to USCG.*

Project Manager; Groundwater Monitoring and Reporting for Former Navy Dispensary and Barracks Release Site (FNDBRS) at U.S. Coast Guard Support Center Elizabeth City (SCEC) Elizabeth City, North Carolina; \$150,000; 2008 to 2011. Manage all aspects of technical execution and administration for this fixed-price task order to perform semi-annual groundwater monitoring and reporting and prepare draft and final reports for each site and each sampling event. Evaluate USCG requirements to properly allocate project resources (Tetra Tech and subcontractors); direct fieldwork activities; direct report preparation; and resolve technical issues impacting project success. *Ms. Warino recently evaluated historic and current site data to determine appropriate reduction in sampling frequency and analytical program, which was approved by regulatory agencies, resulting in significant cost savings to USCG.*

Project Manager; Operation, Maintenance, and Monitoring Program for Operable Unit 3, U.S. Navy, EFANE/CLEAN; Portsmouth Naval Shipyard, Kittery, Maine; \$450,000; 2008 to present. Ms. Warino serves as project manager for Post-remedial Operation, Maintenance, and Monitoring (OM&M) for a closed landfill at PNS in USEPA Region I and is responsible for allocation of project resources (Tetra Tech and subcontractors), direction of field activities, and preparation of technical reports. Ms. Warino is responsible for the update to the OM&M Plan data quality objectives, which impact long-term optimization of the sampling plan, and responsible for the update to the O&M Manual. *The project also involves the data evaluation, reporting, and recommendation for long-term optimization via statistical analysis based on the first nine rounds of monitoring.*

Charles Warino, P.G. - Geoscientist IV

EDUCATION: BS, Geology, Youngstown State University, 2003

MS, Geology, University of Akron, 2008

REGISTRATIONS: Pennsylvania, PG004966, 2010

Alabama, PG No. 1351, 2013

EXPERIENCE SUMMARY: Mr. Warino has ten years of experience specializing in environmental and geotechnical site assessment, remediation, construction management, and project management. During this time, he has provided data collection, analysis, testing, reporting, and project and task management services on large U.S. Government contracts; as well as, smaller commercial projects involving investigation and remediation at hazardous waste, retail petroleum (UST and pipeline), midstream natural gas, and mining operation sites. He has experience in collecting water, soil, soil gas, and air samples; monitoring well and soil boring installation; exploration and geotechnical boring installation; bedrock coring and overburden logging; UST excavation oversight, pipeline construction oversight, and remedial system installation and operation and maintenance. Mr. Warino has also conducted remedial system pilot tests, pumping tests, high pressure injection tests, and slug tests. He has been involved in the analysis and reporting of hydrogeologic, geophysical, geotechnical, geochemical, and remediation data for site characterization, site status, and site monitoring reports..

PROJECT EXPERIENCE:

Geoscientist III; UST Sites 9 & 13 Marine Corps Air Station Beaufort; Navy; Beaufort, South Carolina; April 2010 to March 2013. Served as project manager for an LNAPL recovery and long term groundwater monitoring project at MCAS Beaufort for the Navy spanning two storage tank facilities. Formulated a UFP-SAP to monitor the LNAPL levels and recovery efforts, and to monitor the selected remedy of natural attenuation at the sites, and produced semi-annual monitoring reports describing the progress of the monitoring activities.

Geoscientist III; Greys Reef Light Station; Coast Guard; Emmet County, Michigan; July 2008 to August 2012. Was responsible for investigating free product located within light station foundation. Was involved in formulating several remediation solutions and drafted the Site Assessment Summary report. Acted as field operations leader during a subsequent site visit to further investigate the extent of contamination.

Geoscientist III; NSA Mechanicsburg; Navy; Mechanicsburg, Pennsylvania; July 2010 through April 2012. Was responsible for installing deep bedrock monitoring wells in fractured limestone to assess the vertical mobility of contamination in groundwater. Water bearing fractures were identified and isolated for sampling, and monitoring wells were set according to analytical results. Also conducted bedrock coring and matrix sampling.

Geoscientist III; Former Naval Construction Battalion Center (NCBC) Davisville; Navy; North Kingstown, Rhode Island; December 2009 to March 2012. Was responsible for drafting the 2008/2009 and 2010/2011 annual reports pertaining to groundwater monitoring and sediment sampling at Calf Pasture Point (Site 07). Responsible for creating geologic cross sections, vertical and horizontal flow nets, and contaminant plume migration mapping.

Geoscientist II; Portsmouth Naval Shipyard OU2; Navy; Portsmouth, NH; November 2007 to May 2008. Was responsible for installing monitoring wells and soil borings, soil logging, field screening, and collecting soil and groundwater samples. Also responsible for drafting the geologic sections of the draft RI report.

Geoscientist II; Marine Recruit Depot; Navy; Parris Island, South Carolina; August 2008. Was responsible for installing monitoring wells and soil borings, soil logging, field screening, and collecting soil and groundwater samples. Also responsible for drafting the geologic sections of the draft RI report.

Section C: RFQ Form



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation

Proc Folder: 100332

Doc Description: Addendum No.07 LCAP Well Monitoring.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-12-02	2015-12-30 13:30:00	CRFQ 0313 DEP1600000009	8

BID RECEIVING LOCATION


BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
 Tetra Tech, Inc.
 1000 Green River Drive
 Fairmont, WV 26554
 (304)534-4021

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X  Mark Sladic for
 Mark Speranza FEIN # 954660169 DATE 12/29/2015

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMAITON:

Addendum
 Addendum No. 07:
 This addendum is issued to modify the solicitation per the attached documentation and the following:
 1. To modify the specifications after the pre-bid meeting and to address answers regarding specifications. The most current copy of the specifications will be uploaded on wvoasis.gov and the previous specifications will be discarded and disregarded.
 The bid opening date will not change and will remain as December 30, 2015 at 1:30 PM, EST.
 No other changes.

Addendum No. 06
 This addendum is issued to modify the solicitation per the attached documentation and the following:
 1. To modify the bid opening date to December 30, 2015 at 1:30 PM, EST.
 No other changes.

Addendum No. 05
 This addendum is issued to modify the solicitation per the attached documentation and the following:
 1. To modify the bid opening date to November 24, 2015 at 1:30PM, EST.
 No other changes.

Addendum No. 04
 This addendum is issued to modify the solicitation per the attached documentation and the following:
 1. To modify the bid opening date to November 5, 2015 at 1:30PM, EST.
 No other changes.

Addendum No. 03
 This addendum is issued to modify the solicitation per the attached documentation and the following:
 1. To provide answers to vendor submitted questions.
 2. To provide the corrected terms and conditions. An incorrect copy was uploaded in error.
 3. To modify the bid opening date to October 20, 2015 at 1:30 PM, EST.
 No other changes.

Addend

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Field services per well	325.00000	EA	\$186.62	\$60,651.50

Comm Code	Manufacturer	Specification	Model #
71122800	na	na	na

Extended Description :
 Field services per well

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Statistical Analysis Setup	1.00000	EA	\$4000.00	\$4000.00

Comm Code	Manufacturer	Specification	Model #
81130000	na	na	na

Extended Description :
Statistical Analysis Setup

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Statistical Analysis and Reporting	62.00000	EA	\$365.50	\$22,661.00

Comm Code	Manufacturer	Specification	Model #
81130000	na	na	na

Extended Description :
Statistical Analysis and Reporting

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Pre-Bid Meeting	2015-09-15
2	Tech Questions	2015-09-21

DEP160000009	Document Phase Final	Document Description Addendum No.07 LCAP Well Monit oring.	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Section D: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/03/2015

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Tetra Tech, Inc. 661 Andersen Drive Pittsburgh, PA 15220 USA	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: The Insurance Co of the State of PA		19429
	INSURER C: AIG Europe Limited		AA1120841
	INSURER D: Lexington Insurance Company		19437
	INSURER E:		
	INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> X,C,U GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL3372258	10/01/2015	10/01/2016	EACH OCCURRENCE	\$2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000	
							PRODUCTS - COMP/OP AGG	\$4,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA3194397	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
							BODILY INJURY (Per person)		
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			TH1500079	10/01/2015	10/01/2016	EACH OCCURRENCE	\$5,000,000	
							AGGREGATE	\$5,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC014267906	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
				WC014267907	10/01/2015	10/01/2016	E.L. EACH ACCIDENT	\$1,000,000	
				WC014267908	10/01/2015	10/01/2016	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	
				WC014267912	10/01/2015	10/01/2016	E.L. DISEASE-POLICY LIMIT	\$1,000,000	
D	Professional Liability and Contractor's Pollution Liability			028182375	10/01/2015	10/01/2016	Each Claim Aggregate	\$5,000,000 \$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Includes Stop Gap: OH, ND, WA, WY

CERTIFICATE HOLDER	CANCELLATION
Tetra Tech, Inc. 661 Andersen Drive Pittsburgh, PA 15220 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2015 forms a part of

policy No. GL3372258

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S COMMERCIAL PRIME ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

I. ADDITIONAL INSURED

Section II - WHO IS AN INSURED, 1. is amended to include as an insured any person or organization described in paragraphs A through I below, whom you are required to add as an additional insured under a written contract or agreement. The written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to "bodily injury", "property damage," or "personal injury and advertising injury".

A. BY CONTRACT

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

B. CONTROLLING INTEREST

1. Any person or organization having a greater than a 50% interest in you, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease these premises.
2. The insurance afforded to these additional insureds under Paragraph I.B.1 does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

C. CO-OWNER OR INSURED PREMISES

A Co-owner of insured premises co-owned by you and covered by this insurance but only with respect to their liability as co-owner of the premises.

D. LESSOR OF LEASED EQUIPMENT

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of such equipment leased to you by such person(s) or organization(s).
2. With respect to the insurance afforded to these additional insureds under Paragraph I.D.1, this insurance does not apply to any "occurrence" which takes place:
 - a) after the equipment lease expires, or
 - b) after the equipment is returned or no longer in your possession,whichever takes place later.

E. MANAGERS OR LESSORS OF PREMISES

Managers or Lessors of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance under this paragraph does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of such Managers or Lessors.

F. MORTGAGEE, ASSIGNEE, OR RECEIVER

1. A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
2. The insurance afforded to the additional insureds under Paragraph I.F.1 does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

G. OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

- (1) Any Owner, Lessee or Contractor, but only with respect to liability arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard".

H. OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

Any Owners, Lessees, or Contractors, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

I. STATE OR POLITICAL SUBDIVISION - PERMITS

Any State or Political Subdivision, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

II. PRIMARY INSURANCE - ADDITIONAL INSUREDS

Where persons or organizations have been added to your policy as additional insureds to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to:

- a) the performance of your ongoing operations for the additional insureds; or
- b) "your work" performed for the additional insureds and included in the "products-completed operations hazard,

then with respect to these additional insureds as defined above in this Section only, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. - Other Insurance, a. - Primary Insurance, is deleted in its entirety and replaced with the following:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to (a) the performance of your ongoing operations for the additional insureds, or (b) "your work" performed for the additional insureds and included in the "products-completed operations hazard. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded is primary.

III. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

SECTION II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services, except for "bodily injury" arising out of "Incidental Medical Malpractice Injury" by any physician, dentist, nurse or other medical practitioner employed or retained by you unless such "bodily injury" is covered by another primary policy. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your "employees." Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service, which will be assignable to the same policy and policy year in which the originating act occurred.

SECTION V - DEFINITIONS - is amended to add:

"Incidental Medical Malpractice Injury" means "Bodily Injury" arising out of the rendering of or failure to render the following services:

- a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of "Incidental Medical Malpractice Injury".

IV. JOINT VENTURES / PARTNERSHIPS / LIMITED LIABILITY COMPANIES

The paragraph under **SECTION II - WHO IS AN INSURED** which states:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is hereby deleted and replaced with the following:

No person or organization, other than you, is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Coverage under this policy, however, will not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

V. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, Paragraph 1.b., is deleted in its entirety and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

VI. LIBERALIZATION CLAUSE

If we revise or replace our standard policy form to provide more coverage, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

VII. UNINTENTIONAL ERRORS AND OMISSIONS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. - Representations is amended by adding:

- d. The unintentional failure by you or any Insured to provide accurate and complete nonmaterial representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

VIII. AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

- a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense, which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee will have received such notice. To the extent possible notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

IX. AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, a. - Expected or Intended Injury, is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

X. CONTRACTUAL LIABILITY - RAILROADS

Only with respect to (i) operations performed within 50 feet of railroad property and (ii) for which a Railroad Protective Liability Policy in the name of the railroad has been provided, then

A. SECTION V - DEFINITIONS, Paragraph 9, is deleted in its entirety and replaced with the following:

- 9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities; and

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. - Other Insurance, b. Excess Insurance, (1) (a), is amended to include the following:

(v) That is a Railroad Protective Insurance Policy or similar coverage.

XI. COVERAGE FOR YOUR SUPERVISORY OR MANAGERIAL EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES

SECTION II - WHO IS AN INSURED, 2.a. (1), (a) and (b) are clarified to hold that:

Your supervisory or managerial "employees" are insureds for "bodily injury" to "co-employees" while in the course of their employment or performing duties related to the conduct of your business if claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability.**

XII. WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. - Transfer of Rights of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization pursuant to applicable written contract or agreement you enter into because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

XIII. AMENDMENT OF OTHER INSURANCE

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (1), is amended to include the following:

This insurance shall not be excess where (i) such other insurance is specifically purchased to apply as excess of this policy, or (ii) where you are obligated by contract to provide primary insurance to an additional insured, unless there is other additional insurance coverage available to that additional insured.

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (2), is deleted in its entirety and replaced with the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

XIV. AMENDMENT AGGREGATE LIMITS PER PROJECT

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offense under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Per Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Per Construction Project General Aggregate Limit is the most we will pay for the sum of (i) all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", (ii) all damages under **COVERAGE B** and (iii) all medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** or **B** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Construction Project General Aggregate Limit for any other construction project covered under this policy.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A** (SECTION I), offenses under **COVERAGE B** (SECTION 1) and for all medical expenses caused by accidents under **COVERAGE C** (SECTION I), which cannot be attributed only to ongoing operations at a single construction project:
1. Any payments made under **COVERAGE A** or **B** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Section E: Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Tetra Tech, Inc.

Authorized Signature: *M.K.P. Speranza* Date: 11/23/15

Commonwealth
State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 23 day of November, 2015.

My Commission expires August 8, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC *Cynthia K. Haluszczak*

Purchasing Affidavit (Revised 07/01/2012)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cynthia K. Haluszczak, Notary Public
Green Tree Boro, Allegheny County
My Commission Expires Aug. 8, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Section F: Addendum Acknowledgement

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP1600000009

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input checked="" type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input checked="" type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input checked="" type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input checked="" type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

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

Tetra Tech, Inc.

Company

Mark P. Speranza

Authorized Signature

12/29/2015

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



Request for Quotation

WV Department of Environmental Protection Request for Quotation DEP1600000009

LCAP Groundwater Monitoring



Tetra Tech Rankings

- 1** Water
- 1** Environmental Management
- 1** Environmental Science
- 1** Solid Waste
- 1** Treatment/Desalination
- 2** Wind Power
- 5** Hazardous Waste
- 7** Design Firms

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Tetra Tech, Inc.
(Company)

Mark P. Speranza
(Authorized Signature)

Mark P. Speranza, Operations Manager
(Representative Name, Title)

412-921-8916 412-921-4040
(Phone Number) (Fax Number)

11/24/2015
(Date)

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Section A: Cover Letter

November 24, 2015

Ms. Beth A. Collins
Department of Administration, Purchasing Division
2019 Washington Street East, Charleston, West Virginia 25305-0130

Dear Ms. Collins:

Tetra Tech is pleased to submit our quotation to perform design services in reply to RFQ #DEP160000009 for the State of West Virginia. Tetra Tech and its personnel have completed work on *thousands of similar projects*.

Based in Pasadena, CA, Tetra Tech is a full-service engineering and science firm with a substantial global presence. We help our clients conceptualize and execute innovative solutions to their most difficult problems. From front-end science and planning to design, construction management and operations, Tetra Tech's global service network, facilitated by our Initiatives program that coordinates resources for specific markets and provides best-in-class experts with worldwide project experience. They deliver a high level of integrated services for the full project life-cycle in five service areas: water, environment, infrastructure, resource management, and energy.

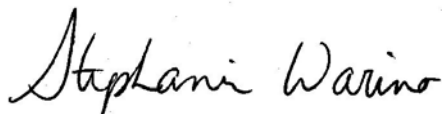
Tetra Tech has offices and operational infrastructure throughout the United States, Canada, and abroad. With 13,000 employees at 300 offices in more than 120 countries on six continents, Tetra Tech's technical knowledge and hands-on site work is broad and deep. Our staff is supported by a uniform administrative and management system that project teams can access immediately to ensure work is completed effectively.

Our experienced team is led by Ms. Stephanie Warino, WV LRS, PG. **Ms. Warino has more than 10 years of experience and has managed numerous landfill-related projects, especially long-term groundwater monitoring projects, many of which required a robust statistical analysis element.**

As a firm, Tetra Tech also has significant experience working for the State of West Virginia – for the WV DEP, WV DCH, and WV DOC.

As requested by the RFQ we have uploaded an electronic copy of our proposal onto the West Virginia Oasis website. We appreciate this opportunity to provide this proposal, and look forward to answering any questions you may have. If you should require any additional information, please contact Ms. Warino at (304) 534-4021.

Sincerely,



Ms. Stephanie Warino, WV LRS, PG
Fairmont, WV Operations Manager

Section B: Team Member Qualifications

Over the next several pages, we have included abbreviated resumes of our project team's key personnel to supplement our proposal. Our project team is led by Ms. Stephanie Warino, WV LRS, PG. Tetra Tech possesses the resources and necessary expertise to self-perform all services for LCAP groundwater Monitoring, Statistical. We provide the following range of services to our clients in support of their landfill projects. The ability to provide these services, coupled with our financial strength and corporate resources, qualifies us as a low risk/performance based contractor in the landfill services industry.

Stephanie Warino, WV LRS, P.G. - Operations Manager, Fairmont, WV

EDUCATION: B.A.; Geology; The University of Akron, Akron, Ohio; December 2002
M.S.; Geology; The University of Akron; Akron, Ohio; December 2004

REGISTRATIONS: Professional Geologist [Pennsylvania; PG004965; 2010]
Licensed Remediation Specialist [West Virginia; #276; 2014]

EXPERIENCE SUMMARY: Ms. Warino is the Operations Manager for the Fairmont, WV office. Her responsibilities include resource allocation, budgeting, project oversight, and business development. She has nearly 10 years of experience specializing in environmental site assessment, remediation, and project management. During this time, she has managed and supported projects for oil & gas, mining, commercial, and government sectors, and has been responsible for identifying and conducting work in accordance with the various regulatory programs and guidance governing them. She has experience providing geologic and hydrogeologic technical support including data analysis, interpretation and statistical analyses, and has experience in collecting water, waste, sediment, soil, and air samples, as well as experience in overburden and rock logging and well installation oversight. Ms. Warino leads project planning efforts, including proposals, budgeting, design and execution of field sampling events, and management of subcontractors. Ms. Warino currently manages projects for Oil & Gas clients in West Virginia, and also manages projects for the United States Navy, including underground storage tank (UST) sites, waste disposal (RCRA) sites, and Superfund (CERCLA) sites.

PROJECT EXPERIENCE:

Project Manager; Long Term Monitoring for UST Sites 3, 9, 11, 13 and SWMU 8 at MCAS Beaufort, Beaufort South Carolina. \$338,000; May 2011 to present. Responsible for producing planning documents, oversight of field investigations related to potential groundwater contamination, and reporting. *Accomplishments for this project include the significant optimization of the monitoring program for all four sites via statistical analysis, including reduction in monitoring parameters, monitoring frequency, and monitoring reporting.*

Project Manager; Groundwater Monitoring and Reporting for Site 7, Former Burn Pit at U.S. Coast Guard YARD, Baltimore, Maryland; 2011 to present. Manage technical execution for this fixed-price task order to perform quarterly groundwater monitoring and reporting and prepare draft and final reports for each site and each sampling event. Evaluate USCG requirements to properly allocate project resources (Tetra Tech and subcontractors); direct fieldwork activities; direct report preparation and resolve technical issues impacting project success. *Evaluated site data via statistical analysis to recommend cost-effective reductions in the sampling program, which was approved by regulatory agencies. These changes resulted in significant cost savings to USCG.*

Project Manager; Groundwater Monitoring and Reporting for Former Navy Dispensary and Barracks Release Site (FNDBRS) at U.S. Coast Guard Support Center Elizabeth City (SCEC) Elizabeth City, North Carolina; \$150,000; 2008 to 2011. Manage all aspects of technical execution and administration for this fixed-price task order to perform semi-annual groundwater monitoring and reporting and prepare draft and final reports for each site and each sampling event. Evaluate USCG requirements to properly allocate project resources (Tetra Tech and subcontractors); direct fieldwork activities; direct report preparation; and resolve technical issues impacting project success. *Ms. Warino recently evaluated historic and current site data to determine appropriate reduction in sampling frequency and analytical program, which was approved by regulatory agencies, resulting in significant cost savings to USCG.*

Project Manager; Operation, Maintenance, and Monitoring Program for Operable Unit 3, U.S. Navy, EFANE/CLEAN; Portsmouth Naval Shipyard, Kittery, Maine; \$450,000; 2008 to present. Ms. Warino serves as project manager for Post-remedial Operation, Maintenance, and Monitoring (OM&M) for a closed landfill at PNS in USEPA Region I and is responsible for allocation of project resources (Tetra Tech and subcontractors), direction of field activities, and preparation of technical reports. Ms. Warino is responsible for the update to the OM&M Plan data quality objectives, which impact long-term optimization of the sampling plan, and responsible for the update to the O&M Manual. *The project also involves the data evaluation, reporting, and recommendation for long-term optimization via statistical analysis based on the first nine rounds of monitoring.*

Charles Warino, P.G. - Geoscientist IV

EDUCATION: BS, Geology, Youngstown State University, 2003

MS, Geology, University of Akron, 2008

REGISTRATIONS: Pennsylvania, PG004966, 2010

Alabama, PG No. 1351, 2013

EXPERIENCE SUMMARY: Mr. Warino has ten years of experience specializing in environmental and geotechnical site assessment, remediation, construction management, and project management. During this time, he has provided data collection, analysis, testing, reporting, and project and task management services on large U.S. Government contracts; as well as, smaller commercial projects involving investigation and remediation at hazardous waste, retail petroleum (UST and pipeline), midstream natural gas, and mining operation sites. He has experience in collecting water, soil, soil gas, and air samples; monitoring well and soil boring installation; exploration and geotechnical boring installation; bedrock coring and overburden logging; UST excavation oversight, pipeline construction oversight, and remedial system installation and operation and maintenance. Mr. Warino has also conducted remedial system pilot tests, pumping tests, high pressure injection tests, and slug tests. He has been involved in the analysis and reporting of hydrogeologic, geophysical, geotechnical, geochemical, and remediation data for site characterization, site status, and site monitoring reports..

PROJECT EXPERIENCE:

Geoscientist III; UST Sites 9 & 13 Marine Corps Air Station Beaufort; Navy; Beaufort, South Carolina; April 2010 to March 2013. Served as project manager for an LNAPL recovery and long term groundwater monitoring project at MCAS Beaufort for the Navy spanning two storage tank facilities. Formulated a UFP-SAP to monitor the LNAPL levels and recovery efforts, and to monitor the selected remedy of natural attenuation at the sites, and produced semi-annual monitoring reports describing the progress of the monitoring activities.

Geoscientist III; Greys Reef Light Station; Coast Guard; Emmet County, Michigan; July 2008 to August 2012. Was responsible for investigating free product located within light station foundation. Was involved in formulating several remediation solutions and drafted the Site Assessment Summary report. Acted as field operations leader during a subsequent site visit to further investigate the extent of contamination.

Geoscientist III; NSA Mechanicsburg; Navy; Mechanicsburg, Pennsylvania; July 2010 through April 2012. Was responsible for installing deep bedrock monitoring wells in fractured limestone to assess the vertical mobility of contamination in groundwater. Water bearing fractures were identified and isolated for sampling, and monitoring wells were set according to analytical results. Also conducted bedrock coring and matrix sampling.

Geoscientist III; Former Naval Construction Battalion Center (NCBC) Davisville; Navy; North Kingstown, Rhode Island; December 2009 to March 2012. Was responsible for drafting the 2008/2009 and 2010/2011 annual reports pertaining to groundwater monitoring and sediment sampling at Calf Pasture Point (Site 07). Responsible for creating geologic cross sections, vertical and horizontal flow nets, and contaminant plume migration mapping.

Geoscientist II; Portsmouth Naval Shipyard OU2; Navy; Portsmouth, NH; November 2007 to May 2008. Was responsible for installing monitoring wells and soil borings, soil logging, field screening, and collecting soil and groundwater samples. Also responsible for drafting the geologic sections of the draft RI report.

Geoscientist II; Marine Recruit Depot; Navy; Parris Island, South Carolina; August 2008. Was responsible for installing monitoring wells and soil borings, soil logging, field screening, and collecting soil and groundwater samples. Also responsible for drafting the geologic sections of the draft RI report.

Section C: RFQ Form



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation

Proc Folder: 100332

Doc Description: Addendum No.05 LCAP Well Monitoring.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-11-03	2015-11-24 13:30:00	CRFQ 0313 DEP1600000009	6

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Tetra Tech, Inc.
 1000 Green River Drive
 Fairmont, WV 26554
 (304)534-4021

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X *Mark P. Speranza*

FEIN # 954660169

DATE 11/24/2015

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMAITON:

Addendum

Addendum No. 05

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to November 24, 2015 at 1:30PM, EST.

No other changes.

Addendum No. 04

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to November 5, 2015 at 1:30PM, EST.

No other changes.

Addendum No. 03

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To provide answers to vendor submitted questions.
2. To provide the corrected terms and conditions. An incorrect copy was uploaded in error.
3. To modify the bid opening date to October 20, 2015 at 1:30 PM, EST.

No other changes.

Addendum No. 02:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish the mandatory pre-bid attendance sign-in sheet.

The bid opening date will remain the same as October 8, 2015 at 1:30 PM, EST.

No other changes.

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

CRFQ

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR AN OPEN END CONTRACT FOR LCAP WELL MONITORING, PER THE ATTACHED SPECIFICATIONS AND DOCUMENTATION.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Field services per well	325.00000	EA	\$186.62	\$60,651.50

Comm Code	Manufacturer	Specification	Model #
71122800	na	na	na

Extended Description :

Field services per well

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Statistical Analysis Setup	1.00000	EA	\$4,000	\$4,000

Comm Code	Manufacturer	Specification	Model #
81130000	na	na	na

Extended Description :
Statistical Analysis Setup

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Statistical Analysis and Reporting	62.00000	EA	\$381.63	\$23,661

Comm Code	Manufacturer	Specification	Model #
81130000	na	na	na

Extended Description :
Statistical Analysis and Reporting

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Pre-Bid Meeting	2015-09-15
2	Tech Questions	2015-09-21

DEP160000009	Document Phase Final	Document Description Addendum No.05 LCAP Well Monit oring.	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Section D: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/03/2015

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Tetra Tech, Inc. 661 Andersen Drive Pittsburgh, PA 15220 USA	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: The Insurance Co of the State of PA		19429
	INSURER C: AIG Europe Limited		AA1120841
	INSURER D: Lexington Insurance Company		19437
	INSURER E:		
	INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL3372258	10/01/2015	10/01/2016	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> X,C,U						PERSONAL & ADV INJURY	\$2,000,000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$4,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$4,000,000
OTHER:								
A	AUTOMOBILE LIABILITY			CA3194397	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		TH1500079	10/01/2015	10/01/2016	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014267906 WC014267907 WC014267908 WC014267912	10/01/2015 10/01/2015 10/01/2015 10/01/2015	10/01/2016 10/01/2016 10/01/2016 10/01/2016	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Professional Liability and Contractor's Pollution Liability			028182375	10/01/2015	10/01/2016	Each Claim Aggregate	\$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Includes Stop Gap: OH, ND, WA, WY

CERTIFICATE HOLDER**CANCELLATION**

Tetra Tech, Inc. 661 Andersen Drive Pittsburgh, PA 15220 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2015 forms a part of

policy No. GL3372258

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S COMMERCIAL PRIME ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

I. ADDITIONAL INSURED

Section II - WHO IS AN INSURED, 1. is amended to include as an insured any person or organization described in paragraphs A through I below, whom you are required to add as an additional insured under a written contract or agreement. The written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to "bodily injury", "property damage," or "personal injury and advertising injury".

A. BY CONTRACT

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

B. CONTROLLING INTEREST

1. Any person or organization having a greater than a 50% interest in you, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease these premises.
2. The insurance afforded to these additional insureds under Paragraph I.B.1 does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

C. CO-OWNER OR INSURED PREMISES

A Co-owner of insured premises co-owned by you and covered by this insurance but only with respect to their liability as co-owner of the premises.

D. LESSOR OF LEASED EQUIPMENT

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of such equipment leased to you by such person(s) or organization(s).
2. With respect to the insurance afforded to these additional insureds under Paragraph I.D.1, this insurance does not apply to any "occurrence" which takes place:
 - a) after the equipment lease expires, or
 - b) after the equipment is returned or no longer in your possession,whichever takes place later.

E. MANAGERS OR LESSORS OF PREMISES

Managers or Lessors of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance under this paragraph does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of such Managers or Lessors.

F. MORTGAGEE, ASSIGNEE, OR RECEIVER

1. A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
2. The insurance afforded to the additional insureds under Paragraph I.F.1 does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

G. OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

- (1) Any Owner, Lessee or Contractor, but only with respect to liability arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard".

H. OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

Any Owners, Lessees, or Contractors, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

I. STATE OR POLITICAL SUBDIVISION - PERMITS

Any State or Political Subdivision, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

II. PRIMARY INSURANCE - ADDITIONAL INSUREDS

Where persons or organizations have been added to your policy as additional insureds to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to:

- a) the performance of your ongoing operations for the additional insureds; or
- b) "your work" performed for the additional insureds and included in the "products-completed operations hazard,

then with respect to these additional insureds as defined above in this Section only, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. - Other Insurance, a. - Primary Insurance, is deleted in its entirety and replaced with the following:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to (a) the performance of your ongoing operations for the additional insureds, or (b) "your work" performed for the additional insureds and included in the "products-completed operations hazard. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded is primary.

III. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

SECTION II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services, except for "bodily injury" arising out of "Incidental Medical Malpractice Injury" by any physician, dentist, nurse or other medical practitioner employed or retained by you unless such "bodily injury" is covered by another primary policy. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your "employees." Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service, which will be assignable to the same policy and policy year in which the originating act occurred.

SECTION V - DEFINITIONS - is amended to add:

"Incidental Medical Malpractice Injury" means "Bodily Injury" arising out of the rendering of or failure to render the following services:

- a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of "Incidental Medical Malpractice Injury".

IV. JOINT VENTURES / PARTNERSHIPS / LIMITED LIABILITY COMPANIES

The paragraph under **SECTION II - WHO IS AN INSURED** which states:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is hereby deleted and replaced with the following:

No person or organization, other than you, is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Coverage under this policy, however, will not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

V. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, Paragraph 1.b., is deleted in its entirety and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

VI. LIBERALIZATION CLAUSE

If we revise or replace our standard policy form to provide more coverage, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

VII. UNINTENTIONAL ERRORS AND OMISSIONS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. - Representations is amended by adding:

- d. The unintentional failure by you or any Insured to provide accurate and complete nonmaterial representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

VIII. AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

- a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense, which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee will have received such notice. To the extent possible notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

IX. AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, a. - Expected or Intended Injury, is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

X. CONTRACTUAL LIABILITY - RAILROADS

Only with respect to (i) operations performed within 50 feet of railroad property and (ii) for which a Railroad Protective Liability Policy in the name of the railroad has been provided, then

A. SECTION V - DEFINITIONS, Paragraph 9, is deleted in its entirety and replaced with the following:

- 9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities; and

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. - Other Insurance, b. Excess Insurance, (1) (a), is amended to include the following:

(v) That is a Railroad Protective Insurance Policy or similar coverage.

XI. COVERAGE FOR YOUR SUPERVISORY OR MANAGERIAL EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES

SECTION II - WHO IS AN INSURED, 2.a. (1), (a) and (b) are clarified to hold that:

Your supervisory or managerial "employees" are insureds for "bodily injury" to "co-employees" while in the course of their employment or performing duties related to the conduct of your business if claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability.**

XII. WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. - Transfer of Rights of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization pursuant to applicable written contract or agreement you enter into because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

XIII. AMENDMENT OF OTHER INSURANCE

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (1), is amended to include the following:

This insurance shall not be excess where (i) such other insurance is specifically purchased to apply as excess of this policy, or (ii) where you are obligated by contract to provide primary insurance to an additional insured, unless there is other additional insurance coverage available to that additional insured.

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (2), is deleted in its entirety and replaced with the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

XIV. AMENDMENT AGGREGATE LIMITS PER PROJECT

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offense under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Per Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Per Construction Project General Aggregate Limit is the most we will pay for the sum of (i) all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", (ii) all damages under **COVERAGE B** and (iii) all medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** or **B** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Construction Project General Aggregate Limit for any other construction project covered under this policy.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A** (SECTION I), offenses under **COVERAGE B** (SECTION 1) and for all medical expenses caused by accidents under **COVERAGE C** (SECTION I), which cannot be attributed only to ongoing operations at a single construction project:
1. Any payments made under **COVERAGE A** or **B** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Section E: Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Tetra Tech, Inc.

Authorized Signature: *M.K.P. Speranza* Date: 11/23/15

Commonwealth
State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 23 day of November, 2015.

My Commission expires August 8, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC *Cynthia K Haluszczak*

Purchasing Affidavit (Revised 07/01/2012)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cynthia K. Haluszczak, Notary Public
Green Tree Boro, Allegheny County
My Commission Expires Aug. 8, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Section F: Addendum Acknowledgement

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP1600000009

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Tetra Tech, Inc.

Company

Mark P. Speranza

Authorized Signature

11/24/2015

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012