



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

Request for Quotation

RFQ NUMBER
DEP13974

PAGE
1

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

***830113239 276-472-2174**
ENVIROCHECK LLC
375 MOUNTAIN LN
TAZEWELL VA 24651

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 04/02/2008 | | | | |

BID OPENING DATE: **05/20/2008** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| 0001 | 1 | EA | | 962-73 | | |
| RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ENVIRONMENTAL REMEDIATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO AWARD A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS (UST) AT TODD'S EXXON IN SALEM, WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS, AND THE BID SCHEDULE AS ATTACHED. A MANDATORY ON-SITE PRE-BID CONFERENCE WILL BE HELD 04/23/2008 AT 11:00 AM. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN BID DISQUALIFICATION. DIRECTIONS: TAKE I-79 TO CLARKSBURG, TAKE EXIT #119/CLARKSBURG/BRIDGEPORT (RT. 50). GO 14.7 MI ON US-50 W. TAKE RAMP ONTO E MAIN ST(WV-23) TOWARD DOWNTOWN SALEM - GO 1.6 MI. ARRIVE AT 156 E MAIN ST, SALEM, ON THE LEFT. LONGITUDE: 80 33' 21", LATITUDE: 39 16' 55" EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------|---------------------------|-----------------|
| SIGNATURE <i>J. H. Hutto</i> | TELEPHONE 276-701-3093 | DATE 5/17/08 |
|---------------------------------|---------------------------|-----------------|

| | | |
|-------------------------|--------------------|-----------------------------------|
| TITLE <i>Manager</i> | FEIN 20 4398977 | ADDRESS CHANGES TO BE NOTED ABOVE |
|-------------------------|--------------------|-----------------------------------|

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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SHIP TO
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| <p>PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR DODDRIDGE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE |
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| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
|-------|------|-----------------------------------|

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| | | | | <p>MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WIL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 .. <i>Received</i> <i>4/29/08</i></p> <p>NO. 2 ..</p> <p>NO. 3 ..</p> <p>NO. 4 ..</p> | | |

| | | | |
|---|----------------------------------|-----------------------------------|--|
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| SIGNATURE <i>Chuck Bowman</i> | TELEPHONE <i>276-701-3093</i> | DATE <i>5/17/08</i> | |
| TITLE <i>Op. MGR</i> | FEIN <i>20-4398877</i> | ADDRESS CHANGES TO BE NOTED ABOVE | |

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| | NO. 5 | | | | | |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....<i>J. L. Hyatt</i>.....SIGNATURE <i>Envirocheck</i>.....COMPANY <i>5/17/08</i>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> | | | | | | |

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| SIGNATURE <i>J. L. Hyatt</i> | TELEPHONE 276-701-3093 | DATE 5/17/08 |
| TITLE <i>of. MGR</i> | FEIN 20-4398977 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Envirocheck of Va, Inc</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> | | | | | | |

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|------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>J. M. R.</i> | TELEPHONE 276-701-3093 | DATE 5/17/08 |
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DEP13974

REQUEST FOR QUOTES

**WEST VIRGINIA DEPARTMENT
of
ENVIRONMENTAL PROTECTION**

OFFICE OF ENVIRONMENTAL REMEDIATION

**Removal of Underground Storage Tanks
at
Todd's Exxon
Salem, WV**

BACKGROUND

The West Virginia Department of Environmental Protection (WVDEP), Division of Land Restoration (DLR), Office of Environmental Remediation (OER) will be utilizing funds from the EPA Petroleum Brownfields program to assess a site contaminated by petroleum from a leaking underground storage tank. This site is considered a relatively low-risk petroleum site.

SERVICES REQUIRED

The WVDEP/OER is requesting quotes to properly close five underground storage tanks including (1) 10,000 gallon tank, (2) 6,000 gallon tanks, (1) 2,000 gallon tank, (1) 1,000 gallon tank and (1) 500 gallon above ground storage tank located at Todd's Exxon, 156 East Main Street, Salem, Doddridge County, WV. The WVDEP/OER shall be responsible for retaining the right of entries, and collection and analyses of soil samples.

GENERAL CONDITIONS

A mandatory Pre Bid Conference will be held on site at Todd's Exxon, 156 East Main Street, Salem, Doddridge County, WV.

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

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

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

The Contractor will be responsible for complying with any and all health and safety requirements related to the work, including but not limited to, employees, traffic control, and utility location verification. The Contractor will be responsible for contacting Miss Utility. The Contractor will also be held responsible for all cost associated for replacing or repairing any utilities damaged by the Contractor. WVDEP will not reimburse Contractor for any repair or replacement of any such damaged utility. WVDEP will not pay any down time due to utility damage/repair or any other unforeseen reasons. Contractor shall also be responsible for obtaining and complying with any city or county ordinances, such as building or demolition permits.

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

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

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

The Contractor must have a "Class B" WVDEP certified person on site during closures of USTs as required by State Regulations and all boring/drilling activities must be done in accordance with 47CSR59 "Monitoring Well Regulations" and 47CSR60 "Monitoring Well Design Standards".

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

Contractor must submit Class B certified person and number and certified well driller name and number with bid. Also, Contractor must submit all critical personnel's full name and date of 8 hr. refresher for the 40-hour health and safety-training course.

Prior to commencement of work, the Contractor's equipment shall be inspected and shall be subject to the approval of WVDEP. If the equipment delivered to the site does not meet the requirements specified in this contract, or if, as a result of frequent breakdowns after the equipment is in use or other causes, the original equipment cannot be operated efficiently, the Contractor shall deliver to the site satisfactory replacement equipment. No additional payment shall be allowed for replacement of defective or inadequate equipment. WVDEP shall be the final judge as to the adequacy of the equipment.

Underground storage tank closures and assessments shall be in accordance to all Federal and State regulations. The successful vendor must be capable of having an individual present at the underground storage tank (UST) site and capable of exercising supervisory control over the closure (removal/close in place).

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

UNDERGROUND STORAGE TANK CLOSURES

Underground storage tank closures shall be in accordance to all Federal and State regulations. The successful vendor must be capable of having an individual present at the underground storage tank (UST) site and capable of exercising supervisory control over the closure (removal/close in place). The Cabinet Secretary of the West Virginia Department of

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Environmental Protection must certify this individual in accordance to State regulations. This individual is included and stated as certified personnel time in the following:

1. Removal and proper disposal of gasoline contaminated water, rinsate and/or product.

This item will include all certified personnel time, labor, equipment, materials, manifests and disposal/recycling costs associated with the removal and recycling/disposal of petroleum-contaminated water and/or product. This item also includes water used for decontamination purposes. (Do not include transportation cost of these liquids on this line - use line item #2). The vendor shall provide approved DOT-17C drums for containing the petroleum-contaminated water for recycling/disposal, if needed. This item shall be paid on a per gallon basis.

2. Transportation of petroleum contaminated water, rinsate and/or product to disposal facility.

This item will include all costs for transporting the petroleum-contaminated liquids from the site to a proper disposal and/or recycling facility. This item shall be paid on a lump sum basis.

3. Purge vapors from UST/AST to < 10 % LEL.

This item shall include all certified personnel time, labor, material, equipment, and all other ancillary equipment necessary to purge vapors from the USTs and AST to less than 10% LEL. This item shall be paid on a per tank basis.

4. Excavation and extraction of UST/piping from the ground.

This item shall include all certified personnel time, labor, material, equipment, and all other ancillary equipment necessary to excavate and extract the UST and associated piping from the ground. This item shall be paid on a per 1000 gallon tank volume basis.

5. Cut openings and clean sludges from the UST and AST.

This item shall include all certified personnel time, labor, material, equipment, DOT drums, and all other ancillary equipment necessary to cut and clean the UST and AST. This item shall be paid on a per tank basis.

6. Dispose/scrap cleaned UST/AST.

This item shall include all labor, equipment, transportation and disposal costs for the proper disposal of the cleaned UST and AST. This item shall also include the disposal ticket. This item shall be paid on a per tank basis.

7. Disposal of tank cleaning sludges.

This item shall include all certified personnel time, labor, equipment, materials, manifests and disposal/recycling costs associated with the removal and disposal of tank cleaning sludges. This item shall be paid per approved DOT drum.

8. Segregate and stockpile petroleum contaminated soils.

This item shall include the segregation of contaminated vs. uncontaminated soils and stockpile contaminated soils/debris on site on 6-mil black plastic and cover with 6-mil black plastic in a manner to prevent runoff of contaminated material. This item shall include all labor, material, equipment and all other ancillary equipment necessary to segregate and stockpile the contaminated soil. This item shall be paid on a per tonnage basis.

9. Backfill excavations.

This item shall include the amount of crusher run necessary to properly backfill the excavation including compaction of backfill material. This item shall also include all labor, material, equipment and all other ancillary equipment necessary to properly backfill and compact material in the excavation. This item shall be paid on a per tonnage basis.

10. Mobilization and demobilization.

This item shall include all transportation cost of all equipment to and from site. This item shall be a lump sum price. (This item does not include transportation of contaminated liquids to disposal facility - see item 2; or transportation of Direct Push Equipment to and from site - see line item # 13.)

11. Load, transport and properly dispose of non-hazardous materials.

Load, transport and properly dispose of non-hazardous materials such as broken concrete slabs, piping & etc at a state approved landfill and supply disposal receipts. Unit price includes landfill tipping fees, etc. (per ton).

12. Load, transport and properly dispose of petroleum-contaminated soil.

Load, transport and properly dispose of petroleum-contaminated soil at a state approved landfill and supply manifests. Unit price includes landfill tipping fees, etc. (per ton).

13. Direct Push Equipment.

This item shall include all personnel (certified well driller/operator), equipment, materials, and transportation of Direct Push Equipment to and from the site. This price includes at least discrete interval soil sampling and or continuous coring. This item shall be paid on a per "on site" 10 hour day basis.

14. Temporary 1 inch piezometer for groundwater sampling.

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install a temporary 1-inch piezometer. This item shall be paid on a per linear foot basis.

15. Disposable Polyethylene Bailers, .75" x 36", Weighted.

Polyethylene, weighted, disposal, tubular water sampler with ball check valve (.75" x 36"). This item shall be paid on a per bailer basis.

16. IDW Disposal.

This item shall include all personnel time, labor, equipment, materials, transportation, manifests and disposal/recycling costs associated with the removal and disposal of any non hazardous derived waste associated with assessments. This item shall be paid per approved DOT drum.

17. Tank closure report forms, boring logs and submittal.

This item shall include all labor, material, word processing and site sketches necessary to complete the closure forms and reports and submit to WVDEP. This item shall be a lump sum price.

Note: In the event that an additional underground storage tank is found, the submitted unit price will be used. Closure of an additional tank requires approval from WVDEP Contract Specialist Bryan Arthur (304-924-6211).

Class B Certified person:

Name: JL Rhudy III Class B License #: B345 Exp Date: 12/31/08

Name: _____ Class B License #: _____ Exp Date: _____

Name: _____ Class B License #: _____ Exp Date: _____

Certified Monitoring Well Driller person:

Name: JL Rhudy III Registration #: WV00433 Exp Date: 02/02/09

Name: _____ Registration #: _____ Exp Date: _____

Name: _____ Registration #: _____ Exp Date: _____

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

Name: JL Rhudy III Certified Y N 8 hr. Refresher Date: 12/07/07

Name: AARON BOTT Certified Y N 8 hr. Refresher Date: 1/3/08

Name: Fred Lawler Certified Y N 8 hr. Refresher Date: 11/10/07

DEP 13974 Bid Schedule

3151

1024

| Item No. | Quantity | Description | Unit Price | Amount |
|----------|----------|--|------------------|-----------------------|
| 1 | 1,000 | Removal and proper disposal of petroleum contaminated water, rinsate and/or product. (per gallon) | 0.50 | 500 |
| 2 | 1 | Transportation of petroleum contaminated water, rinsate and/or product to disposal facility. (lump sum) | 1000 | 1000 |
| 3 | 6 | Purge vapors from UST (5) and AST(1) to <10% LEL. (per tank) | 100 | 600 |
| 4 | 25 | Excavate and extract UST / piping from the ground. (per 1000 gallon tank volume) | 500 | 12,500 |
| 5 | 6 | Cut openings in USTs (5) / AST(1) and clean sludges from them. (per tank) | 50 | 300 |
| 6 | 6 | Dispose / scrap cleaned UST. (5) / AST (1) (per tank) | 300 | 1800 - |
| 7 | 6 | Dispose of tank-cleaning sludges. (per drum) | 300 | 1800. ⁰⁰ |
| 8 | 500 | Segregate obviously contaminated vs. non-contaminated soils and stockpile contaminated soils/debris on site on 6 mil black plastic and cover with 6 mil black plastic. (per ton) | 5. ⁰⁰ | 2500 - |
| 9 | 680 | Backfill excavations with crusher run. (per ton) | 20 | 13,600 - |
| 10 | 1 | Mobilization and demobilization. (lump sum) | 3000 | 3000 - |
| 11 | 10 | Load, transport and properly dispose of non-hazardous material such as piping, dispensers, etc. (per ton) | 20 | 200 - |
| 12 | 500 | Load, transport and properly dispose of petroleum contaminated soil at a state approved landfill and supply manifests. Unit price includes landfill tipping fees, etc. (per ton) | 43.50 | 21,750. ⁰⁰ |
| 13 | 2 | Direct push equipment including mobilization and demobilization. (per day) | 1000 | 2000 - |
| 14 | 120 | Temporary 1 inch piezometer for groundwater sampling. (per linear foot) | 8. ⁰⁰ | 960 - |
| 15 | 12 | Disposable Polyethylene Bailers, .75" x 36", Weighted. (each) | 5. ⁰⁰ | 60 - |
| 16 | 2 | IDW Disposal (per drum). | 50 | 100 |
| 17 | 1 | Tank closure report forms, boring logs and submittal. (lump sum) | 350 | 350 |
| TOTAL = | | | | 63,020. ⁰⁰ |

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. (Pursuant to Legislative Rule 148-CSR1, 6.4.2)

015

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

016

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

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

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

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

NOW THEREFORE.

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

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

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

Principal Corporate Seal

(Q)
(Name of Principal)
By (S)
(Must be President or Vice President)
(T)
Title

(U) Surety Corporate Seal

(V)
(Name of Surety)

(W)
Attorney-in-Fact

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

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

STATE OF WEST VIRGINIA
Purchasing Division

017

PURCHASING AFFIDAVIT

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

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Envelope of Mr. Doe

Authorized Signature: [Signature] Date: 5/17/08

LETTER OF CREDIT VERIFICATION

Date: 5/19/08

West Virginia Purchasing Division
Department of Administration
State Capitol Complex
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

RE: Irrevocable Letter of Credit Number: 8712357577-5998
State Agency: WV Dept of Purchasing
Requisition Number: DEP13974
Project Description: TODD'S EXAM VST RENEWAL

We hereby open an Irrevocable Letter of Credit, hereafter known as Letter of Credit Number 8712357577-5998 effective 8-22, 2007, in your favor for the account of Envirocheck of VA, for a sum or sums not exceeding \$ 25,000.00 (Vendor)

payable in part or in full upon demand and receipt from you of a Notice of Forfeiture.

This Letter of Credit will expire on 8-22, 2008. We agree to notify you by certified mail, return receipt requested, at least ninety (90) days prior to the maturity of our intention to either renew or not renew this Letter of Credit. Our failure to notify you will automatically extend the maturity for an additional period of twelve (12) months. Upon notification by you of forfeiture, the entire amount shall be confessed to judgment and be due and payable. At the time of expiration, you may either elect to obtain cash collateral by drawing your on-site draft on us for an amount not to exceed the unused balance of this Letter or elect to let the Letter of Credit expire.

We will give prompt notice to both Envirocheck of VA and you of any (Vendor)

notice received or action filed: (1) alleging the insolvency or bankruptcy of the bank; or (2) alleging any violation or regulatory requirements to do business. In addition, we will give immediate notice to both Envirocheck of VA and you in the event the bank becomes unable to fulfill (Vendor)

its obligation under the Letter of Credit for any reason.

This Letter of Credit is non-assignable, non-transferable and is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revisions), International Chamber of Commerce (Publication #500), and to the Uniform Commercial Code.

Sincerely,

[Signature]
Assistant Vice President
BB & T (Title)

(Lending Institution)

Bank Raised Corporate Seal Affixed Here

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV041258

Classification:

SPECIALTY

ENVIROCHECK OF VIRGINIA LLC
375 MOUNTAIN LANE
TAZWELL, VA 24651

Date Issued

Expiration Date

AUGUST 24, 2007

AUGUST 24, 2008

Authorized Company Signature

Michael A. Carl
Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD



4700 MacCorkle Ave., S.E. Charleston, West Virginia 25304

PRODUCER:

BrickStreet Mutual Insurance Company
4700 MacCorkle Ave., S.E.
Charleston, WV 25304

CERTIFICATE HOLDER:

**ENVIROCHECK LLC
375 MOUNTAIN LANE
TAZEWELL, VIRGINIA, 24651**

INSURED:

**ENVIROCHECK LLC
375 MOUNTAIN LANE
TAZEWELL, VIRGINIA, 24651**

CERTIFICATE OF INSURANCE

The policy of insurance listed below has been issued to the insured named above for the policy period and coverage indicated. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below. Coverage is contingent on the insured's compliance with policy conditions and premium payment.

If the policy is canceled before the expiration date, BrickStreet Mutual Insurance Company will endeavor to mail a written notice to the certificate holder within 30 days of cancelation. Failure to mail the notice shall impose no obligation or liability of any kind upon BrickStreet Mutual Insurance Company.

POLICY NUMBER: WC10206519-01

DATE CERTIFICATE ISSUED: 08/30/2007

POLICY EFFECTIVE DATE: 08/08/2007

EXPIRATION DATE: 08/08/2008

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

LIMITS / COVERAGE

[X] WORKERS COMPENSATION - STATUTORY LIMITS

[X] EMPLOYERS LIABILITY LIMITS:

| | | |
|-----------------------------------|----------------------|----------------------|
| BODILY INJURY BY ACCIDENT: | \$ 300,000.00 | EACH ACCIDENT |
| BODILY INJURY BY DISEASE: | \$ 300,000.00 | POLICY LIMIT |
| BODILY INJURY BY DISEASE: | \$ 500,000.00 | EACH EMPLOYEE |

**[X] WV BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT -
COVERAGE FOR WV CODE 23-4-2(d)(2)(ii)**

**[] FEDERAL COAL MINE HEALTH AND SAFETY ACT COVERAGE ENDORSEMENT -
COVERAGE FOR WV CODE 23-4b-1 - FEDERAL BLACK LUNG COVERAGE**

SPECIAL PROVISIONS IF ANY:

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
09/18/07

PRODUCER

ALL RISKS, LTD.
9030 STONY POINT PKWY #230
RICHMOND VA 23235

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

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** EVEREST INDEMNITY INS CO
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED

ENVIROCHECK INC
375 MOUNTAIN LANE
TAZEWELL VA 24651

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|--|----------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY | 4000006155-071 | 08/29/07 | 08/29/08 | GENERAL AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS-COMP/OPS AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | PERSONAL & ADVERTISING INJURY \$ 1,000,000 |
| | <input type="checkbox"/> OWNERS & CONTRACTORS PROT. | | | | EACH OCCURANCE \$ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) \$ 50,000 |
| | | | | | MEDICAL EXPENSE (Any one person) \$ 5,000 |
| | | | | | |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per Person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per Accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | |
| <input type="checkbox"/> NON-OWNED AUTOS | | | | | |
| <input type="checkbox"/> GARAGE LIABILITY | | | | | |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE |
| | <input type="checkbox"/> UMBRELLA FORM | | | | AGGREGATE |
| | <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | \$ |
| | WORKER'S COMPENSATION | | | | STATUTORY |
| | AND | | | | \$ (EACH ACCIDENT) |
| | EMPLOYERS LIABILITY | | | | \$ (DISEASE-POLICY LIMIT) |
| | | | | | \$ (DISEASE-EACH EMPLOYEE) |
| A | OTHER PROFESSIONAL | 4000006155-071 | 08/29/07 | 08/29/08 | PROFESSIONAL LIABILITY \$1,000,000 EACH CLAIM (CLAIMS-MADE) \$2,000,000 AGGREGATE POLLUTION LIABILITY \$1,000,000 EACH CLAIM (CLAIMS-MADE) \$2,000,000 AGGREGATE |

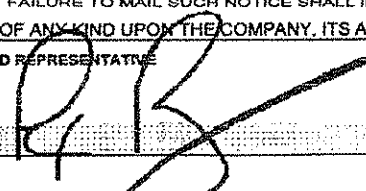
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



All Risks, Ltd.

This is to certify that

J. L. Rudy

has met the attendance requirements and successfully completed the

8-Hour HAZWOPER Refresher

(Hazardous Waste Operations and Emergency Response)

Hazardous Waste Operations and Emergency Response (HAZWOPER) (29CFR 1910.120)

Hazard Communications Training (HAZCOM) (29CFR 1910.1200)

Hazardous Waste Management Training (RCRA) (40CFR 265.16)

Hazardous Materials Transportation Training (HAZMAT) (49CFR 172 Subpart H)

class in accordance with OSHA 29 CFR 1910.120



R

C

Regulatory Training Center

#WV-ABCDE-043-8

157 2nd Avenue, South Charleston, WV 25303

(304) 348-1346

12/17/2007

DATE

[Signature]

INSTRUCTOR

M16779 08118092

5000275302

OFFICIAL CHECK

ISSUING BRANCH 2723103-TAZEWELL COUNTY -- BLUEFI

68-236/514

DATE MAY 19, 2008

PAY TO THE ORDER OF NY DEPT OF PURCHASING

\$ ** \$3,151.00 **

BB&T

BB&T 5100300013

DOLLARS

AUTHORIZED SIGNATURE

Lush Jones

MEMO/PURCHASER ENVIRONMENTAL CHECK OF VA, INC



THIS DOCUMENT CONTAINS A TRUE WATERMARK. HOLD TO LIGHT TO VIEW.

