

NOTICE

Please note that this bid from Kemron Environmental Services, Inc. for HHR15*4 was received at the Purchasing Division office prior to the established bid opening date and time on February 19, 2015 as noted on the coversheet of the electronic bid, but did not load properly at the public bid opening. This bid has since been loaded and is now posted.

Diane Holley-Brown
Assistant Purchasing Director



West Virginia Purchasing Division

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

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

Header

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)**Procurement Folder:** 67738**SO Doc Code:** CRFQ**Procurement Type:** Central Purchase Order**SO Dept:** 0506**Vendor ID:** **SO Doc ID:** HHR1500000004**Legal Name:** KEMRON ENVIRONMENTAL SERVICES INC**Published Date:** 2/12/15**Alias/DBA:****Close Date:** 2/19/15**Total Bid:** \$12,507.00**Close Time:** 13:30**Response Date:** **Status:** Closed**Response Time:** **Solicitation Description:** **Total of Header Attachments:** 0**Total of All Attachments:** 0



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

**State Of West Virginia
 Solicitation Response**

Proc Folder : 67738

Solicitation Description : ADDENDUM NO. 1 CLOSURE & SITE RESTORATION OF STORAGE TANKS

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-02-19 13:30:00	SR 0506 ESR02191500000002108	1

VENDOR

000000102616
 KEMRON ENVIRONMENTAL SERVICES INC

FOR INFORMATION CONTACT THE BUYER

Gregory Clay
 (304) 558-2566
 gregory.c.clay@wv.gov

Signature X **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Closure and site restoration of 2 underground storage tanks				\$230,000.00

Comm Code	Manufacturer	Specification	Model #
71140000			

Extended Description :	Closure and site restoration of 2 underground storage tanks, excavate, vapor-free, remove, transport, make free of hazadorous material, clean and dispose of, backfill site.
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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: KEMRON Environmental Services, Inc.

Authorized Signature: *Gregory J. [Signature]* Date: 02/19/15

State of West Virginia

County of Putnam, to-wit:

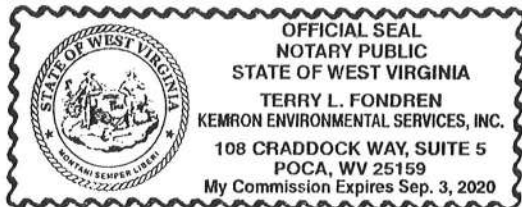
Taken, subscribed, and sworn to before me this 19 day of February, 2015.

My Commission expires September 3, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

Terry L. Fondren
Purchasing Affidavit (Revised 07/01/2012)





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

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, **TO-WIT:**

I, Christopher J. Amick, after being first duly sworn, depose and state as follows:

1. I am an employee of KEMRON Environmental Services; and,
(Company Name)
2. I do hereby attest that KEMRON Environmental Services
(Company Name)

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

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

By: Christopher J. Amick

Title: Regional Manager

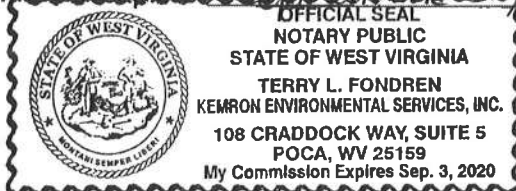
Company Name: KEMRON Environmental Services

Date: 02/19/15

Taken, subscribed and sworn to before me this 19 day of February, 2015.

By Commission expires September 3, 2020

(Seal)



Terry L. Fondren
(Notary Public)

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kemron Environmental Services, Inc.
of 1359-A Ellsworth Ind'l, Atlanta, Georgia 30318, as Principal, and Berkley Insurance Company
of 475 Steamboat Road, Greenwich, CT, a corporation organized and existing under the laws of the State of Delaware
with its principal office in the City of Greenwich, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblgee, in the penal sum of 5% of Bid (\$ 625.33) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Closure and site restoration of storage tanks at Jackie Withrow Hospital.

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 19th day of February, 2015.

Principal Seal

Kemron Environmental Services, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
Executive Vice President
(Title)

Surety Seal

Berkley Insurance Company
(Name of Surety)
[Signature]
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Christopher B. Wortham, Jerry Boutwell, Shirley A. Coleman or Derek Wortham of H & H Insurance Services, Inc. of Norcross, GA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed *Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)*, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of May, 2013.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 10 day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey
Notary Public, State of Connecticut
**KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017**

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 19th day of February, 2015.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is unaltered. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.



108 Craddock Way, Suite 5 • Poca, WV 25159 • TEL 304-755-0999 • FAX 304-755-0990

WV Contractor Number: WV030188

February 19, 2015

Mr. Gregory Clay
Purchasing Division
West Virginia Department of Administration
2019 Washington Street East
Charleston, WV 25405

**Re: *Underground Storage Tank System Closure Oversight
Jackie Withrow Hospital
105 East Eisenhower Drive
Beckley, WV
Proposal No. 15-CL-9015***

Dear Mr. Clay,

KEMRON Environmental Services, Inc. (KEMRON) is pleased to submit to you this proposal for removal of two (2) underground storage tanks (USTs) located at Jackie Withrow Hospital, 105 East Eisenhower Drive, Beckley, West Virginia. KEMRON understands that the UST system consists of one (1) 1,000-gallon capacity fuel oil UST and one (1) 6,000-gallon capacity diesel UST and associated product piping.

The principal objectives of the proposed work are:

- Notify the West Virginia Department of Environmental Protection (WVDEP) of the intent to remove the USTs one (1) week prior to initiating UST system removal activities;
- Oversee the removal of contents from the two (2) USTs via vacuum truck;
- Monitor and document subsurface conditions during closure activities;
- Oversee the removal of one (1) 1,000-gallon capacity UST and one (1) 6,000-gallon capacity UST from separate tank basins;
- Field screen soils using a portable photoionization detector (PID) during UST removal activities to determine if further assessment is necessary; and
- Collect one (1) soil sample from beneath each UST (two (2) samples), one (1) soil sample from along each of the exposed side walls of each UST basin (eight (8) samples), and one (1) soil sample for every 15 linear feet of product piping line (three (3) samples) according to WVDEP guidelines. KEMRON estimates that a total of 13 confirmation soil samples will be collected following UST system removal. The soil samples will be submitted for laboratory analyses of benzene, toluene, ethylbenzene, and total xylenes (BTEX) and methyl tertiary butyl ether

Protecting Our Environmental Future

(MTBE) concentrations by United States Environmental Protection Agency (EPA) Method 8260B, total petroleum hydrocarbons as gasoline range organics and diesel range organics (TPH-GRO/DRO) concentrations by EPA Method 8015B.

1.0 Work Scope

1.1 UST Removal

This proposal assumes that all necessary city and state permits will be obtained by KEMRON prior to UST removal activities. KEMRON will prepare notification to the WVDEP of the intent to remove the USTs at least one (1) week prior to initiating UST system removal activities. KEMRON will prepare a site-specific Health and Safety Plan (HASP) in accordance with Occupational Safety and Health Administration Standard "Hazardous Waste Operations and Emergency Response" guidelines (20 CFR 1910.120).

Prior to the UST removal, the contents of the USTs will be removed via a vacuum truck. It is assumed that 500 gallons will be removed from the 1,000-gallon capacity fuel oil UST and 100 gallons will be removed from the 6,000-gallon capacity diesel UST. Should additional product exceeding 600 gallons be removed from the USTs, it will be billed as an out-of-scope task. Following the removal of UST contents, the interior atmosphere within each UST will be purged using an eduction type air mover to remove potentially explosive vapors. Once the USTs are removed from their respective basins, the ends of the USTs will be opened and the USTs will be cleaned. Materials removed from and used to clean the USTs will be transferred into approved, properly labeled containers and staged on-site pending disposal at an approved facility. For the purposes of this proposal, KEMRON assumes that no more than two (2) drums of UST bottoms and cleaning materials will be generated during removal activities. Following removal of the cleaning materials, KEMRON will label the drum appropriately and stage the drum on-site for pickup and transport by Eco First located in Lesage, West Virginia. Drummed materials will be transported to Central Oil of Ohio for disposal/recycling. Should more materials be produced during the cleaning of the USTs, additional drums and subsequent disposal will be billed as out-of-scope tasks.

Following removal and cleaning, the USTs will be prepared for transport for final disposition. Since the material of construction of the USTs is unknown, separate costs have been provided in **Attachment 1** for the transport and recycling of the USTs assuming that they are constructed of steel or for the transport and disposal of the USTs if they are constructed of fiberglass reinforced plastic (FRP). If the USTs are constructed of steel, the USTs will be transported off-site for recycling. If the USTs are constructed of FRP, the USTs will be crushed within a roll-off box on-site and transported off-site for disposal at the Raleigh County landfill.

All soils excavated during UST removal activities will be field screened for the presence of volatile organic compounds (VOCs) using a PID in accordance with WVDEP guidance. Grab soil samples will be collected from the stockpile, beneath the UST, along each side wall, and along the product piping for the purposes of field screening for VOCs. Upon completion of screening activities, grab samples exhibiting the highest VOC readings will be transferred to the appropriate sample bottles and submitted for laboratory analysis. For the purposes of this proposal, KEMRON assumes that soil samples collected from the excavated soil will exhibit acceptable field screening results. However, tasks such as removal of impacted soils, laboratory analysis of additional soil samples and transportation/disposal of soil are not included as part of this work scope and will be billed as out-of-scope tasks.

1.2 *Confirmatory Soil Sampling*

Immediately following excavation and removal of each UST, soil samples will be collected from the following locations, if applicable, to be field screened for the presence of VOCs:

- Beneath each UST within the two (2) excavations;
- From each side wall of each UST excavation; and
- Every 15 feet along product piping.

The above-referenced samples will be field screened for the presence of VOCs using a PID. Based on the readings obtained, the following samples will be submitted for laboratory analysis:

- One (1) sample every 15 feet along the product piping trench (three (3) samples); and
- 10 samples from the two (2) UST cavities (eight (8) wall samples and two (2) bottom samples).

KEMRON understands that the UST system to be removed consists of two (2) USTs in separate basins with product piping. Therefore, KEMRON anticipates 13 total confirmatory soil samples. If additional components exist and subsequently require additional sampling effort, this work will be billed as an out-of-scope task at the unit rates provided in **Attachment 1**.

KEMRON assumes that groundwater will not be encountered during UST removal activities. Should groundwater be encountered during activities, groundwater evacuation and sampling will be billed as out-of-scope tasks. If encountered, groundwater samples collected during UST removal activities will be analyzed for BTEX and MTBE by EPA Method 8260 and TPH-GRO/DRO by EPA Method 8015B.

2.0 **Business Terms and Conditions**

2.1 *Time and Cost*

We propose to initiate the proposed work within one (1) week of receipt of formal authorization to proceed. If conditions encountered in the field require a scope change increasing project duration or cost, KEMRON will promptly inform you and receive your authorization before proceeding. If the USTs are of steel construction, it is expected that the services outlined above can be accomplished for an **ESTIMATED COST OF \$10,758.69**. If the USTs are of FRP construction, it is expected that the services outlined above can be accomplished for an **ESTIMATED COST OF \$12,506.69**. Only those costs incurred will be charged, but they will not exceed the ESTIMATED COST without prior approval. To avoid misunderstanding, it should be emphasized that this ESTIMATED COST is a budget estimate based on present knowledge of the assignment, which is believed sufficient to cover services herein described. Estimated costs are outlined in **Attachment 1**.

2.2 *Terms and Conditions*

We propose to undertake this work in accordance with our Services Agreement, enclosed with this proposal and incorporated by reference (**Attachment 2**). Additionally, the contents of this proposal have been submitted in confidence and represent trade secrets and/or privileged, confidential or financial information. The technical and financial contents of this proposal shall be used only for evaluation purposes and shall not be disclosed to third parties.

We look forward to assisting you with this project. You may authorize us to proceed by completing and returning a copy of the attached Services Agreement (fax copy acceptable) or issuing a Purchase Order. If you have any questions or would like to discuss this proposal, please feel free to contact me. KEMRON sincerely appreciates the opportunity to provide these services to you.

Sincerely,
KEMRON Environmental Services, Inc.



Abdo D. Chaber
Project Manager

Attachments

Disclosure Statement:

This proposal includes data that shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the Client shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Client’s right to use information contained in this proposal if it is obtained from another source without restriction.

ATTACHMENT 1

Estimated Costs

COST ESTIMATE
UST CLOSURE OVERSIGHT - STEEL USTs
JACKIE WITHROW HOSPITAL
BECKLEY, WEST VIRGINIA

HEALTH AND SAFETY PLAN PREPARATION

DESCRIPTION	QUANTITY	UNITS	RATE	MULTIPLIER	TOTAL
Senior Project Manager	0.5	Hrs	\$135.00		\$67.50
Scientist III	2	Hrs	\$75.00		\$150.00
Senior Word Processor	0.5	Hrs	\$50.00		<u>\$25.00</u>
				SUBTOTAL	\$242.50

UST CLOSURE (Regulatory Coordination, Closure Sampling/Analysis)

DESCRIPTION	QUANTITY	UNITS	RATE	MULTIPLIER	TOTAL
Project Manager II	10	Hrs	\$90.00		\$900.00
Senior Word Processor	1	Hrs	\$50.00		\$50.00
PID	1	Day	\$100.00		\$100.00
Equipment Operator	16	Hrs	\$56.25		\$900.00
Mileage	180	Miles	\$0.55		\$99.00
Per Diem	2	LS	\$150.00	1.15	\$345.00
Expenses	1	LS	\$250.00		\$250.00
Bond Cost (Bid & P&P)	1	LS	\$31.25	1.15	\$35.94
Subcontractors					
Laboratory Analysis (BTEX/MTBE/TPH-GRO/DRO)	13	LS	\$130.00	1.15	\$1,943.50
Excavator	1	LS	\$735.00	1.15	\$845.25
Backfill **	53	Ton	\$21.00	1.15	\$1,279.95
UST Vent/Cut/Clean/Transport/Dispose (Eco-First)	1	LS	\$3,487.00	1.15	<u>\$4,010.05</u>
				SUBTOTAL	\$10,758.69

TOTAL ESTIMATED COST \$10,758.69

** - Assumes 53 tons of backfill

COST ESTIMATE
UST CLOSURE OVERSIGHT - FIBERGLASS USTs
JACKIE WITHROW HOSPITAL
BECKLEY, WEST VIRGINIA

HEALTH AND SAFETY PLAN PREPARATION

DESCRIPTION	QUANTITY	UNITS	RATE	MULTIPLIER	TOTAL
Senior Project Manager	0.5	Hrs	\$135.00		\$67.50
Scientist III	2	Hrs	\$75.00		\$150.00
Senior Word Processor	0.5	Hrs	\$50.00		<u>\$25.00</u>
				SUBTOTAL	\$242.50

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PID	1	Day	\$100.00		\$100.00
Equipment Operator	16	Hrs	\$56.25		\$900.00
Mileage	180	Miles	\$0.55		\$99.00
Per Diem	2	LS	\$150.00	1.15	\$345.00
Expenses	1	LS	\$250.00		\$250.00
Bond Cost (Bid & P&P)	1	LS	\$31.25	1.15	\$35.94
Subcontractors					
Laboratory Analysis (BTEX/MTBE/TPH-GRO/DRO)	13	LS	\$130.00	1.15	\$1,943.50
Excavator	1	LS	\$735.00	1.15	\$845.25
Backfill **	53	Ton	\$21.00	1.15	\$1,279.95
UST Vent/Cut/Clean/Transport/Dispose (Eco-First)	1	LS	\$5,007.00	1.15	<u>\$5,758.05</u>
				SUBTOTAL	\$12,506.69

TOTAL ESTIMATED COST \$12,506.69

** - Assumes 53 tons of backfill

ATTACHMENT 2

Services Agreement



SERVICES AGREEMENT

Agreement No.	Date of Agreement
15-CL-9015	
Amendment No.	Date of Amendment
Project No.	
<i>The above Agreement No., Amendment No., and Project No. and KEMRON tax identification no. 11-2393978 must appear on all invoices, packing lists, cartons and correspondence related to this agreement.</i>	

KEMRON ENVIRONMENTAL SERVICES, INC.				OWNER			
KEMRON Environmental Services, Inc.				Department of Administration, Purchasing Division			
Company Name				Company Name			
108 Craddock Way, Suite 5				2019 Washington Street East			
Address				Address			
Poca	WV	25159		Charleston	WV	25305	
City	State	Zip		City	State	Zip	
Attention / Contact:		Abdo D. Chaber		Attention / Contact:			
Tel.	304-755-0999	Fax	304-755-0990	Tel.		Fax	
Email	achaber@kemron.com	Tax ID #	11-2393978	Email		Tax ID #	

SCOPE OF SERVICES

UST Closure Oversight at the Jackie Withrow Hospital in Beckley, WV

AGREEMENT PRICE AND PAYMENT TERMS

\$12,506.69 as proposal and standard terms and conditions

SPECIAL STIPULATIONS

Total cost of \$10,758.69 if the USTs are steel.

The attached Standard Terms and Conditions and all other exhibits, addenda and attachments referenced above are an integral part of this Agreement. By signing below, the undersigned agree to be bound by all of the terms and conditions set forth or identified on this page (including the Standard Terms and Conditions and any other exhibits, addenda or attachments referenced herein and therein, all of which are hereby expressly incorporated herein).

KEMRON Authorized Signature		Name (printed)		Title		Date Signed	
Owner Authorized Signature		Name (printed)		Title		Date Signed	

The following is for KEMRON internal use only and is not part of the Agreement

PERIOD OF PERFORMANCE (START AND COMPLETION)	CUSTOMER ACCOUNT NO.	VENDOR NO.	PAYMENT TERMS	CERTIFIED FOR NATIONAL DEFENSE
				Not Rated

**STANDARD TERMS AND CONDITIONS
TO SERVICES AGREEMENT**

ARTICLE 1.0 DEFINITIONS

As used in the Agreement, the following terms shall have the following meanings:

“Agreement” or “Services Agreement” means the Services Agreement to which these Standard Terms and conditions are attached and incorporated, together with all exhibits, addenda and other attachments expressly referenced and incorporated therein.

“Owner” means the party identified as such on the Master Control Sheet.

“KEMRON” means KEMRON Environmental Services, Inc.

“Owner” means the party identified as “Owner” on the Master Control Sheet.

“Work” means the services and work described in “Scope of Work” on the Master Control Sheet, including any exhibits, addenda and other attachments referenced therein.

“Master Control Sheet” means the first page of the Services Agreement, at the base of which is printed “MASTER CONTROL SHEET.”

“including” means including, without limitation.

ARTICLE 2.0 ADDITIONAL PAYMENT TERMS

KEMRON will submit to Owner a documented payment request consistent with the terms of this Agreement covering progress on the Work during the payment period in question. Owner will pay KEMRON the invoice amount less any retainage specified in this Agreement within 15 days following receipt of invoice from KEMRON. Owner further agrees to pay KEMRON in accordance with the provisions regarding Agreement Price and Payment Terms set forth on the Master Control Sheet, including any exhibits, addenda and other attachments referenced therein. Invoices not paid when due are subject to interest at the rate of 1 1/2% per month or portion thereof until paid. Owner shall be responsible for all attorneys’ fees incurred by KEMRON to collect unpaid invoices.

ARTICLE 3.0 OBLIGATIONS OF KEMRON

3.1 Independent Contractor

In performing the Work, KEMRON shall operate as an independent contractor and not as an agent or employee of Owner.

3.2 Liens or Claims

KEMRON will promptly pay for all services, labor, materials, and equipment used or employed in providing the Work and will maintain the materials, equipment, premises, and other subject matter hereof free and clear of mechanics or materialmens liens.

3.3 Insurance

KEMRON shall maintain, at its own expense, workers’ compensation insurance required by law or regulation and comprehensive general liability insurance and automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for each type of coverage.

3.4 Permits, Licenses, Laws and Regulations

KEMRON shall obtain and pay for all required permits and licenses and shall use reasonable efforts to comply with all applicable codes, standards, laws, ordinances, rules and regulations in effect during the {00118132: v:}

term of this Agreement including those regarding tax, the environment, labor, equal employment opportunity and affirmative action.

3.5 Access to Records

KEMRON will maintain reasonable accounting records to substantiate all invoiced amounts (including unit price quantities and cost reimbursable amounts), and shall make those records available for examination by Owner while this Agreement is in effect and for a period of three years after KEMRON’s final payment.

3.6 Suspension of Work

KEMRON shall suspend and resume Work upon written notice from Owner to do so. After resumption of Work, the parties will agree to an appropriate extension of time and additional compensation where appropriate.

3.7 Warranties, Consequential Damages

KEMRON warrants that the standard of care applicable to Work hereunder will be the degree of skill and diligence applicable to customary industry practices. This warranty shall continue in effect for one year from the date of Substantial Completion. Substantial Completion of the Work, or a designated portion of it, occurs on the date when KEMRON notifies Owner in writing that substantially all of the objectives and requirements of this Agreement have been met. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, KEMRON MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH REGARD TO THE WORK OR ANY SERVICES PROVIDED HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL KEMRON BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES OR LOST PROFITS OF ANY NATURE OR KIND, WHETHER UNDER CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER KEMRON WAS ADVISED OF SPECIAL CIRCUMSTANCES OR THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

3.8 Confidentiality

KEMRON shall strictly maintain the confidentiality of, shall not copy, reproduce, use or disclose except for the purpose of this Agreement, and shall return to Owner at the termination of this Agreement any and all drawings, specifications, calculations, field notes, pricing information and estimates and the related business data, information or workproduct (not rightfully generally known to the public) disclosed to, acquired by or developed by KEMRON in connection with this Agreement.

ARTICLE 4.0 DIFFERING SITE CONDITIONS

KEMRON will promptly, and if reasonably feasible before such conditions are disturbed, notify Owner in writing of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this Agreement; or (b) physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in the Work. If previously unidentified hazardous wastes or conditions are encountered, KEMRON shall stop work as soon as practicable and notify Owner. If the conditions do materially differ and cause an increase in KEMRON’s cost of, or the time required for, performing any part of the Work, Owner will make an equitable adjustment in compensation payable to KEMRON.

ARTICLE 5.0 CHANGES, DELAYS, TERMINATION

5.1 Changes

Owner may, at any time, direct in writing any additions, deletions, or changes to all or part of the Work to be performed. If any such change causes an increase in the cost or in the time required to perform such Work, KEMRON shall submit detailed information substantiating such claims, and an equitable adjustment shall be made to the price or time of performance or any combination thereof, and the Agreement shall be modified accordingly. KEMRON shall not be required to perform any additional change Work until the parties agree in writing to the compensation to be paid therefore.

5.2 Delay

If KEMRON is delayed in the completion of Work, the compensation or performance schedule of KEMRON shall be reasonably adjusted to compensate KEMRON for any additional cost.

5.3 Termination

Either party may by written notice terminate the whole or any part of this Agreement if the other party (the "Breaching Party") fails to perform any of the provisions of this Agreement and does not cure the failure to the non-Breaching Party's reasonable satisfaction within seven days after receipt of notice from the non-Breaching Party.

ARTICLE 6.0 INDEMNIFICATION

6.1 Indemnification by KEMRON

KEMRON shall indemnify Owner and its officers, directors, subsidiaries, affiliates, agents and employees ("Indemnified Persons") from any and all claims, lawsuits damages, losses, costs, and expenses, including litigation expenses and attorneys' fees, suffered or incurred by Indemnified Persons and attributable to, caused by, arising out of or resulting from, the gross negligence or willful misconduct of KEMRON or any of KEMRON's agents or employees, in performing or failing to perform any of the Work.

6.2 Indemnification by Owner

Owner shall indemnify KEMRON and its officers, directors, subsidiaries, affiliates, agents, employees, subcontractors and consultants ("Indemnified KEMRON Persons") from any and all claims, lawsuits damages, losses, costs, and expenses, including litigation expenses and attorneys' fees, suffered or incurred by the Indemnified KEMRON Persons and attributable to, caused by, arising out of or resulting from, or alleged to be attributable to or caused by or to have arisen out of or resulted from any subject matter or thing whatsoever other than any subject matter or thing for which KEMRON is obligated to indemnify Indemnified Persons pursuant to Section 6.1 above. Without limiting the generality of the foregoing, wherever and whenever hazardous or potentially hazardous materials are present, Owner shall indemnify the Indemnified KEMRON Persons from any and all claims, lawsuits, damages, losses, costs, and expenses, including litigation expenses and attorneys' fees, suffered or incurred by the Indemnified KEMRON Persons and attributable to, caused by, arising out of or resulting from, or alleged to be attributable to or caused by or to have arisen out of or resulted from such materials. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, breach of warranty or contract, or strict liability of KEMRON. Without further limiting the generality of the foregoing, the above indemnification provision extends to claims against KEMRON which arise out of, are related to, or are based upon the actual or threatened dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the surface or subsurface (i) soil, (ii) water or watercourses, (iii) objects, or (iv) any tangible or intangible matter, whether sudden or not. Such indemnification shall

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not, however, apply to claims, damages, losses or expenses which are finally determined to result from the gross negligence or willful misconduct of KEMRON in discharging its obligations under this Agreement.

6.3 Survival

The indemnification provisions set forth in this Section 6 shall survive the termination of this Agreement for any reason whatsoever.

ARTICLE 7.0 UNFORESEEN OCCURRENCES

KEMRON shall not be responsible for any costs, damages or losses resulting from (i) unforeseen occurrences or circumstances that were beyond the reasonable control of KEMRON or that were acts of God; (ii) unforeseen conditions or defective, inaccurate, or inadequate plans, specifications, delineations, directions, instructions, orders, mandates, scope of Work descriptions, site conditions descriptions, drawings or verbal communications provided by the Owner or any person other than KEMRON; or (iii) discoveries or events or conditions that exist or occur and could not be reasonably anticipated due to limitations of the scope of the work or of the opportunity to do due diligence, or due to any other circumstances not attributable to the gross negligence or willful misconduct of KEMRON.

ARTICLE 8.0 GENERAL PROVISIONS

8.1 Authorized Representatives

Each party shall designate an authorized representative through whom all communications will be conducted, except in emergency. Owner's representative is authorized to act on its behalf with respect to the Work. All communications between KEMRON and Owner (except in emergency situations) will be through the authorized representatives.

8.2 Subcontracting and Assignment

KEMRON may subcontract any portion of the Work or assign any of the duties or rights or any claim relating to this Agreement without Owner's prior written consent, provided KEMRON shall not be released from responsibility or liability therefor without the written consent of Owner. This Agreement shall be binding on the heirs, successors and permitted assigns of the parties.

8.3 No Waiver

No course of dealing between the parties hereto nor any failure by any party at any time, or from time to time, to enforce any term or condition of this Agreement shall constitute a waiver of such term or condition, nor shall such course of dealing or failure affect such term or condition in any way or the right of any party at any time to avail itself of such remedies as it may have for any breach of such term or condition

8.4 Severability

If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8.4 Governing Law

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

8.5 Dispute Resolution

Disputes involving this Agreement shall be resolved by binding arbitration in Atlanta, Georgia, before a mutually acceptable arbitrator. If the parties are unable to agree on a single arbitrator, each party shall

appoint one arbitrator, and the appointed arbitrators shall select a third arbitrator who shall serve as chairperson of the arbitration panel. Rules comparable to the Construction Industry Arbitration Rules of the American Arbitration Association shall govern the proceedings, provided that failure of the arbitrator(s) to comply with the American Arbitration Association rules shall not invalidate the final decision by the arbitrator(s). The final decision of the arbitrator(s) shall be conclusive and binding and a judgment thereon may be entered in any court having jurisdiction.

8.6 Entire Agreement

This Agreement is the entire agreement of the parties with regard to the subject matter hereof and supersedes all prior agreements and may be changed only by a written change order signed by both parties. This Agreement is effective upon execution by both parties.

8.7 Miscellaneous

This Agreement may be amended or modified only by a written instrument signed by all of the parties. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if the unenforceable or invalid provision were omitted. Failure or delay of either party to insist upon compliance with any provision hereof will not operate and is not to be construed as a waiver or amendment of the provision or the right of the aggrieved party to insist upon compliance with the provision or to take remedial steps to recover damages or other relief for noncompliance. A waiver of a breach of any provision of this Agreement must be in writing and shall not waive any subsequent breach. Similarly, the restrictions created by this Agreement may be waived in writing by the parties hereto, but any such waiver shall be limited to the terms thereof and shall not constitute a waiver of any other restrictions or rights created hereby. If any action at law or in equity by KEMRON is necessary to enforce the terms of this Agreement, then if KEMRON is the prevailing party, KEMRON shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. The captions set forth herein are for convenience of reference only and shall not be used in interpreting this Agreement. When used herein, if required by the context, the masculine, feminine, or neuter gender shall include the other two genders, and the singular shall include the plural and vice versa. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and the counterparts together shall constitute but one and the same agreement, which shall be sufficiently evidenced by any one of the original counterparts. KEMRON's remedies hereunder shall be cumulative and in addition to any remedies available at law or in equity.

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV030188

Classification:

GENERAL ENGINEERING
SPECIALTY

KEMRON ENVIRONMENTAL SERVICES INC
DBA KEMRON ENVIRONMENTAL SERVICES INC
108 CRADDOCK WAY STE 5
POCA, WV 25159

Date Issued

SEPTEMBER 08, 2014

Expiration Date

SEPTEMBER 08, 2015

Christoph J. Smith

Authorized Company Signature

Michael A. Carl

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.

