



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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**Enviro Check of VA. Inc.**  
**375 Mountain Lane**  
**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	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
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 &amp; 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 &amp; COMMENT SUBMISSIONS.</p>						

RECEIVED  
 2009 MAR 11 AM 10:38  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 276-701-3093 DATE 3/05/09

TITLE *[Signature]* FEIN 20-4388977 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

---

**INSTRUCTIONS TO BIDDERS**

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



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

# Request for Quotation

RFQ NUMBER  
 DEP14601

PAGE  
 2

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**Enviro Check of VA. Inc.**  
**375 Mountain Lane**  
**Tazewell, VA. 24651**

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

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

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

LINE	QUANTITY	UOP	GAT 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 <i>[Signature]</i>	TELEPHONE 276-701-3093	DATE 3/08/09
TITLE <i>[Signature]</i>	FEIN 20-4398977	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  
 3

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**Enviro Check of VA. Inc.**  
**375 Mountain Lane**  
**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	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>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 style="text-align: center;">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 276-701-3093	DATE 3/08/09
TITLE <i>[Signature]</i>	FEIN 20-4398977	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:  
4

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**Enviro Check of VA. Inc.**  
**375 Mountain Lane**  
**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	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>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 .. 3/04/08 - RECEIVED 3-06-09</p> <p>NO. 2 ..</p> <p>NO. 3 ..</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 276-761-3093 DATE: 3/05/09

TITLE: Op. M6L FEIN: 20-4398977 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  
 5

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**Enviro Check of VA. Inc.**  
**375 Mountain Lane**  
**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	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
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  <i>Enviro Check of VA, Inc.</i>            .....COMPANY            .....3/08/09.....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: *J. J. [Signature]* TELEPHONE: 276-701-3093 DATE: 3/08/09

TITLE: *J. J. [Signature]* FEIN: 20-4398977 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:  
 6

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**Enviro Check of VA. Inc.**  
**375 Mountain Lane**  
**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	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>PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ... <i>Envirocheck of VA, Inc.</i> ...</p> <p>CONTRACTORS LICENSE NO.: ... <i>WV041258</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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP14601</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 276-701-3093	DATE 3/02/09
TITLE <i>[Signature]</i>	FEIN 20-4898977	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

**Enviro Check of VA. Inc.**  
 375 Mountain Lane  
 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	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
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:						
----- 276 472 2425 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- JL RHODY JR -----						
***** THIS IS THE END OF RFQ DEP14601 ***** TOTAL:						16,445.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>JL Rhody Jr</i>	TELEPHONE 276-701-3093	DATE 3/08/09
TITLE <i>Off Mgr</i>	FEIN 20-4398977	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](mailto: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: ENVIRONMENTAL CHECK 20 VA, INC

Signature:  Date: 3/05/09



# 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: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

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

**ANTITRUST:**

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

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

**LICENSING:**

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

**CONFIDENTIALITY:**

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

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

Vendor's Name: *J. Rhye*  
Authorized Signature: *J. Rhye* Date: *3/05/09*





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

POSTAGE

**Envirocheck of Virginia LLC**  
 Attention: J. L. Rhudy  
 375 Mountain Lane  
 Tazwell, VA 24651

SHIP TO

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

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

BID OPENING DATE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
03/12/2009						

0001	1	EA		946-20		
<p>***** ADDENDUM NO. 01 *****</p> <p>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.</p> <p>PLEASE SEE THE ATTACHED.</p> <p>BID OPENING DATE &amp; TIME REMAIN UNCHANGED AS 03/12/09 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p> <p>OVERSIGHT/QAQC SERVICES</p>						
***** THIS IS THE END OF RFQ DEP14601 *****					TOTAL:	32.89/ea

SIGNATURE			TELEPHONE		DATE
<i>J. L. Rhudy</i>			276-701-3093		3-8-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE			
<i>of name</i>	20-4398977				

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

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.

## **Jacob Leach Rhudy, III, L.R.S.**

### **Education**

Bachelor of Science – Agricultural Engineering

Virginia Polytechnic Institute and State University, Blacksburg, Virginia 1993

### **Background**

2006 – Present            Operations Manager  
                                  EnviroCheck of Virginia, LLC, Bluefield, Virginia

2002 – 2006             Assistant Branch Manager  
                                  Marshall Miller & Associates

2000 – 2002             Senior Project Engineer  
                                  Marshall Miller & Associates

1996 – 2000             Project Engineer  
                                  Marshall Miller & Associates

1994 – 1996             Transmission Line  
                                  American Electric Power, Fieldale, Virginia

1993 – 1994             Project Engineer  
                                  Marshall Miller & Associates

### **Certifications**

OSHA 40-Hour Health & Safety Training, Certification No. HSW-01275  
OSHA 8-Hour Supervisory Training  
OSHA 8-Hour Annual Hazwoper Refresher, Certification No. WV-ABC-043-8, 2008  
Virginia, Licensed Asbestos Inspector, Certification No. 3303-001729  
West Virginia Licensed Asbestos Inspector, Certification No. AI000573  
West Virginia UST Class B, Certification No. B345  
Virginia Commercial Driver's License Class A, Certification No. 223272839  
Annual Railroad Worker Protection Training, 2006  
West Virginia Licensed Remediation Specialist No. 172  
Confined Space Training, 2004  
Virginia Class A Contractor, License No. 2705109903  
West Virginia Contractor No. WV041258  
West Virginia Certified Well Driller, WV00433

### **Professional Experience**

2006 – Present            Operations Manager in charge of all daily activities from project scheduling to  
                                  management of personnel, resources, and client development.

2002 – 2006             Assistant Branch Manager for Marshall Miller & Associates' Bluefield,  
                                  Virginia office. Responsibilities include management of personnel, projects,  
                                  and development of new and existing clients.

- 1996 – 2002      Responsibilities include project management of environmental site assessments concerning surface and subsurface investigations; coordination and management of field geologists and technicians during environmental site assessments, and preparation of reports for state and local government agencies.
- Conducting environmental site investigations related to leaking underground storage tanks (USTs), including selection of sampling intervals and location and design of ground water monitoring wells. Preparation of Health and Safety Plans related to UST removal and site characterization activities. Perform field tests for determination of aquifer characteristics and interpret results and calculations. Interpretation of geotechnical results, development of environmental site characterizations, risk assessments, and corrective action plans. Preparation of reports for submission to clients and regulatory agencies, and development of accompanying site maps. Correspondence with regulatory agencies and client representatives. Conducting environmental assessments for leaking underground storage tanks in Virginia, West Virginia, Kentucky, and Tennessee. Involved in drilling supervision; contaminated plume delineation; sampling protocol, and report preparation.
- 1994 – 1996      Involved in right-of-way acquisition, disposal of hazardous wastes, UST implementation, and PCB sampling.
- 1994              Involved with site assessments, UST investigations, and PCB investigations.

**Selected Projects/Activities**

- Tennessee      Provided environmental consulting for a train derailment and cleanup of 17,000 gallons of Bis (2-ethylhexyl)phthalate. Project included the excavation of approximately 3,400 tons of listed hazardous waste solids and disposal of approximately 95,000-gallons of listed hazardous waste liquids. Negotiated with TDEC to attain amicable clean-up standards. Site closure was attained within five months of the derailment.
- South Carolina      Worked closely with Real Estate Department to rebut a potential buyer’s claim that clients’ property contained dissolve lead. Project involved low-flow purging over one week to confirm that dissolved lead concentrations did not exist above Federal Maximum Contaminant Levels.
- Virginia              Served as the primary manager for the Bristol District of the Virginia Department of Transportation’s Hazardous Waste/Substance Assessment contract as well as other environmental department issues including: underground storage tank (UST) removals, site characterization reports and corrective action plans for sites with confirmed releases, supervision of monitoring well installations and conducting environmental site assessments.

- Virginia Supervision of approximately 100 UST removals throughout Virginia. Also involved in the supervision and preparation of initial abatement and site characterization reports for sites with confirmed petroleum releases. Development of approximately 65 Phase I Environmental Site Assessment Reports for sites located in Virginia with real property value from \$5,000 to \$50,000,000. Prepared and implemented Corrective Action Plans at various DOT facilities and bulk plants in accordance with VDEQ requirements.
- Southwest Virginia Involved in the delineation and remediation of PCB, lead, PAH, and VOC impacted hazardous waste sites for highway construction projects. Supervised environmental field investigations and report preparation for the Grundy flood project. This project involved Phase II ESA's on 47 parcels and limited Phase I's on 112 parcels from 1994 – 2000. Conducted risk assessments on all parcels investigated designed to attain favorable regulatory approval.
- West Virginia Supervision of underground storage tank (UST) removal and associated report completion for sites with confirmed petroleum releases throughout West Virginia. Completed Site Check, Initial Site Characterization and Site Characterization reports as required by the West Virginia Division of Environmental Protection. Supervised the remediation of petroleum impacted soils on a ten million dollar property transfer. Conducted Phase I ESA's on commercial properties ranging from \$345,000 to \$7.5 million. Conducted Brownfield site assessments for the WVDEP at abandoned industrial sites. Conducted RI/FS at chrome plating facilities and attained closure at both sites.
- Princeton, WV Combined three LUST sites into a single Voluntary Remediation Program site and achieved Certification of Completion within fifteen months. Project involved the excavation and off-site disposal of 3,756 tons of petroleum contaminated soils. Asbestos inspections were also conducted on three motel units, two gas stations, and five other structures in which no additional asbestos was identified by the demolition contractor. Project was completed on time and within budget.
- Grundy, Virginia Conducted asbestos inspections on 44 commercial buildings scheduled for demolition. No change orders for additional asbestos material was identified by the Road Contractor.
- Virginia Served as primary client contact/first responder to a private utility for transformer spill abatement, mitigation, and spill cleanup. Spills ranged from less than five gallons to greater than several hundred gallons

**Continuing Education**

Fundamentals of Hydrogeology and Karst Hydrogeology, University of Tennessee, Knoxville, Tennessee.

Managing Small Projects, Zweig White and Associates, Raleigh, North Carolina.

Phase I for Agricultural Properties, Environmental Assessment Association, December 2000.

ASTM E-1527 Standard for the New Millennium, Charlotte, North Carolina.

Underground Storage Tank Removal for Contractors, Petcon, Inc., Charleston, West Virginia.

All Appropriate Inquiry, The new Federal requirement, Charlotte, North Carolina

Low Flow Purging/Micro purging and Risk Assessment Training, Tampa Bay, Florida

Vapor Intrusion, The next indoor air problem. Columbus, Ohio

Fundamentals of Project Management, Johnson City, Tennessee

## **Frank Lampert**

### **Background**

2007 – Present      Senior Field Technician  
EnviroCheck of Virginia, LLC, Bluefield, Virginia

1993 – 2007      Field Technician  
Marshall Miller & Associates

### **Certifications**

OSHA 40-Hour Health & Safety Training  
OSHA 8-Hour Supervisory Training  
OSHA 8-Hour Annual Hazwoper Refresher  
Virginia, Licensed Asbestos Inspector  
Confined Space Training, 2003

### **Professional Experience**

2006 – Present      Senior field technician in charge of all sampling for oil and gas clients, LUST sites in Virginia, West Virginia, Tennessee and Kentucky. Operates equipment for UST removals in Virginia and West Virginia. Operate Geoprobe Direct push units and low flow purge equipment.

1993 – 2007      Responsibilities include conducting environmental site investigations related to leaking underground storage tanks (USTs), including sampling and drilling of ground water monitoring wells. Perform field tests for determination of aquifer characteristics and interpret results and calculations. Provided construction oversight and operated equipment for removal of USTs in Virginia, West Virginia, Tennessee, and North Carolina. Directly involved with over 45 UST closures in West Virginia. Conducted EFR events for LUST sites in Virginia and West Virginia. Operate Geoprobe Direct push units and low flow purge equipment.

## **Aaron Butt**

### **Background**

2008 – Present            Senior Field Technician  
                                  EnviroCheck of Virginia, LLC, Bluefield, Virginia

2003 – 2008              Field Technician  
                                  Marshall Miller & Associates

### **Certifications**

OSHA 40-Hour Health & Safety Training  
OSHA 8-Hour Supervisory Training  
OSHA 8-Hour Annual Hazwoper Refresher  
Virginia, Licensed Asbestos Inspector  
Confined Space Training, 2005  
West Virginia UST Class B  
West Virginia Certified Water Well Driller

### **Professional Experience**

2008 – Present            Senior field technician in charge of all sampling for oil and gas clients, LUST sites in Virginia, West Virginia, Tennessee and Kentucky. Operates equipment for UST removals in Virginia and West Virginia. Operate Geoprobe Direct push units and low flow purge equipment.

2003 – 2008              Responsibilities include conducting environmental site investigations related to leaking underground storage tanks (USTs), including sampling and drilling of ground water monitoring wells. Perform field tests for determination of aquifer characteristics and interpret results and calculations. Provided construction oversight and operated equipment for removal of USTs in Virginia, West Virginia, Tennessee, and North Carolina. Directly involved with over 45 UST closures in West Virginia. Conducted EFR events for LUST sites in Virginia and West Virginia. Operate Geoprobe Direct push units and low flow purge equipment.



## **Leslie H. Rhudy**

### **Background**

- 2006 – Present      President/Owner  
EnviroCheck of Virginia, LLC, Bluefield, Virginia
- 1997 – 2003      Office Manager – Environmental Department  
Marshall Miller & Associates, Inc.
- 1993 – 1997      Environmental Secretary  
Marshall Miller & Associates, Inc.
- 1991 – 1993      Personal Assistant to the President (Marshall Miller)  
Marshall Miller & Associates, Inc.
- 1989 – 1991      Data Entry Technician  
Marshall Miller & Associates, Inc.

### **Professional Experience**

- 2006 – Present      President/Owner in charge of all accountability of receipts, payroll, tax, and other day to day operations of business. Responsibilities also include secretarial, data entry, and project coordination.
- 1997 – 2003      Office Manager of the Environmental Department for Marshall Miller & Associates' Bluefield, Virginia office. Responsibilities included management of administrative personnel, project coordination, business development, file retrieval and archiving, and routine day to day office activities.
- 1993 – 1997      Conducted everyday office activities associated with start to finish report documentation, organization, and finalizing all reports associated with the environmental department.
- 1991 – 1993      Responsibilities include but not limited to assisting Marshall Miller (President) of Marshall Miller & Associates, Inc. These tasks included general secretarial skills as well as organization, confidential issues, etc.
- 1989 – 1991      Conducted data entry activities regarding coal related projects as well as environmental and energy projects.

# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)  
**03/03/09**

**PRODUCER**

**ALL RISKS, LTD.**  
300 Arboretum Place Suite 410  
  
Richmond VA 23236

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** ROCKHILL INSURANCE COMPANY
- COMPANY LETTER **B** ROCKHILL INSURANCE COMPANY
- 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
<b>A</b>	<b>GENERAL LIABILITY</b>	<b>RPKGE000272-00</b>	<b>08/29/08</b>	<b>08/29/09</b>	GENERAL AGGREGATE \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>				PRODUCTS-DOMPICRS AGGREGATE \$ <b>2,000,000</b>
	<input type="checkbox"/> <b>CLAIMS MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>				PERSONAL & ADVERTISING INJURY \$ <b>1,000,000</b>
	<input type="checkbox"/> <b>OWNERS &amp; CONTRACTORS PROT.</b>				EACH OCCURRENCE \$ <b>1,000,000</b>
					FIRE DAMAGE (Any one fire) \$ <b>50,000</b>
					MEDICAL EXPENSE (Any one person) \$ <b>5,000</b>
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>				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					
<b>B</b>	<b>EXCESS LIABILITY</b>	<b>RUME000233-00</b>	<b>02/16/09</b>	<b>08/29/09</b>	EACH OCCURRENCE \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> <b>UMBRELLA FORM</b>				AGGREGATE \$ <b>2,000,000</b>
<b>B</b>	<b>WORKER'S COMPENSATION</b>				STATUTORY
	<b>AND</b>				\$ (EACH ACCIDENT)
	<b>EMPLOYERS LIABILITY</b>				\$ (DISEASE-POLICY LIMIT)
					\$ (DISEASE-EACH EMPLOYEE)
<b>A</b>	<b>OTHER PROFESSIONAL</b>	<b>RPKGE000272-00</b>	<b>08/29/08</b>	<b>08/29/09</b>	PROFESSIONAL LIABILITY: CLAIMS-MADE & REPORTED \$1,000,000 EACH CLAIM, \$2,000,000 AGGREGATE RETROACTIVE DATE: 5/23/2006 CONTRACTOR'S POLLUTION: OCCURENCE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

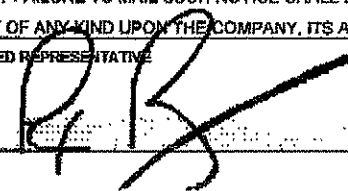
**CERTIFICATE HOLDER:**

**WVDEP**  
**BRYAN ARTHUR**  
**PO BOX 38**  
**FRENCH CREEK, WV 26218**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 0 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.

ACORD 26 (7/09) FCHANDLER

ARF1007

**2008**

**WEST VIRGINIA  
STATE TAX DEPARTMENT**

**2010**

**BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**ENVIROCHECK LLC  
DBA ENVIROCHECK OF VIRGINIA LLC  
375 MOUNTAIN LANE  
TAZEWELL, VA 24651**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 1011-1624**

This certificate is issued for the registration period beginning: **July 1, 2008**

This certificate is valid until: **June 30, 2010**

*This business registration certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12 of the West Virginia Code.*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.**

**ENGAGING IN BUSINESS WITHOUT CONSPICUOUSLY POSTING A WEST VIRGINIA BUSINESS  
REGISTRATION CERTIFICATE IN THE PLACE OF BUSINESS IS A CRIME AND MAY SUBJECT YOU  
TO FINES PER W. VA. CODE § 11-9.**

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.**



400 Quarrier Street Charleston, WV 25301-2010

**PRODUCER:**

BrickStreet Mutual Insurance Company  
400 Quarrier Street  
Charleston, WV 25301-2010

**CERTIFICATE HOLDER:**

ENVIROCHECK LLC  
375 MOUNTAIN LANE  
TAZEWELL VA 24651

**INSURED:**

ENVIROCHECK LLC  
375 MOUNTAIN LANE  
TAZEWELL VA 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: WC10206519-02**

**DATE CERTIFICATE ISSUED: 08/11/2008**

**POLICY EFFECTIVE DATE: 08/08/2008**

**POLICY EXPIRATION DATE: 08/08/2009**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

**LIMITS / COVERAGE**

**WORKERS COMPENSATION - STATUTORY LIMITS**

**EMPLOYERS LIABILITY LIMITS:**

<b>BODILY INJURY BY ACCIDENT:</b>	<b>\$300,000</b>	<b>EACH ACCIDENT</b>
<b>BODILY INJURY BY DISEASE:</b>	<b>\$300,000</b>	<b>POLICY LIMIT</b>
<b>BODILY INJURY BY DISEASE:</b>	<b>\$500,000</b>	<b>EACH EMPLOYEE</b>

**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:**

# 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**

AUGUST 24, 2008

**Expiration Date**

AUGUST 24, 2009

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.

This is to certify that

**J. L. Rhudy**

*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**



**WEST VIRGINIA**  
Regulatory Training Center

#WV-ABCDE-043-8

157 2<sup>nd</sup> Avenue, South Charleston, WV 25303  
(304) 348-1346

10/20/2008

DATE

INSTRUCTOR

**TECHNICAL ENVIRONMENTAL  
SERVICE TRAINING INSTITUTE**

*certifies that*

**JACOB L. RHODY**

*has successfully met the 29 CFR 1910.120 certificate requirements for the course entitled*

**40 HOUR HEALTH & SAFETY TRAINING  
- GENERAL SITE WORKER (E-3-1) -**

*and in evidence thereof is awarded this*

**CERTIFICATE OF COMPLETION**

on the 29<sup>TH</sup> day of JULY, 19 93

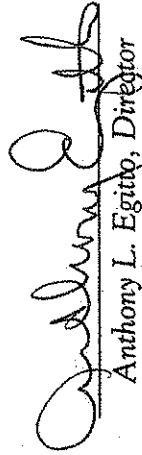
JULY 29, 1993

Passed Exam

**HSW-01275**

Certificate Number



  
Anthony L. Egitto, Director

1110 Navaho Dr. • Suite 602 • Raleigh, North Carolina 27609 • 919-876-8440

