

ENVIROPROBE

INTEGRATED SOLUTIONS, INC.

DRILLING ♦ ENGINEERING ♦ ENVIRONMENTAL PROFESSIONALS

March 9, 2009

RECEIVED

2009 MAR -9 PM 1:53

Mr. Chuck Bowman
Purchasing Division
West Virginia Department of Administration
Building 15
2019 Washington Street East
Charleston, West Virginia 25305

WV PURCHASING
DIVISION

Re: Request for Quotation #DEP14601
WVDEP-OER
Oversight/ QAQC for the Removal of Underground Storage Tanks and Assessments

Mr. Bowman:

EnviroProbe Integrated Solutions, Inc. is submitting this quotation and the required supplemental information for Request for Quotation (RFQ) #DEP14601. The supplemental information attached with this submittal as required by the RFQ includes:

1. Copy of EnviroProbe's West Virginia Contractor License,
2. Copy of EnviroProbe's workers compensation certificate of coverage,
3. Copy of EnviroProbe's ACORD Certificate of Insurance,
4. Names of Class B certified persons and copy of certification card,
5. Names of WVDEP Certified Well Driller (CWD's) and copies of certification cards, and
6. Names and 40-hour OSHA training certificates for critical personnel.

A listing of our Class B UST Workers, Certified Well Drillers, and OSHA training records is provided below.

Class B UST Certified Worker

As required by the RFQ, EnviroProbe's Class B UST personnel include the following:

Name	Certification Number	Expiration Date
Roderic E. Moore	B654	12-31-2009
Lash McGhee	B604	12-31-2010

Mr. Moore and Mr. McGhee are full-time EnviroProbe employees. A copy of certification cards is attached.

WVDEP Certified Monitoring Well Drillers

EnviroProbe has three CWDs on staff as follows:

Name	Certification Number	Expiration Date
Roderic E. Moore	WV00154	04-17-2009
Lash McGhee	WV00008	01-09-2010
Roy C. Henderson	WV00271	01-10-2010

Copies of their CWD certification cards are attached.

OSHA Training – Critical Personnel

All of EnviroProbe's personnel working on projects under this contract have completed the required 40-hour Occupational Safety and Health Administration (OSHA) HAZWOPER class and associated 8-hour refresher training. Personnel critical to this project and the date of their 40-hour OSHA training include:

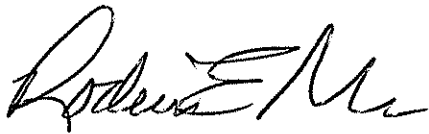
Name	CERTIFIED (Y/N)	40-Hr HAZWOPER	Latest 8-Hour Refresher
Roderic E. Moore	Y	02-11-1994	10-20-2008
Lash McGhee	Y	October 1988	10-20-2008
Chris Henderson	Y	05-06-1999	05-19-2008
Dana Elkins	Y	October 2003	10-20-2008
Chris Stickler	Y	04-21-2006	11-28-2008

Other personnel will undergo training as necessary.

Closing

Please contact EnviroProbe at (304) 776-6717 should you have any questions or desire further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Roderic E. Moore". The signature is fluid and cursive, with the first name being the most prominent.

Roderic E. Moore, P.E., LRS, CWD
President

Attachments



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: DEP14601

PAGE: 1

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

SUBJECT

RFQ COPY
 TYPE NAME/ADDRESS HERE

EnviroProbe Integrated Solutions, Inc.
 630 Cross Lanes Drive
 Nitro, WV 25143

SHIP TO

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

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

BID OPENING DATE: 03/12/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 01 *****						
ADDENDUM ISSUED FOR THE OVERSIGHT, ASSESSMENT, AND QA/QC OF UST REMOVAL AT VARIOUS LOCATIONS IN THE STATE OF WV, TO DISTRIBUTE THE Q/A RESULTING FROM THE FORMAL QUESTION/ANSWER PERIOD EXPIRING AT 4:00 PM 02/28/09.						
PLEASE SEE THE ATTACHED.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 03/12/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	EA		946-20		
OVERSIGHT/QAQC SERVICES						
***** THIS IS THE END OF RFQ DEP14601 ***** TOTAL						\$25,000.00

SIGNATURE:			SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE: 304-776-6717	DATE: 03-09-09
TITLE: President		FEIN: 75-320-9892		ADDRESS CHANGES TO BE NOTED ABOVE		

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

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

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

INSTRUCTIONS TO BIDDERS

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

DEP14601

Addendum #1

Question #1:

"With respect to billing for this project, the RFQ states that "A flat hour rate per hour will be the total charge to the state and will cover the full cost of work hours including labor, travel, and materials." Will we be able to bill travel time and follow-up documentation time on this project or only time spent on site during removal activities?"

Answer:

Vendor will be paid only for work performed as per the terms, conditions and unit prices established in the contract. See RFQ specifications.

Question #2:

"How are we to handle overnight stays if there are any?"

Answer:

Vendor will be paid only for work performed as per the terms, conditions and unit prices established in the contract.

Question #3:

"Is this prevailing wage for the personnel other than the equipment operators and labors such as the Tech people?"

Answer:

As per the WV Division of Labor, prevailing wage rates do not apply to the oversight/QAQC services as detailed in this RFQ.



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02/19/2009				

BID OPENING DATE: 03/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		946-20		
<p>OVERSIGHT/QAQC SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE OVERSIGHT/QAQC SERVICES FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS (UST) AND ASSESSMENTS AT VARIOUS LOCATIONS IN WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE.</p> <p>DUE TO THE EXPEDITIOUS MANNER IN WHICH THIS CONTRACT MUST BE EVALUATED, AWARDED, AND ADMINISTERED, THE AGENCY MUST REQUIRE THAT ALL SUBMISSIONS OF KEY PERSONNEL RESUMES BE INCLUDED WITH THE BID SUBMISSION. PLEASE REFER TO THE ATTACHED VENDOR CHECKLIST.</p> <p>FURTHERMORE; IT IS PREFERRED THAT ALL CERTIFICATES OF INSURANCE, LICENSES, ETC., REQUIRED PRIOR TO THE ISSUANCE OF THE PURCHASE ORDER/CONTRACT BE SUBMITTED BY THE SUCCESSFUL VENDOR(S) WITHIN 48 HOURS OF THE INITIAL REQUEST.</p> <p>A FORMAL QUESTION/COMMENT PERIOD WILL EXTEND UNTIL 4:00 PM, FRIDAY, FEBRUARY 28, 2009. ALL REQUESTS MUST BE DIRECTED TO THE BUYER IN WRITING PRIOR TO THE DEADLINE NOTED ABOVE. PLEASE SEE THE THE ATTACHED SPECIFICATIONS FOR DETAILED INSTRUCTIONS FOR QUESTION & COMMENT SUBMISSIONS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-776-6717	DATE 03-10-09
TITLE President	FEIN 75-3209892	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

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 DEP14601

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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RFQ COPY

TYPE NAME/ADDRESS HERE

EnviroProbe Integrated Solutions, Inc.
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/19/2009				

BID OPENING DATE: 03/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PLEASE THOROUGHLY REVIEW THE FOLLOWING SPECIFICATIONS AND BID REQUIREMENTS AS WELL AS THE ATTACHED AGENCY RFQ SPECIFICATIONS WITH REGARD TO THE VENDOR BID SUBMISSION CHECKLIST.</p> <p>EXHIBIT 3:</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE 304-776-6717 DATE 03-10-09

TITLE President FEIN 75-3209892 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</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>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-776-6717	DATE 03-10-09	
TITLE President	FEIN 75-3209892	ADDRESS CHANGES TO BE NOTED ABOVE	

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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VENDOR RESPONSE

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 EnviroProbe Integrated Solutions, Inc.
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<p>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>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>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 Roderic E. Moore-President</p> <p>NO. 2</p> <p>NO. 3</p>						

Roderic E. Moore
 3/9/09

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Roderic E. Moore</i>	TELEPHONE 304-776-6717	DATE 03-10-09	
TITLE President	FEIN 75-3209892	ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 4						
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>.....SIGNATURE</p> <p>EnviroProbe Integrated Solutions, Inc. COMPANY</p> <p>03-10-09 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-776-6717 DATE: 03-10-09

TITLE: President FEIN: 75-3209892 ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/19/2009				

BID OPENING DATE: 03/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .EnviroProbe Integrated Solutions, Inc. WV042199</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP14601</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE 304-776-6717 DATE 03-10-09

TITLE President FEIN 75-3209892 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 DEP14601

PAGE
 7

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

RFQ COPY

TYPE NAME/ADDRESS HERE

EnviroProbe Integrated Solutions, Inc
 630 Cross Lanes Drive
 Nitro, WV 25143

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
02/19/2009				

BID OPENING DATE: 03/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:				03/12/2009		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-776-6769		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Roderic E. Moore		
***** THIS IS THE END OF RFQ DEP14601 ***** TOTAL:						\$25,000.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE 304-776-6717 DATE 03-10-09

TITLE President FEIN 75-3209892 ADDRESS CHANGES TO BE NOTED ABOVE

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

DEP14601
RFQ SPECIFICATIONS

The West Virginia Department of Environmental Protection (DEP) is releasing this request for quotations (RFQ) to qualified vendors to conduct oversight of contractors during implementation of the removal of underground storage tanks (USTs) and assessments of leaking underground storage tanks (LUST) throughout the entire state of West Virginia. Contracts will be issued to up to three (3) vendors.

As part of this RFQ, a question and comment period will extend until 4pm on Friday, February 27, 2009. All questions or requests for clarification are to be sent in writing to the State Purchasing Division Buyer responsible for the advertisement of this Request for Quotation. **Vendors shall not contact the agency at any time during this advertisement.** Any new or clarifying information concerning the RFQ will result in an addendum being issued by the Buyer.

Please send all inquiries to: Chuck Bowman, Buyer Supervisor
West Virginia Purchasing Division
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305
FAX: 304.558.4115
e-mail: charles.a.bowmanjr@wv.gov

Background of the Program

The West Virginia Department of Environmental Protection (WVDEP), Division of Land Restoration (DLR), Office of Environmental Remediation (OER) is responsible for oversight of Corrective Action at Leaking Underground Storage Tank (LUST) facilities. Under certain conditions WVDEP may use funds from the U.S. EPA to take action to protect human health and the environment when no owner or operator can be found or the owner/operator is not willing or able to take action. Sites that pose the greatest threat to health and the environment will be addressed to protect the citizens of West Virginia from the potential environmental harm caused by leaking underground storage tanks. It is the intent of this contract to have vendor to oversee limited site assessments and proper closure of abandoned petroleum leaking underground storage tank sites.

Scope of Work

On-site contractor is a contractor hired by WVDEP to perform tank removals and limited site assessment work. Vendor shall receive a copy of the on-site contractor assigned work directive and notice to proceed.

The vendor shall oversee the implementation of the removal of USTs and limited assessments performed by on-site contractors in accordance with their assigned work directives.

- A. Observe UST removal activities being performed by on-site contractor which include and may not be limited to:
- The removal and proper disposal of petroleum contaminated water, rinsate and / or product.
 - The transportation of petroleum contaminated water, rinsate and / or product to a disposal facility.
 - Purging vapors from the UST's to < 10% LEL.
 - Excavation and extraction of UST / piping from the ground.
 - Cutting openings and cleaning sludges from the UST.
 - Disposing / scrap cleaned UST's, disposal of tank cleaning sludges.
 - The proper stockpiling and confinement of petroleum contaminated soils.
 - Properly disposing of non-hazardous materials.
 - Backfilling excavations.
- B. Observe the collection and proper preservation of soil and water samples from the UST pit.
- C. Observe direct push activities and other assessment activities conducted by the on-site contractor.
- D. Observe all other activities by the on-site contractor according to their assigned work directives.
- E. Keep record of daily field activities which include but not limited to: field notes, site sketches, digital pictures, record of quantities used, and time sheets.
- F. Confirm by using a DEP provided sworn statement form that all work has been performed and that the job has been completed according to the specifications and time frames as stated in the on-site contractor's assigned work directive.
- G. Complete and submit a DEP provided on-site contractor evaluation form.

Requirements

The vendor shall furnish all necessary and appropriate personnel, materials, and services needed for, or incidental to, overseeing the UST removals and assessments.

The vendor selected to carry out this contract will:

- Have all field personnel complete the mandatory 40 hour health and safety training course, with annual refresher, in accordance with the requirements of the Occupational Safety and Health Administration 29 CFR 1910.120.
- ***Submit with bid the names and qualifications/resume of key personnel (actual personnel performing the oversight) that will be assigned to work on this project).***

Also submit the name and contact information for who is responsible and accountable for the vendor's overall operations shall be designated as a contact for WVDEP.

Individuals working for the vendor must have background work and experience in the following areas (must submit this information in their qualifications/resume along with their bid):

- 1) At least 5 years of experience in UST removals according to West Virginia State regulations and Federal regulations.
- 2) At least 5 years of petroleum environmental site assessments.
- 3) Knowledge of proper UST closure procedures in accordance with WVDEP closure policies, state and federal regulations.
- 4) Knowledge of 47CSR59 "Monitoring Well Regulations" and 47CSR60 "Monitoring Well Design Standards".

Bidding

Oversight Activities – A flat rate per hour will be the total charge to the state and will cover the full cost of all work hours including labor, travel and materials. The vendor will be contracted to provide "oversight" services on an "as needed" basis only.

Invoicing

The vendor will invoice DEP on a monthly basis. All invoices must be accompanied by a sworn statement detailing actual hours worked.

Vendor Registration

The apparent successful vendor must be registered prior to the award of an actual contract. To become a registered vendor you can call 304-558-2311 and obtain a Vendor registration and Disclosure Statement, Form WV-1.

Oversight

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

Additional Information

Vendor shall be expected to oversee more than one project at a time. The contractor shall have sufficient staff to cover several work projects going on at the same time. Initially, DEP expects a high volume of projects to be performed in a limited amount of time.

Vendor/individual may not oversee a project in which their company is performing work as "on site primary or sub-contractor".

In accomplishing services to fulfill the requirements of this RFQ, the vendor/individual shall not 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.

WVDEP shall hold vendor harmless due to any negligence on part of the on-site contractor.

Ordering Procedure

- A. This is an indefinite quantity contract for QAQC services as specified in this RFQ for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by WVDEP by issuance of a Work Directive which shall include the location of the project site and any and all other pertinent project information.
- C. A Work Directive may contain work directives for more than one site if the sites are in close proximity of each other.
- D. The Work Directive shall be awarded in the following manner:
 - To the first lowest awarded vendor.
 - The work directive will include an acceptance/refusal form that must be completed, signed and returned to the WVDEP by email or fax within specified time frames.
 - If the vendor accepts the work directive, then a work shall begin upon notice to proceed from DEP.
 - If the vendor refuses or does not return the acceptance/refusal form, the work directive will be offered to the 2nd awarded vendor and then to the next vendor in consecutive order of lowest bid until it is accepted and work is started.

Life of Contract

This contract becomes effective upon award and extends for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the Director of Purchasing 30 days written notice.

This contract may be renewed upon the mutual written consent of the spending unit and vendor, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

Vendor Bid Submission CHECKLIST

RFQ# DEP14601

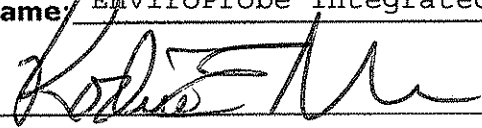
QA/QC & Assessment of Underground Storage Tanks (UST) and Leaking Underground Storage Tank (LUST) Removal

In an effort to aid the Department of Environmental Protection during the expedited evaluation and award period, the West Virginia Purchasing Division has developed the following vendor checklist for this advertisement. Please check-off the items below indicating your compliance.

Vendors MUST complete this checklist, sign, and date it for inclusion with their bid submittal. Failure to include this checklist and the additional requirements noted herein may result in disqualification of the vendor's bid.

- I have read & understand the scope of work as specified herein.
- I understand I may be required to oversee multiple project sites concurrently.
- I understand the method in which work directives will be issued as stated in the specifications.
- I have read & understand the mandatory requirements of the bid submission as specified herein.
- I have included the names and qualifications/resumes of key personnel who will be assigned to this project in accordance with the required criteria specified herein.
- I have or will have all field personnel complete the mandatory 40 hour health & safety training course in accordance with the requirements of OSHA 29 CFR 1910.120, prior to commencement of any issued work directive.
- I have entered my flat hourly billing rate inclusive of labor, travel, & materials in the space provided on the attached bid schedule.

Company Name: EnviroProbe Integrated Solutions, Inc.

Signature: 

Date: 03-10-09

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: EnviroProbe Integrated Solutions, Inc. Signed: [Signature]

Date: 03-10-09 Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

015

PURCHASING AFFIDAVIT**VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: EnviroProbe Integrated Solutions, Inc.Authorized Signature:  Date: 03-09-09

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV042199

Classification:

SPECIALTY

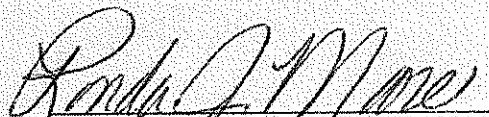
ENVIROPROBE INTEGRATED SOLUTIONS IN
630 CROSS LANES DRIVE
NITRO, WV 25143

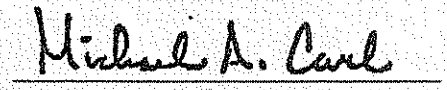
Date Issued

MARCH 28, 2008

Expiration Date

MARCH 28, 2009


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**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.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

INFORMATION PAGE WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: WC10102342-04
POLICY NUMBER: WC10102342-05

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

- | | | |
|----|--|--|
| 1. | INSURED:
ENVIROPROBE INTEGRATED
SOLUTIONS INC
630 CROSS LANES DRIVE
NITRO, WV 25143 | PRODUCER:
RAMSEY INSURANCE AGENCY INC
PO BOX 4025
CHARLESTON, WV 25364 |
|----|--|--|

Insured is a(n) CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 10/18/2008 to 10/18/2009 12:01 A.M. at the insured's mailing address.
3. **A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

WEST VIRGINIA
- B. EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
- | | | |
|----------------------------|-----------|---------------|
| Bodily Injury by Accident: | \$500,000 | Each Accident |
| Bodily Injury by Disease: | \$500,000 | Policy Limit |
| Bodily Injury by Disease: | \$500,000 | Each Employee |
- C. OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

See West Virginia Limited Other States Insurance Endorsement WC 99 03 05
- D.** This policy includes these endorsements and schedules:

SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

DATE OF ISSUE: 10/27/2008
ISSUING OFFICE: Charleston, WV
PRODUCER: RAMSEY INSURANCE AGENCY INC

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2008

PRODUCER (304)925-6789 FAX (304)925-0149
 Ramsey Insurance Agency Inc.
 4301 MacCorkle Ave SE
 PO Box 4025
 Charleston, WV 25364

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.

INSURED EnviroProbe Integrated Solutions, Inc.
 630 Cross Lanes Drive
 Nitro, WV 25143

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Everest Indemnity	
INSURER B: Progressive	24260
INSURER C: Brickstreet Insurance	
INSURER D:	
INSURER E:	

COPY

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	4000005728-071	03/17/2008	03/17/2009	EACH OCCURRENCE \$ 2,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	05652706	03/17/2008	03/17/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$
		OTHER THAN AUTO ONLY: EA ACC \$				
C		EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	WC10102342-04	10/18/2008	10/18/2009	EACH OCCURRENCE \$
		AGGREGATE \$				
		\$				
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4000005728-071	03/17/2008	03/17/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 500,000				
		E.L. DISEASE - EA EMPLOYEE \$ 500,000				
A		OTHER	4000005728-071	03/17/2008	03/17/2009	Professional \$2,000,000
		Pollution \$2,000,000				
Stop Gap \$1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Insured Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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 INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Beverlee Audorff/AUDORFF

Beverlee Audorff

This is to certify that

Roderic Moore

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



Regulatory Training Center

#WV-ABCDE-043-8

157 2nd Avenue, South Charleston, WV 25303
(304) 348-1346

10/20/2008

DATE

INSTRUCTOR

Department of Environmental Protection
Division of Water and Waste Management
Groundwater Monitoring Program

Moore, Roderic E has successfully
met monitoring well driller certification requirements and is
issued driller certification number WV00154

04/17/2009
Renewal Date


Cabinet Secretary



This Is To Certify That

Roderic E. Moore

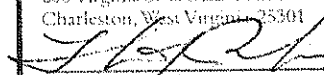
*Has Diligently And With Merit Completed Training In
40 Hour Hazardous Waste Operations
And Emergency Response 29 CFR 1910.120*

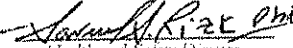
Rucker Environmental

Date Feb. 11, 1994

606 Virginia Street, East, Suite 103
Charleston, West Virginia 25301

Location 606 Virginia
Street, East


President


Health and Safety Director

West Virginia Department of Environmental Protection
Underground Storage Tank Unit

This certifies that



Roderic E. Moore
B654

has fulfilled the requirements of the West Virginia
Underground Storage Tank Rule for Class B certification.
This certificate was issued on January 10, 2008 and expires
on December 31, 2009.

This is to certify that

Lash McGhee

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 T C

Regulatory Training Center

#WV-ABCDE-043-8

157 2nd Avenue, South Charleston, WV 25303

(304) 348-1346

10/20/2008

DATE

INSTRUCTOR

Department of Environmental Protection
Division of Water and Waste Management
Groundwater Monitoring Program

Mcghee, Lash N _____ has successfully
met monitoring well driller certification requirements and is
issued driller certification number WV00008 _____

01/09/2010
Renewal Date

[Signature]

Cabinet Secretary

West Virginia Department of Environmental Protection
Underground Storage Tank Unit

This certifies that



Lash Nelson McGhee
B604

has fulfilled the requirements of the West Virginia
Underground Storage Tank Rule for Class B certification.
This certificate was issued on January 1, 2009 and expires
on December 31, 2010.

Department of Environmental Protection
Division of Water and Waste Management
Groundwater Monitoring Program

Henderson, Roy C _____ has successfully
met monitoring well driller certification requirements and is
issued driller certification number WV00271 _____

01/10/2010
Renewal Date

[Signature]
Cabinet Secretary

This is to certify that

Roy C Henderson

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



REGULATORY TRAINING CENTER

Regulatory Training Center

#WV-ABCDE-043-8

157 2nd Avenue, South Charleston, WV 25303

(304) 348-1346

5/19/2008

DATE


INSTRUCTOR



Roy C. Henderson
Sr. Environmental Technician
Certified Well Drilling
Certified Asbestos Inspector

AREAS OF SPECIALIZATION

Mr. Henderson is a Sr. Engineering/Environmental Technician for EnviroProbe Integrated Solutions, Inc. (EnviroProbe). EnviroProbe is a woman-owned drilling/direct-push, professional engineering, and environmental consulting firm.

ENVIRONMENTAL SERVICES

Mr. Henderson offers significant experience in various engineering and environmental projects. Specifically, Mr. Henderson has direct experience with proper sampling of environmental media, asbestos inspections, design/build of soil and groundwater remediation systems, construction management, Phase I and II Environmental Site Assessments, NPDES Stormwater and Groundwater Protection Plans, air monitoring, leaking underground storage tank (LUST) corrective action, Quality Assurance/Quality Control (QA/QC), and drilling in numerous geologic types using Geoprobe® direct-push technology and rotary drilling rigs. His related experience and expertise includes:

- Groundwater Protection Plans
- Asbestos Inspections
- Solid/Hazardous Waste Management
- "Brownfield" Voluntary Remediation
- SPCC Plans and Spill Response
- Well purging and sampling
- Construction Monitoring
- Chemical Process Controls
- Soil/Groundwater Remediation System O&M
- Mobile Remediation Trailer O&M
- Phase I/II Environmental Site Assessments
- Health and Safety Plan Monitoring
- Soil - Groundwater Remediation
- Environmental Compliance Audits
- Drilling and Direct-push Sampling
- Monitoring Well Installation

EDUCATION AND REGISTRATION

- B.A. Environmental Technology – Glenville State College, 1997
 - Environmental Technology – Calhoun-Gilmer Career Center, 1995
 - High School Diploma, Gilmer County High School
 - 40 Hour OSHA Hazardous Waste and Emergency Response (Current 8-hour Refresher)
 - 8 Hour OSHA Supervisor Training for Hazardous Waste Activities
 - Certified Asbestos Inspector – West Virginia
 - WVDEP Certified Well Driller (WV00271)
 - Nuclear Density Gauge Safety Certification
 - Fork Truck Certification
-

ENVIROPROBE

INTEGRATED SOLUTIONS, INC.

DRILLING + ENGINEERING + ENVIRONMENTAL PROFESSIONALS

Roy C. Henderson
Sr. Environmental Technician

EMPLOYMENT HISTORY

November 2007 - Present

1998 - 2007

1997 - 1998

1997 (Intern)

1996 (Intern)

EnviroProbe Integrated Solutions, Inc.

Potesta & Associates, Inc., Charleston, WV

REI Consulting, Inc., Beaver, WV

NRCS, Glenville, WV

Terradon Corporation, Nitro, WV



Lash N. McGhee
Field Technician
Certified Monitoring Well Driller
Class B UST Remover

AREAS OF SPECIALIZATION

Lash McGhee is an Environmental Technician for EnviroProbe Integrated Solutions, Inc. (EnviroProbe). EnviroProbe is a woman-owned drilling/direct-push, professional engineering, and environmental consulting firm.

ENVIRONMENTAL SERVICES

Mr. McGhee began his career in the chemical manufacturing industry in 1976 before entry into the environmental services and petroleum construction industry in 1988. Mr. McGhee offers significant experience in various engineering and environmental projects. Specifically, Mr. McGhee has direct experience with proper sampling of environmental media, asbestos inspections, design/build of soil and groundwater remediation systems, construction management, Phase I and II Environmental Site Assessments, NPDES Stormwater and Groundwater Protection Plans, air monitoring, leaking underground storage tank (LUST) corrective action, Quality Assurance/Quality Control (QA/QC), and drilling in numerous geologic types using Geoprobe® direct-push technology and rotary drilling rigs. His related experience and expertise have include:

- Groundwater Protection Plans
- Solid/Hazardous Waste Management
- "Brownfield" Voluntary Remediation
- SPCC Plans and Spill Response
- Well purging and sampling
- Construction Monitoring
- Chemical Process Controls
- Soil/Groundwater Remediation System O&M
- Phase I/II Environmental Site Assessments
- Health and Safety Plan Monitoring
- Soil - Groundwater Remediation
- Environmental Compliance Audits
- Drilling and Direct-push Sampling
- Monitoring Well Installation

EDUCATION AND REGISTRATION

- High School Diploma, George Washington High School, 1973
 - 40 Hour OSHA Hazardous Waste and Emergency Response (Current 8-hour Refresher)
 - 8 Hour OSHA Supervisor Training for Hazardous Waste Activities
 - WVDEP Underground Storage Tank Class A and B (#604) certification
 - WVDEP Certified Well Driller (WV00008)
 - Fork Truck Certification
-

ENVIROPROBE

INTEGRATED SOLUTIONS, INC.

DRILLING + ENGINEERING + ENVIRONMENTAL PROFESSIONALS

*Lash N. McGhee
Field Technician*

EMPLOYMENT HISTORY

May 2007 - Present

EnviroProbe Integrated Solutions, Inc.

2002 – 2006

Kemron Environmental Services, Inc. – Poca, WV

1997 – 2001

NESCO/NEC Inc. – South Charleston, WV

1988 – 1997

National Petroleum Testing Consultants – So. Charleston, WV

1976 – 1985

FMC Corporation – South Charleston, WV



Roderic E. Moore, P.E., L.R.S.
President
Certified Well Driller
Class B UST Remover
remoore@enviroprobeinc.com

AREAS OF SPECIALIZATION

Roderic E. Moore, P.E., LRS is president of EnviroProbe Integrated Solutions, Inc. (EnviroProbe), a professional engineering, environmental consulting, and drilling/direct-push firm.

He possesses extensive experience providing solutions to variety of complex engineering and environmental projects for various private, retail/commercial, and industrial clients, as well as state and federal government agencies.

ENVIRONMENTAL ENGINEERING AND MANAGEMENT

Mr. Moore offers a combination of project management, technical expertise and leadership experience in the environmental, engineering, regulatory compliance, and health and safety industry. His related experience and expertise is comprised of over 15 years completing engineering and environmental projects which have included:

- Regulatory Compliance
- Solid/Hazardous Waste Management
- Storm/Wastewater Management & Treatment
- Phase I/II Environmental Site Assessments
- "Brownfield" Voluntary Remediation
- Waste Minimization and Management
- Staff Training and Development
- SPCC Plans and Spill Response
- Expert Testimony
- Health and Safety Planning
- Remediation Design/Implementation
- Risk-based Corrective Action
- Risk Assessments
- Health and Safety Plan Monitoring
- Soil - Groundwater Remediation
- Environmental Compliance Audits
- Groundwater Protection Plans
- Permitting and Regulatory Liaison

EDUCATION AND REGISTRATION

- **M.S.Civil and Environmental Engineering**, West Virginia University - December 1994
- **B.S. Civil Engineering**, West Virginia University - May 1992

- West Virginia State Board of Registration for Professional Engineers (P.E. Reg. No. 16390)
- Licensed Remediation Specialist (LRS #41), WV Department of Environmental Protection
- Class B Underground Storage Tank Remover (#B654), WVDEP
- West Virginia Certified Well Driller (CWD #0154); WVDEP
- 40 Hour OSHA Hazardous Waste and Emergency Response (Current 8-hour Refresher)



Roderic E. Moore, P.E., L.R.S.
President
Certified Well Driller
Class B UST Remover
remoore@enviroprobeinc.com

- OSHA Confined Space Entry Training (entrant and attendant)
- ASFE Fundamentals of Professional Practice course

EMPLOYMENT HISTORY

March 2006 - Present	EnviroProbe Integrated Solutions, Inc.
March 1997 - March 2006	Potesta & Associates, Inc.
January 1996- March 1997	Terradon Corporation
September 1994 - January 1996	Omega Environmental Services, Inc.
January 1994 - August 1994	Rucker & Associates, Inc.
1992 – 1993	West Virginia University, <i>Graduate Research Assistant</i> ,
Summer 1992	Stilson and Associates, Inc.
Summers 1990 – 1991	West Virginia Department of Transportation

PROFESSIONAL ORGANIZATIONS/AFFILIATIONS

- American Society of Civil Engineers
- National Ground Water Association
- Air and Waste Management Association
- Water Environment Federation
- Hazardous Materials Control Resources Institute

PROFESSIONAL EXPERIENCE

EPA BROWNFIELD AND WVDEP LICENSED REMEDIATION SPECIALIST

Mr. Moore has been the Licensed Remediation Specialist, WVDEP Project Manager of record, or Project Manager for the following Brownfield/Voluntary Remediation Program (VRP) sites in West Virginia:

- VRP – WV Central Credit Union Site – Vienna, WV
- Brownfield Cleanup Grant – City of Clarksburg – Adamston Flat Glass – Clarksburg, WV (LRS and Risk Assessor Sub-Consultant)
- Brownfield Petroleum Assessment Grant – City of Charleston – Charleston, WV (ESA and Geoprobe Direct Push Subcontractor)
- VRP - Charleston Sanitary Board, Copenhagen Park Former Sludge Facility – Charleston, WV
- VRP - Proposed Wal-Mart – Glen Dale, WV
- VRP - Blenko Glass - Milton, WV
- VRP - City of Parkersburg - Former CSX Site – Parkersburg, WV
- VRP - Former G-M Properties Site (Roman Catholic Diocese of Wheeling-Charleston) - Charleston, WV



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- WVDEP - Former Fostoria Glass – Moundsville, WV
- VRP - Poor Charlie & Company, Inc., Cremer Iron & Metal – Parkersburg, WV
- VRP - Amherst Industries, Former Pt. Pleasant Marine (Parcel 1) – Pt. Pleasant, WV
- VRP - Amherst Industries, Former Pt. Pleasant Marine (Parcel 2) – Pt. Pleasant, WV
- VRP - Amherst Industries, Amherst Dock Facility – Chelyan, WV
- VRP - Poor Charlie & Company, Inc., Riverside - Glasgow, WV
- WVDEP - PPG/Former Marshall Army Landfill - New Martinsville, WV
- WVDEP - Former WV Plastics (Baby World) – Grafton, WV
- VRP - Poor Charlie & Company, Inc., Campbell's Creek - Charleston, WV
- VRP - Poor Charlie & Company, Inc., Sattes – Nitro, WV
- VRP - T.L. Diamond & Company and E.I. DuPont de Nemours & Company, Spelter Smelter Facility – Spelter, WV
- VRP - Meyer Darragh Buckler Bebenek & Eck, Tanker Truck Spill Site – West Hamlin, WV
- VRP - Desco, Inc. – Weirton, WV
- VRP – Former Pack Lumber Site – Marmet, WV

These multi-disciplinary projects involved environmental site assessment, risk assessment, remediation work plan preparation/design, remediation work plan implementation, and follow-up reporting and/or monitoring.

ENVIRONMENTAL SITE ASSESSMENTS, RISK ASSESSMENTS, AND REMEDIATION

Leaking Underground Storage Tank (UST) Sites:

-Numerous commercial properties (non-retail petroleum)
- Numerous single-site UST Owners
- SuperAmerica
-Limbocker Oil Company
- Petroleum Products, Inc. – One Stop
- Go-Mart, Inc.
- Triumph Energy Corporation
- WV-American Water Company
-Marathon Petroleum Company, LLC
- Amherst Industries, Inc.
-Englefield Oil Company
-Phase II ESAs for Property Transactions
- Auto Dealerships
- West Virginia Department of Environmental Protection

Phase I ESAs – Property Transactions:

-Banks
- Sellers



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President
Certified Well Driller
Class B UST Remover
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..... County Governments

Phase II ESAs:

- UST/LUST sites
..... Chemical industry
..... Commercial property
..... Residential property
..... City-owned property
..... County-owned property
..... Manufacturing facilities
..... Industrial facilities
..... Industrial waste facilities
..... Brownfield/Voluntary Remediation sites

SPILL CLEANUP AND EMERGENCY RESPONSE

- Trucking Companies
..... Insurance Providers
..... Coal Companies
..... Chemical Industry
..... Retail Petroleum
..... Bulk Petroleum Facilities

CERCLA/RCRA/SUPERFUND

- Fike/Artel Chemical Site - Nitro, WV
..... Burke Parsons Bowlby - Spencer, WV
..... Burke Parsons Bowlby - Goshen, VA
..... Monsanto/Solutia - Nitro, WV
..... Columbia Gas Transmission - Charleston, WV
..... Raleigh Junk Company - Sattes, WV
..... Raleigh Junk Company - Parkersburg, WV
..... Raleigh Junk Company - Charleston, WV
..... Twin City Iron & Metal - Bristol, VA

ENERGY AND RESOURCE EXTRACTION

- Columbia Gas Transmission
..... Massey Coal Services
..... International Coal Group
..... Arch Coal
..... GASCO, Inc.



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PERMITTING AND COMPLIANCE

NPDES Permitting:

- Construction activities
- Industrial/manufacturing activities
- Remediation activities

Compliance Audits:

- Numerous clients

Spill Prevention, Control and Countermeasure (SPCC) Plans:

- Bulk Storage Facilities
- Numerous clients storing petroleum products
- Boggs Aviation – Spencer, WV
- Amherst Industries, Inc.