



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: 96715

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: VS0000009155

SO Doc ID: DEP1600000047

Legal Name: Enercon Services, Inc.

Published Date: 3/1/16

Alias/DBA: ENERCON

Close Date: 3/24/16

Total Bid: \$52,500.00

Close Time: 13:30

Response Date: 03/24/2016

Status: Closed

Response Time: 10:58

Solicitation Description: Addendum 02 Open-end Environmental Risk Assessment

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 : 96715

Solicitation Description : Addendum 02 Open-end Environmental Risk Assessment

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2016-03-24 13:30:00	SR 0313 ESR03241600000004432	1

VENDOR

VS0000009155

Enercon Services, Inc.

ENERCON

FOR INFORMATION CONTACT THE BUYER

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Risk or hazard assessment	700.00000	HOUR	\$75.000000	\$52,500.00

Comm Code	Manufacturer	Specification	Model #
77101501			

Extended Description : Environmental Risk Assessor



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

State of West Virginia
 Request for Quotation
 10 – Consulting

Proc Folder: 96715

Doc Description: Addendum 02 Open-end Environmental Risk Assessment

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-01	2016-03-24 13:30:00	CRFQ 0313 DEP1600000047	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Enercon Services, Inc. (ENERCON)
 1501 Ardmore Boulevard, Suite 200
 724-733-8711
 Contract Manager: Gerald Williams (gwilliams@enercon.com)
 Telephone No.: 724-733-8711 x225 Fax No.: 724-733-4630

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 73-1176079

DATE 3/23/2016

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

ADDITIONAL INFORMATION:**Addendum No. 02**

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

- To correct the buyer contact error. The Buyer contact should be:
Beth A. Collins, Senior Buyer at 304-558-2157 email: beth.a.collins@wv.gov
The bid opening date will remain March 24, 2016 at 1:30 PM, EST.

No other changes.

Addendum No. 01

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

- To publish answers to vendor submitted questions.
The bid opening date will not change and will remain as March 24, 2016 at 1:30 PM, EST
No other changes.

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Risk or hazard assessment	700.00000	HOUR	\$75/hour	\$52,500

Comm Code	Manufacturer	Specification	Model #
77101501			

Extended Description :
Environmental Risk Assessor

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Question Deadline at 5:00 PM, EST	2016-03-04

**EXPRESSION OF INTEREST FOR
OPEN-END ENVIRONMENTAL RISK ASSESSMENT SERVICES
STATE OF WEST VIRGINIA
RFQ NO. DEP1600000047**

1.0 PURPOSE AND SCOPE

Enercon Services, Inc. (ENERCON) proposes to provide consulting services in response to the open-end Environmental Risk Assessment Request For Quotation (RFQ) No. DEP1600000047 from the State of West Virginia Purchasing Department on behalf of the West Virginia Department of Environmental Protection (WVDEP). The scope of the project will require that an Environmental Risk Assessor determine the ecological and human health risks that may be associated with projects in the WVDEP Remediation and Redevelopment Program.

2.0 BACKGROUND

The WVDEP Division of Land Restoration, Office of Environmental Remediation (OER) oversees the Voluntary Remediation and Redevelopment (VRRP) and Brownfield Programs. Within these programs, human health and ecological risks are assessed by use of one or more levels of evaluation in order to determine suitability of these sites for reuse and the need for applying controls to mitigate remaining site risks. The primary responsibility for providing an accurate assessment of site risks resides with the Licensed Remediation Specialist (LRS), who is retained by the property owner or interested party to oversee the site evaluation. In addition, an agency risk assessor is often consulted during the early stages of a site investigation to assist in developing a preliminary conceptual site model supported by an appropriate sampling and analysis plan. Currently, risk assessments are most often evaluated by agency toxicologists but the agency may experience a temporary need for additional capacity in order to meet required review deadlines for risk assessment and related documents.

Work will be ordered by issuance of a Work Directive. The Work Directive will contain the location of the project site, the specific problem, the work to be performed, and the time frame during which the work must be completed. The Work Directive may contain work directives for more than one site if the sites are in close proximity of each other.

Provided there is no conflict of interest in review of a specific project, the Work Directive shall be awarded in the following manner:

The Work Directive award will go to the first lowest successful vendor. If the vendor accepts the Work Directive, a work plan and cost proposal will be required from the vendor as specified in the work directive. The vendor will have five (5) working days to accept or refuse the project. If the vendor refuses the Work Directive, it will be offered to the second lowest successful vendor and so on.

The vendor's submitted work plan and cost estimate, containing the quantity estimates, shall be in accordance with the unit prices provided in the response to this RFQ. If the work plan and cost estimate are approved, the WVDEP will issue a Notice to Proceed which will specify the cost of the project and the starting and ending dates. The vendor shall not begin work until a signed Notice to Proceed has been issued by the WVDEP.

The Vendor shall have access to private and confidential data maintained by the Agency to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract. Documents will be sent to the vendor through a secured server. Failure to maintain confidentiality will result in cancellation of contract. The Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

3.0 EXPERIENCE AND QUALIFICATIONS

ENERCON is proposing to use Ms. Donna Wilson, CIH, CSP to serve the role as Environmental Risk Assessor. Ms. Donna Wilson's resume, certifications, and diplomas are attached which detail her education and experience as required by the RFQ. Also attached is a typical Health and Safety Plan (HASP) which contains a risk assessment review which demonstrates Ms. Wilson's professional experience as required in the RFQ. Ms. Wilson's career has been dedicated to the health and safety of the public, environment, and co-workers on numerous remediation projects. During her career she has worked for environmental consulting firms that have participated in remediation of sites impacted by chemical and radiological constituents of concern (COCs). She has prepared numerous health and safety plans for the remediation of these COCs for contractors and environmental consultants who participate in the remediation process to assess the risk and determine the administrative controls, engineering measures, and personnel protective equipment (PPE) necessary to safeguard the health and safety of the various stakeholders.

One example project is the Big John's Salvage – Hoult Road Superfund Site. The 38-acre Big John's site, located near the east bank of the Monongahela River in Fairmont, was designated a Superfund site in 2000, making it eligible for federal cleanup funds. The site became contaminated with hazardous wastes from decades of industrial activity.

Between 1932 and 1973, the site was owned by a predecessor of Vertellus Specialities, including the Reilly Tar and Chemical Corp., which operated a tar processing and refining facility. Domestic Coke, a predecessor of ExxonMobil operated a coke production plant adjacent to the Big John's site and sold and delivered crude coal tar to the Reilly facility for refining. From 1973 to 1984, Big John Salvage owned the property, and operated a metal, glass, and oil salvaging operation. During this period, Big John's accepted hazardous waste materials from Westinghouse Electric Co., a predecessor of CBS Corp., including mercury-containing fluorescent light bulbs, lead dust and mercury-tainted waste oil.

Ms. Wilson served as the health and safety officer for the Removal Action associated with the hazardous waste materials from Westinghouse Electric Co. The hazardous waste (glass cullet and other debris) was remediated and loaded into trucks for treatment and subsequent disposal.

4.0 FEE SCHEDULE

ENERCON proposes to provide Ms. Wilson's consulting services at \$75/hour.

5.0 ASSUMPTIONS

1. There will be no on-site investigation activities. The risk assessment will consist of reviewing available information on the subject sites.

ENERCON appreciates the opportunity to present this proposal to provide our professional consulting services to the WVDEP. If you have any questions regarding the proposal or require further information, please contact me at 724.733.8711 extension 225 or via email at gwilliams@enercon.com.

Sincerely,



Gerald E. Williams, P.E.
Office Manager
1501 Ardmore Blvd, Suite 200
Pittsburgh PA, 15221

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Enercon Services, Inc. (ENERCON)

Authorized Signature: *[Handwritten Signature]* Date: March 22, 2016

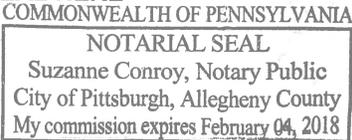
State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 22 day of March, 2016

My Commission expires February 4, 2018.

AFFIX SEAL HERE



NOTARY PUBLIC

[Handwritten Signature]
Purchasing Affidavit (Revised 07/01/2012)

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on contract award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

18. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source; verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Enercon Services, Inc. (ENERCON)
(Company)

 Gerald E. Williams (Office Manager)
(Authorized Signature) (Representative Name, Title)

724-733-8711 x225 724-733-4630 3/23/3016
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Enercon Services, Inc.
Company

Authorized Signature

3/23/2016
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
Environmental Risk Assessor

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection to establish an open-end contract for an Environmental Risk Assessor to determine ecological and human health risks that may be associated with projects in the WVDEP Voluntary Remediation and Redevelopment Program.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“WVDEP”** means the West Virginia Department of Environmental Protection.
 - 2.5 **“VRRP”** means the Voluntary Remediation and Redevelopment program.
 - 2.6 **“OER”** means the Office of Environmental Remediation.
 - 2.7 **“LRS”** means Licensed Remediation Specialist.
 - 2.8 **Environmental Risk Assessor means:** a person who evaluates the exposure of human and ecological receptors to contaminants in environmental media (i.e. soil, groundwater, air, sediments and surface water) and determines the likelihood that such exposure would result in an adverse impact to the health of the receptor.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below. Contracts will be awarded to all vendors who submit a bid and meet or exceed the mandatory requirements.

REQUEST FOR QUOTATION
Environmental Risk Assessor

3.1.1 Environmental Risk Assessor:

3.1.1.1 Background: The WVDEP Division of Land Restoration, Office of Environmental Remediation (OER) oversees the Voluntary Remediation and Redevelopment (VRRP) and Brownfield Programs.

Within these programs, human health and ecological risks are assessed by use of one or more levels of evaluation in order to determine suitability of these sites for reuse and the need for applying controls to mitigate remaining site risks.

The primary responsibility for providing an accurate assessment of site risks resides with the Licensed Remediation Specialist (LRS), who is retained by the property owner or interested party to oversee the site evaluation.

In addition, an agency risk assessor is often consulted during the early stages of a site investigation to assist in developing a preliminary conceptual site model supported by an appropriate sampling and analysis plan.

Currently, risk assessments are most often evaluated by agency toxicologists but the agency may experience a temporary need for additional capacity in order to meet required review deadlines for risk assessment and related documents.

3.1.1.2 Work Directives: Work will be ordered by issuance of a Work Directive. The Work Directive will contain the location of the project site, the specific problem, the work to be performed, and the time frame during which the work must be completed.

The Work Directive may contain work directives for more than one site if the sites are in close proximity of each other.

Provided there is no conflict of interest in review of a specific project, the Work Directive shall be awarded in the following manner:

3.1.1.2.1 The Work Directive award will go to the first lowest successful vendor.

REQUEST FOR QUOTATION
Environmental Risk Assessor

- 3.1.1.2.2 If the vendor accepts the Work Directive, a work plan and cost proposal will be required from the vendor as specified in the work directive. The vendor will have five (5) working days to accept or refuse the project.
- 3.1.1.2.3 If the vendor refuses the Work Directive, it will be offered to the second lowest successful vendor and so on.
- 3.1.1.2.4 The vendor's submitted work plan and cost estimate, containing the quantity estimates, shall be in accordance with the unit prices provided in the response to this RFQ. If the work plan and cost estimate are approved, the WVDEP will issue a Notice to Proceed which will specify the cost of the project and the starting and ending dates.
- 3.1.1.2.5 The vendor shall not begin work until a signed Notice to Proceed has been issued by the WVDEP.

3.1.1.3 Environmental Risk Assessor Information :

At the discretion of the vendor, an employee of the vendor with knowledge in the applicable disciplines of toxicology, statistics, biology, and chemistry may conduct the review. The final report however, must be prepared by, or under the direction of, an Environmental Risk Assessor possessing qualification as listed below.

The Environmental Risk Assessor must possess the following qualifications:

- A doctoral degree in a relevant field of study from an accredited university and a minimum of three years of relevant professional experience; or
- Or a Master's of Science degree in a relevant field of study from an accredited university and a minimum of five years of relevant professional experience.
- Relevant professional experience must consist of work related directly to risk assessment, risk characterization and risk management activities, including at least one year performed at the supervisory or project manager level.

REQUEST FOR QUOTATION
Environmental Risk Assessor

Vendors must submit a current resume of pertinent education and work experience of the qualified individual, including proof of educational qualifications. Failure to submit this required information within 48 hours upon request will result in rejection of the bid. A resume showing work experience and education and a copy of a diploma shall satisfy this submittal requirement. Official transcripts are not required. An example risk assessment report or a risk assessment review prepared by the vendor demonstration evidence of relevant professional experience must also be provided. Submission of the sample document(s) may be in electronic format.

The WVDEP reserves the right to request and approve the credentials of any person assigned to perform work under this contract.

3.1.1.4 Record Retention:

The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at the Vendor's location during normal business hours, 8:00AM to 5:00PM upon written request by the Agency within 10 calendar days after receipt of the request.

3.1.1.5 Confidentiality: The Vendor shall have access to private and confidential data maintained by the Agency to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract.

Documents will be sent to the vendor through a secured server. Failure to maintain confidentiality will result in cancellation of contract.

The Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

REQUEST FOR QUOTATION
Environmental Risk Assessor

3.1.1.6 Testimony: Should the Agency request additional assistance from the contractor for testimony in any state or federal court or before any board or other administrative body associated with a document prepared under this agreement, such assistance shall be considered to be within the scope of work for this contract and thus billed at the same hourly rate as the rest of the items in this contract.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract will be awarded to two (2) vendors. Vendors must provide resumes for verification of qualifications with their bid. Selection is based on rank order. However, if the vendor has a conflict of interest on the job, the next vendor will be selected to avoid the conflict of interest.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by bidding on the price per hour. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume of each item represents the approximate volume of anticipated purchases only. No future use of the Contract of any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address.

5 Ordering Procedure:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION
Environmental Risk Assessor

5.2.1 Invoice: 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 contacted to provide Risk Assessor services on an “as needed” basis only. The vendor will invoice WVDEP on a monthly basis. All invoices must be accompanied by a sworn statement detailing actual hours worked.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 1 working day after orders are received. Vendor shall deliver emergency orders within 4 hours after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency’s location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor’s expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency’s location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency’s discretion.

REQUEST FOR QUOTATION
Environmental Risk Assessor

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
Environmental Risk Assessor

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Gerald Williams
Telephone Number: 724-733-8711 x 225
Fax Number: 724-733-4630
Email Address: gwilliams@enercon.com



Donna L. Wilson, CIH, CSP

Experience Summary

- Over 25 years of experience and in-depth knowledge of industrial hygiene, construction health and safety, and radiation safety issues
- Experience in indoor air quality, air pollution control requirements, and air toxic regulations
- Experience in performing risk assessments using U.S. Environmental Protection Agency models and has assessed health hazards resulting from exposure to chemical agents, physical agents, and airborne toxins
- Experience in evaluating compliance with Occupational Safety and Health Administration (OSHA); Nuclear Regulatory Commission (NRC); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); Superfund Amendments and Reauthorization Act (SARA); Resource Conservation and Recovery Act (RCRA); Clean Air Act (CAA); Toxic Substance Control Act; and underground storage tank (UST) regulations and in performing environmental assessments and compliance audits
- Project-specific experience at construction sites with excavation of contaminated soils, removal/demolition of contaminated and/or asbestos impacted buildings, rigging/handling of impacted structures for removal/disposal

Relevant Project Experience

Ms. Wilson is a Certified Industrial Hygienist (CIH) and has provided on-site health and safety management for projects involving hazardous wastes, radioactive materials and wastes, mixed wastes, asbestos, and lead. She has prepared and implemented health and safety plans for hazardous waste site operations, general construction activities, radiation hazard areas, and industrial operations. Ms. Wilson has also developed and implemented health and safety programs for operations involving radioactive materials and wastes including mixed wastes.

Ms. Wilson has performed indoor air quality evaluations for chemical, physical, and biological agents in industrial, commercial, and residential situations. She has planned and directed industrial hygiene projects such as air monitoring, noise monitoring ergonomic studies, and hazards analysis and has evaluated health and safety programs for a variety of construction industries and operations. Ms. Wilson's conducted industrial auditing and compliance determinations and evaluated and selected personal protective equipment for use in unusual environments including high concentrations and chemical mixtures. Ms. Wilson has also designed and conducted training courses including OSHA 40-hour hazardous waste operations and emergency response, hazard communication, management of hazardous materials and wastes, polychlorinated biphenyl handling, asbestos awareness and handling, quality assurance (QA) techniques, instrumentation operations, field and laboratory radiation safety, and lead awareness and handling.

Westinghouse Electric Company (September 2010 to January 2012) Madison, PA

Work performed for this assignment involved direct day-to-day supervision for field activities for a period of 17 months. Details of the field assignment/supervision are provided below.

Ms. Wilson's operations involved removal of the vapor shell containment surrounding a test reactor subsequent to the removal of the reactor itself. Asbestos and lead-based paints were additional contaminants associated with the removal of the steel vapor shell and exterior asbestos transite panels and insulation.

Ms. Wilson had coordination of health and safety between multiple contractors and their workers. Her work included oversight of rigging and lowering of materials to the ground from elevations exceeding 75 feet. She maintained control of safety issues associated with various agencies such as OSHA, EPA, and PaDEP.

- Ms. Wilson coordinated health, safety, training, medical monitoring, and workplace exposure monitoring with onsite personnel.
- Staff size varied depending on operations, 1 project manager, 1 radiation safety supervisor, 1-3 project coordinators, 1 foreman, and 3-10 workers.
- She prepared and implemented specific safety plans and training for operations.
- She prepared, reviewed, and implemented onsite health and safety programs.
- Ms. Wilson trained site personnel in confined space entry and hazardous materials operations. She was also responsible for confined space air monitoring.
- She reviewed and managed site health, safety, and environmental data.
- She prepared and implemented emergency response plans.
- Ms. Wilson maintained OSHA 300 log and backup materials.

Ashtabula Closure Project (March 2005 to April 2006) Ashtabula, OH

Work performed for this assignment involved direct day-to-day supervision for field activities for a period of 13 months. Details of the field assignment/supervision are provided below.

Ms. Wilson's operations involved removal of contaminated soils and building foundations from a closed uranium extrusion plant. Work included excavation at depths up to approximately 25 feet, loading, and packaging of soils and other sub-surface materials. Materials included mixed wastes, uranium contaminated soils and concrete, and excavation of materials from a waste management unit for trichloroethylene wastes. All materials removed from the site were shipped for off-site disposal at appropriate treatment, storage, and disposal facilities. Multiple regulatory agencies were involved in this operation including the Ohio Department of Health, the Nuclear Regulatory Agency, the Ohio Environmental Protection Agency, and the US Environmental Protection Agency.

Donna L. Wilson, CIH, CSP

Enercon Services, Inc.

Page 3 of 6

- Ms. Wilson coordinated health, safety, dosimetry, exposure monitoring, medical monitoring, and radiation safety activities with onsite personnel.
- Staff size varied depending on operations, 2 health and safety technicians, 1 lead radiation control technician, 5 radiation control technicians, 1 project manager, 1 D&D manager, 1 foreman, and 15-25 field operations technicians.
- She prepared and implemented specific safety plans and training for operations.
- She prepared, review, and implemented health and safety programs.
- Ms. Wilson trained site personnel in radiation safety, confined space entry, and hazardous waste operations.
- She reviewed and managed site health, safety, radiological, and environmental data, including the site's air monitoring program.
- She prepared and implemented emergency response plans.
- She prepared weekly safety reports as required by DOE.
- Ms. Wilson maintained OSHA 300 log and backup materials.

Confidential Client (September 2000 to August 2002) Pittsburgh, PA

Work performed for this assignment involved direct day-to-day supervision for field activities for a period of 24 months. Details of the field assignment/supervision are provided below.

Ms. Wilson's site operations included remediation of existing building used for multiple purposes including radium processing, cancer treatment and research, and medical offices. Primary remediation involved decontamination of radiologically contaminated surfaces without destruction of the building. Also included was removal of several ounces of liquid mercury, lead contaminated building materials, and small amounts of asbestos containing materials. Additional remediation tasks included construction of exterior building scaffolding to facilitate cleaning of the building structure. The building was restored and occupied following remedial activities. Principal regulatory agency: Pennsylvania Department of Environmental Protection.

- Ms. Wilson coordinated health, safety, dosimetry, biological monitoring, personal exposure monitoring, medical monitoring, and radiation safety activities with onsite personnel.
- Staff size varied depending on operations, 1 lead radiation control technician, 2-3 radiation control technicians, 3 project managers (generally not all on site at the same time), 1 foreman, and 5-8 field operations technicians.
- She prepared specific safety plans and training for operations.
- She prepared or review health and safety programs.
- Ms. Wilson trained site personnel in radiation safety and hazardous waste operations.

- She reviewed and managed site health, safety, radiological, and environmental data.
- She prepared and implemented emergency response plans.
- Ms. Wilson maintained OSHA 300 log and backup materials.

Prior to joining ENERCON Services, Ms. Wilson was employed by Earth Sciences Consultants, Inc. from 1990 to 2002. Her position consisted of the day to day management of health and safety and radiation safety for 3 sister companies in 4 locations. This included the health and safety of construction and remediation projects. Direct day-to-day field activities (time spent on site) totaled approximately 20% of the work period.

Confidential Client (March to October 1998) Montpelier, OH

Work performed for this assignment involved direct day-to-day supervision for field activities for a period of 8 months. Details of the field assignment/supervision are provided below.

Remediation of highly contaminated property utilized as waste management unit for used chlorinated solvents. The property included surface water, groundwater, and soils contamination. The work activities included excavation of impacted soil and sludge and pumping of contaminated waters for offsite disposal. Remediated property became a protected wetland. Principle regulatory agency: Ohio Environmental Protection Agency

- Ms. Wilson coordinated health, safety, exposure monitoring, and medical monitoring activities with onsite personnel.
- Staff size varied depending on operations, 1 health and safety technicians, 1 project manager, 1 foreman, and 10-15 field operations technicians.
- She prepared and implemented specific safety plans and training for operations.
- She prepared, reviewed, and implemented health and safety programs.
- Ms. Wilson trained site personnel in hazardous waste operations.
- She reviewed and managed site health, safety, and environmental data.
- She prepared and implemented emergency response plans.
- Ms. Wilson maintained OSHA 300 log and backup materials.

Details of the supervision/field assignment are provided below.

In addition Ms. Wilson was assigned with clients in a wide variety of industries including construction sites, foundries, paper manufacture, banking, and real estate management.

- She was responsible for health and safety of 250 employees, distributed as approximately 100 laboratory workers, 50 consulting engineers and geologists, 25 administrative staff, 75 field workers

- Ms. Wilson designed and implemented all health, safety, and radiological protection programs.
- She developed health and safety plans for specific job sites and specific operations varying from 4 hour surface soil sampling to 3 year remediation projects.
- She coordinated with occupational medicine physician to ensure proper medical management programs for hearing conservation, hazardous chemicals, and radiological control.
- Ms. Wilson coordinated with human resources to manage injury reduction program and control EMR, light duty and return to work assignments, injury reporting system and OSHA logs, and compliance with ADA.
- She developed and implemented health and safety training for all levels of employees, including engineers, clerical staff, construction workers, laboratory technicians, maintenance personnel, and manual laborers. Course development and instruction included training in excavation and trenching, confined space entry, hazardous waste operations, emergency response, scaffolding and ladders, fall protection, and other aspects of construction and general industry standards.
- She prepared and implemented emergency response plans.
- Field operations in which she was involved at the actual work site as safety officer included excavation and trenching, confined space entry, materials handling including safety for heavy equipment, powered industrial truck, and crane operators, asbestos and lead abatement, cutting and welding, and others. Safety officer operations on these sites would include personal monitoring, environmental monitoring, and compliance with OSHA regulations.

Denver Radium Project Operable Unit 8 (1992-1995) Denver, CO

Work performed for this assignment involved direct day-to-day field activities and supervision for a period of 36 months. Direct day-to-day field activities (time spent on site) totaled approximately 50% of the work period, or 18 months. Details of the field assignment/supervision are provided below.

Ms. Wilson's operations involved demolition of contaminated buildings, disposal of mixed waste building components (radiologically contaminated transite panels), excavation of contaminated soils, on-site stabilization and placement of contaminated materials, and off-site disposal of materials. Work included the excavation of more than 75,000 cubic yards of impacted soils at depths up to 25 feet. Building removals included demolition of 2 and 3 story building, and the implosion of an asbestos coated stack more than 250 feet in height. Multiple regulatory agencies were involved in this project including the Colorado Department of Health, Nuclear Regulatory Commission, and the US Environmental Protection Agency.

- Ms. Wilson coordinated health, safety, dosimetry, biological monitoring, exposure monitoring, medical monitoring, and radiation safety activities with onsite personnel.
- Staff size varied depending on operations, 1 health and safety officer, 2 health and safety technicians, 1 radiation control officer, 5 radiation technicians, 3 project managers (usually not all on site at the same time), 15-25 field operations technicians.

Donna L. Wilson, CIH, CSP

Enercon Services, Inc.

Page 6 of 6

- Ms. Wilson prepared specific safety plans and training for operations, including operations of conveyors, pug mills, and concrete mixers.
- She prepared and reviewed health and safety programs.
- Ms. Wilson trained site personnel in radiation safety and hazardous waste operations.
- She reviewed and managed site health, safety, radiological, and environmental data, including the site's air monitoring program.
- She prepared and implemented emergency response plans.
- Ms. Wilson dealt with the press and the public who had ready access to the site perimeters.

Education and Professional Recognition

Ph.D. Candidate, Toxicology, University of Pittsburgh

M.S., Industrial Hygiene, University of Pittsburgh

M.S., Chemistry, Duquesne University

B.S., Biology, University of Pittsburgh

Certified Industrial Hygienist, American Board of Industrial Hygiene

Chemical Hygiene Officer, National Registry of Clinical Chemists

Certified Safety Professional, Board of Certified Safety Professionals

American Industrial Hygiene Association

American Chemical Society

American Society of Safety Engineers

Training and Certifications

OSHA 40-hour Hazardous Waste Operations and Emergency Response Course

OSHA 30-hour Construction Outreach Training Course pending

OSHA 10-hour Construction Outreach Training Course

Visible Emissions Evaluation/Evaluator Course

NRC Radiation Safety Officer Training

USEPA Lead Inspector Training

USEPA Asbestos Inspector/Management Planner Training

USEPA Radon Measurement Specialist Training

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Having met the applicable requirements defined by its bylaws,
BCSP hereby authorizes the use of

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to
Donna L Wilson

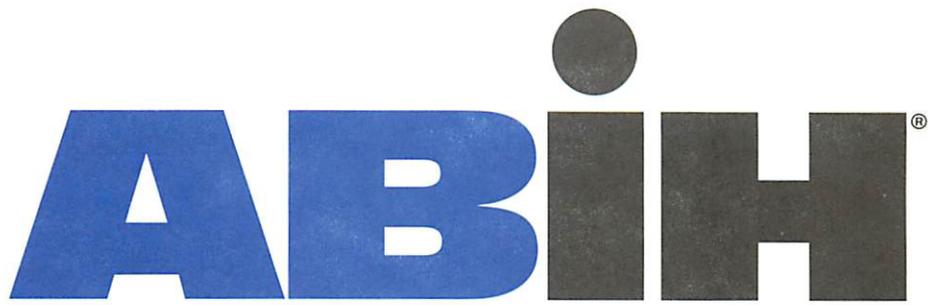
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education, experience and examination, and
ongoing maintenance,
is hereby certified in the

COMPREHENSIVE PRACTICE
of
INDUSTRIAL HYGIENE

and has the right to use the designations

CERTIFIED INDUSTRIAL HYGIENIST

CIH

Certificate Number



Awarded:

July 7, 1993

Expiration Date:

December 1, 2019



Mark B. Ferris
Chair ABIH

Lynn C. O'Connell
Executive Director ABIH

University of Pittsburgh

To all persons to whom these presents may come, Greeting

Be it known that

Donna L. Wilson

having satisfied the requirements for the degree of

Master of Science

and having been recommended by the Graduate Faculty in

The Graduate School of Public Health

is now admitted to that degree with all the rights, privileges and immunities thereunto appertaining.

In Witness Whereof, we the Trustees of the University have caused our corporate seal and the proper signatures to be hereunto affixed.

Given at Pittsburgh, Pennsylvania on the eighteenth day of December one thousand nine hundred and ninety-three.

Farrell Rubenstein
Chairman, Board of Trustees

Mark A. Nollenberg
Interim President



J. Dan O'Connell
Chancellor

Daniel M. DeLoach
Dean, The Graduate School of Public Health

Duquesne University
of the
Holy Ghost

Upon the recommendation of the Faculty and by the authority
of the Board of Directors has conferred on

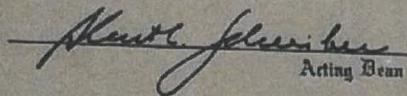
Donna L. Wilson

the degree of

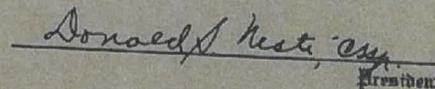
Master of Science

with all the rights, honors, and privileges thereunto appertaining.
In witness whereof, the seal of the University and the signatures
of the President and the Dean are hereunto affixed.

Given at Pittsburgh, Pennsylvania, on this seventh day of May, 1983.


Acting Dean




President

UNIVERSITY · OF · PITTSBURGH

TO · ALL · PERSONS · TO · WHOM · THESE · PRESENTS · MAY · COME · GREETING
BE · IT · KNOWN · THAT

DONNA · LEE · WILSON

HAVING · SATISFIED · THE · REQUIREMENTS · FOR · THE · DEGREE · OF
BACHELOR · OF · SCIENCE

IS · NOW · ADMITTED · TO · THAT · DEGREE · WITH · ALL · THE · RIGHTS · PRIVILEGES
AND · IMMUNITIES · THEREUNTO · APPERTAINING

IN · WITNESS · THEREOF · WE · THE · TRUSTEES · OF · THE · UNIVERSITY
HAVE · CAUSED · OUR · CORPORATE · SEAL · AND · THE · PROPER · SIGNATURES
TO · BE · HEREUNTO · AFFIXED

GIVEN · AT · PITTSBURGH · ON · THE · TWENTIETH · DAY · OF · DECEMBER · IN · THE
YEAR · OF · OUR · LORD · ONE · THOUSAND · NINE · HUNDRED · SEVENTY · TWO



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Site-Specific Health and Safety Plan

[REDACTED]

Power Station

[REDACTED] **Project**

Rev. 0

EC-HS-01

November 30, 2015

Prepared by:

Enercon Services, Inc.

2056 Westings Avenue, Suite 140

Naperville, IL 60563

Prepared for:

[REDACTED]

Power Station

[REDACTED]

ENERCON Project No. [REDACTED]

Site-Specific Health and Safety Plan
 [Redacted]
Power Station
 [Redacted] **Project**
Rev. 0

EC-HS-01
November 30, 2015

Prepared by:	Donna L. Wilson, CIH-CSP
	ENERCON Health and Safety Specialist
Reviewed by:	Todd Brautigam/Joseph Smierciak
	ENERCON Office Safety Supervisor/ENERCON Project Manager
Approved by:	[Redacted]
	[Redacted] Project Executive

Site-Specific Health and Safety Plan – [REDACTED] Project

SUMMARY OF CHANGES

Revisions to this *Site-Specific Health and Safety Plan* (HASP) will be tracked, and revisions or addenda will be issued as needed. The Enercon Services, Inc. (ENERCON) Project Manager maintains the signed original of the HASP; no controlled copies are issued. The end user is responsible to verify with the Project Manager that any hardcopy being referenced is the current revision. A summary description of each revision or addenda will be noted in the following table.

Revision Number	Date	Comments
Rev. 0A	January 22, 2014	
Rev. 0B	November 30, 2015	

Site-Specific Health and Safety Plan – [Redacted] Project

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ATTACHMENTS

Attachment A – [REDACTED] Power Station – Chemical Inventory Tracking Log – August 2014

ABBREVIATIONS AND ACRONYMS

ACGIH	American Conference of Governmental Industrial Hygienists
APR	Air Purifying Respirator
CFR	Code of Federal Regulations
CIH	Certified Industrial Hygienist
CSP	Certified Safety Professional
dba	Decibel Averaged
DOT	Department of Transportation
eV	Electron Volt
GFCI	Ground Fault Circuit Interrupter
HASP	Site-Specific Health and Safety Plan
HEPA	High Efficiency Particulate Air
HIPAA	Health Information Privacy Act
HMIS	Hazardous Material Inventory System
HP	Health Physics Technician
LEL	Lower Explosive Limit

[Redacted]

MSDS	Material Safety Data Sheet
MUC	Maximum Use Concentration
NESHAP	National Emission Standards for Hazardous Air Pollutants
NFPA	National Fire Protection Agency
USNRC	U.S. Nuclear Regulatory Commission
OSHA	Occupational Safety and Health Administration
PEL	Permissible Exposure Limit
PF	Protection Factor
PID	Photo Ionization Detector
PM	Project Manager
PPE	Personal Protective Equipment
RCRA	Resource Conservation and Recovery Act

[Redacted]

TS	Technical Specialist
TSDR	Treatment, Storage, Disposal, and Recycling
TWA	Time Weighted Average
U.S.	United States
USEPA	United States Environmental Protection Agency
VOCs	Volatile Organic Compounds

1.0 INTRODUCTION

Enercon Services, Inc. (ENERCON) has contracted with [REDACTED] for professional consulting services to manage disposal of what is potentially [REDACTED] contained in mainly 55-gallon drums and currently secured at the [REDACTED] Power Station. Presently, there are eight (8) 55-gallon drums that require disposal. In addition, there are up to twenty three (23) 55-gallon drums and numerous small containers housed in two storage lockers that may or may not require characterization and disposal at this time (pending confirmation from [REDACTED]). Information related to the contents (“waste streams”) in these containers was provided to ENERCON in a tracking log spreadsheet that is included as Attachment A of this HASP and is also included as Attachment A of the Sample Collection Work Plan.

This site-specific Health and Safety Plan (HASP) provides a written assessment of potential health and safety hazards associated with characterizing, consolidation, and disposal of the waste materials. This HASP specifies the engineering controls, work practices, procedures, and personal protective equipment (PPE) that will be followed and used while performing sampling, consolidation, and characterization activities.

This HASP complies with the applicable regulations contained within the federal OSHA regulations, Title 29 Code of Federal Regulations (CFR) 1910.120 and 29 CFR 1926.65, and the provisions of applicable regulatory and industry standards.

This HASP specifies practices for on-site employees with respect to protection against [REDACTED] and hazardous substances, hazardous site conditions, potentially hazardous work processes, emergency response procedures and compliance with contractual, U.S. Nuclear Regulatory Commission (USNRC), and regulatory safety and health requirements.

The work will be conducted in accordance with this HASP and the Sample Collection Work Plan. The work will be coordinated with [REDACTED] by using the [REDACTED] Station’s site activity schedule. Additionally, the [REDACTED] controls will include the use of a [REDACTED] for work involving [REDACTED] materials or work in areas specified as [REDACTED] controlled. The [REDACTED] requirements are mandatory for all project personnel performing [REDACTED] activities. The [REDACTED] will be prepared and issued by [REDACTED] with review and implementation by the ENERCON on site Health Physics Technician (HP).

The levels of personal protection and the control measures specified in this HASP are based on the best information available from the site characterization data and visual inspection information provided for the 55 gallon drums. Changes in site conditions or in the scope of work may warrant a reassessment of protection levels and controls stated.

Site-Specific Health and Safety Plan – [REDACTED] Project

ENERCON shall maintain the work site and perform the work in a manner that meets statutory and common law requirements for the provision of a safe work place.

All personnel involved with this project, including subcontractors, must review this document carefully and sign the personnel training sign off sheet at the end of this HASP. All personnel will be expected to follow the designated health and safety procedures, be alert to the hazards associated with working on the site, and above all else, exercise reasonable caution at all times.

2.0 SCOPE OF WORK

The sampling, consolidation and disposal tasks will consist of the following;

- Scan the drums and containers for [REDACTED] or equivalent meter prior to opening the containers to determine if levels exceed the threshold identified in Section 10.3 of this HASP.
- Screen the drum and container storage area for volatile organic compounds (VOCs) using a 11.7 electron volt (eV) photoionization detector (PID) to determine if the levels exceed the threshold identified in Section 10.1 of this HASP.
- Inventory the drums and containers and determine if the inventory matches the tracking log spreadsheet.
- Don PPE including full face respirators, splash resistant coveralls, chemical resistant gloves, and steel toed safety shoes while in the drum handling area and during drum opening and sampling, as indicated in Sections 6.1 and 11.1.2 of this HASP.
- Open each container and visually inspect each container, photograph contents and determine if there is material in each container that is suitable for hazardous waste characterization.
- Collect waste characterization samples; package, label and relinquish to an accredited analytical laboratory for chemical analyses; and analyze using USEPA testing methods for toxicity, ignitability and corrosives as well as [REDACTED].
- Review hazardous waste characterization data results to determine hazardous or non-hazardous waste streams and communicate findings to [REDACTED].
- Identify containers with hazardous containing materials and segregate from those containers meeting criteria as non-hazardous materials.
- Based on outcome of [REDACTED] characterization and associated calculations provide [REDACTED] with recommendations for minimizing waste volumes, disposal options and costs for disposal.
- Coordinate with [REDACTED] to relocate the containers holding hazardous containing materials to a low dose background area and perform dose screening of these containers.
- Determine [REDACTED] for each container tested using [REDACTED] and use this information for shipping manifest purposes.

ENERCON has retained a subcontractor, EQ Northeast, Inc., a U.S. Ecology Company (EQNE), to conduct sampling, lab packing and onsite hazard categorizing (HAZCAT), and to assist with waste profiling. In accordance with [REDACTED] procedures, handling and sampling of drums or other containers that require respiratory protection (in accordance with ENERCON's HASP) will be conducted by the [REDACTED] Station's Haz Mat Technicians. ENERCON and EQNE will provide guidance to the Haz Mat Technicians to ensure that the proper samples are collected.

Site-Specific Health and Safety Plan – [REDACTED] Project

Contaminated materials will be handled with [REDACTED] controls in place. No adverse impacts are expected during the performance of this scope of work. Work tasks will be performed by trained and qualified personnel. Oversight and monitoring will be performed by trained and qualified personnel.

3.0 PROJECT SAFETY GOALS

It is ENERCON’s policy that the health and safety of all personnel is of primary importance. ENERCON will execute all reasonable precautions in the performance of work to protect the environment, safety and health of employees, and members of the public. ENERCON intends to comply with all applicable environmental and health and safety regulations and requirements. ENERCON’s Target Zero philosophy and its goal of zero accidents and/or incidents will be established for this project and communicated to all personnel. ENERCON will fully involve workers in planning, hazard identification and analysis, development of controls, task execution, and encouraging feedback. Through this process, employees will be encouraged to analyze and solve problems and to continuously improve the safety culture and conditions.

ENERCON will make every effort to reduce the possibility of incident and accident occurrence. All employees and subcontractors must acknowledge in writing that they have received a briefing on this plan and that they agree to follow all directions (written, verbal, and visual) pertaining to the plan. No person will be required to work in surroundings or under working conditions which are unsafe or dangerous to his/her health.

Site-Specific Health and Safety Plan – [REDACTED] Project

4.0 KEY PERSONNEL ROLES AND RESPONSIBILITIES

Safety on the jobsite is everyone’s responsibility. All employees are responsible:

- For their own safe conduct on the jobsite.
- To become familiar with governing construction safety requirements and compliance with applicable regulations.
- To create safe conditions for others.
- To alert the ENERCON Project Manager and the [REDACTED] Project Executive to any potential health or safety hazard affecting themselves or others.
- To comply with the requirements of the project work plans and procedures.

All personnel are authorized to stop work to prevent unsafe or unhealthy acts, or identify any pending hazard.

4.1 ENERCON Project Manager

The ENERCON Project Manager (PM) is responsible for overall authority of the project and will continuously monitor progress. The PM will notify the [REDACTED] Project Executive, as soon as possible, of any observed unsafe conditions and will monitor the corrective actions.

4.2 [REDACTED] Project Executive

[REDACTED] Station’s [REDACTED] will serve as the Project Executive. The Project Executive will provide guidance and support on a periodic and as needed basis to the project staff.

4.3 ENERCON Senior Engineer

The ENERCON Senior Engineer will support the [REDACTED] Project Executive and ENERCON Project Manager to ensure that all project activities are conducted in accordance with approved plans and procedures, including this HASP. The ENERCON Senior Engineer will conduct periodic audits and surveillances of project activities to document the team’s compliance with the project documents.

4.4 ENERCON Technical Specialist

The ENERCON Technical Specialist (TS) will ensure that all project activities are conducted in accordance with the HASP and Project Work Plans. The TS functionally reports to the ENERCON PM, and has a direct line of communication with the [REDACTED] Project Executive to report any safety or quality issues on the project.

Site-Specific Health and Safety Plan – [REDACTED] Project

The TS has the responsibility to perform the following functions:

- Reports to the ENERCON PM;
- Implements the Project Work Plan and maintains waste management procedures;
- Evaluates waste processing and disposal options;
- Maintains schedule and budget for waste containers, staging/storage, transportation, and processing/disposal;
- Contacts technical representatives for the transportation and disposal subcontractor(s);
- Prepares appropriate characterization and shipping documentation and notifies disposal sites prior to shipment.
- Schedules final inspections of wastes prior to shipment; and
- Provides technical support for sample collection and waste characterization.

The TS is also responsible for ensuring project activities are conducted according to the ENERCON and [REDACTED] corporate and site-specific health and safety policies. The TS will be the primary contact for health and safety issues encountered during the project.

4.5 Health Physics Technician (HP)

The HP (ENERCON personnel) will perform surveys and dose assessments, and specify PPE needed to meet the occupational [REDACTED]. The HP performs [REDACTED] necessary to establish [REDACTED] and ascertain appropriate [REDACTED] controls at the work sites, including posting the areas as necessary and coordinating with field personnel on matters concerning occupational [REDACTED] requirements. The HP performs [REDACTED] and transport vehicles as required to meet Department of Transportation (DOT) requirements. The HP will report to the [REDACTED] Project Executive.

4.6 Field Personnel

Field personnel will take all reasonable precautions to prevent injury to themselves and to their fellow workers by remaining alert to potential harmful situations. All personnel associated with the project have “stop work” authority concerning any health and safety issues/concerns. All tasks must be performed in accordance with the Project Work Plans and this HASP. Any unsafe conditions must be reported immediately to the ENERCON TS, [REDACTED] Project Executive, and the ENERCON PM. Personnel must report any medical conditions that may be affected by the work environment, including pregnancy. All injuries must be reported – no matter how minor. All field personnel must read and comply with all postings and rules at the work site. All near-misses must be reported. Comments and suggestions will be encouraged during the pre-job plan-of-the-day briefings/safety meetings. All field personnel will assist in identifying hazards associated with work to be performed. Good housekeeping must be maintained within and around the work area.

Site-Specific Health and Safety Plan – [REDACTED] Project

4.7 [REDACTED] Station Haz Mat Technician

Handling and sampling of drums or other containers that require respiratory protection (in accordance with ENERCON’s HASP) will be conducted by the [REDACTED] Station’s Haz Mat Technicians. ENERCON and EQNE will provide guidance to the Haz Mat Technicians to ensure that the proper samples are collected.

5.0 GENERAL SAFETY PROVISIONS AND INSPECTIONS

5.1 Site Orientation Briefing

The ██████████ Project Executive (or designee) will conduct and document initial site entry safety briefings to apprise workers of hazards to be encountered at the work site and to review the required safety precautions/control measures to be utilized. Training and medical surveillance requirements will be reviewed, and verification of qualifications shall be performed prior to entry to the site.

The pre-job access safety briefing will include as a minimum a review of the following:

- The hazard analysis and other pertinent sections contained in this plan;
- Posted permits applicable to the worker during their site access;
- Hazards which may be encountered on-site; and
- Emergency notification procedures and alarms.

5.2 Pre-Job Briefings

Daily briefings will be held at the beginning of each workday to discuss activities that will be performed that day. ██████████ and safety concerns will be discussed, as well as proper PPE and contamination controls.

Each worker will also be apprised of their responsibility and authorization to stop work that they perceive to be hazardous. There will be no repercussions for any employee or subcontractor that initiates a Stop Work.

5.3 Equipment and Tool Inspections

Prior to use on the job site, all equipment and tools must be inspected for safety conformance to include proper operation and functioning. Equipment will not be available for use until satisfactory inspection and checkout has been completed.

The items to be inspected shall include all equipment, hoisting and rigging devices and apparatus, and all portable electric tools and similar equipment/tools. Equipment inspections will be performed by the qualified operator in accordance with manufacturer's recommendations.

Defective or otherwise unsafe equipment or tools shall be tagged "**DO NOT USE**". Items tagged "**DO NOT USE**" shall be repaired and made acceptable or shall be removed from the site. All repaired items shall be re-inspected prior to entering the site. Any hoisting/rigging

Site-Specific Health and Safety Plan – [REDACTED] Project

equipment or other equipment that cannot be repaired shall be destroyed or otherwise made inoperable to prevent inadvertent use by others at this or another project.

5.4 General Safety

Personnel will be expected to maintain good housekeeping within and around the work site. Materials or equipment that could be potential trip hazards will be moved out of walkways. Uneven walkways will be cleared or have restricted access. Materials will not be stacked in such a way that they may fall on personnel or equipment. Electrical cords will not be placed across walkways. Personnel will wash their hands prior to eating, drinking, smoking, or chewing. Eating will be in a clean area outside of the work area.

Work performed on-site must have adequate lighting. If daylight does not provide the adequate 5-foot candle requirement (29 CFR 1910.120) then artificial light must be provided or all work must stop in time for personnel to exit the area during adequate daylight.

All personnel on-site are required to follow these general safety guidelines.

- Personnel may not wear clothing (e.g., loose or torn clothing, neckties, etc.) or jewelry that could get caught in machinery or otherwise cause an accident. Jewelry should not be worn in the work area. Necklaces for badges must be removed and the badge clipped directly to clothing (or safety breakaway necklaces) when operating rotating-type power tools and equipment.
- If personnel wear contact lenses, they must ensure hazards are not present which could damage the contacts or their eyes. Based on the contaminants of concern, the physical state of those contaminants, and the general site conditions, contact lenses may be worn when workers are using full face respiratory protection or other protective eyewear.
- Compressed air or gases cannot be used to remove dust or dirt from clothing or skin.
- Approach, open, and close doors cautiously.
- Do not store or leave items on stairways or steps.
- Protruding nails, screws, staples, and other similar objects must be covered or removed to prevent injury. Filed personnel should make sure their tetanus shot is up to date.
- Retractable knife/utility blades must be kept in the retracted position when not in use.
- Any cutting that is performed must be in the direction away from the body and extremities.
- Ensure pathways are clear before carrying objects from one place to another.
- When lifting an object, do not make any turning or twisting motions.
- Pointed tools must not be carried in pockets.
- Kneepads should be worn when performing extended activities on the knees.
- Personnel will ensure their shoes are clear of mud, grease, or any slippery substance when ascending or descending a ladder.

6.0 HAZARD ASSESSMENT and CONTROLS

The hazards associated with this project are industrial hazards, exposure to [REDACTED], [REDACTED], chemicals, lead, and hoisting and rigging.

The Site Specific Sample Collection Work Plan (Work Plan) provides a detailed job-specific hazard assessment that addresses each step of the work process, the hazards involved, and the controls for those hazards. The Work Plan addresses each phase of work or activity having health or concerns and is approved by the ENERCON PM and [REDACTED] Project Executive. The Work Plan and HASP are the plans that are required to perform the work. [REDACTED] has stated that a work order / package is not required.

Work plans for additional work scope may be prepared during the course of activities, but no activity outside the scope of this HASP will be authorized until the work plan is approved. Work plans will include the following components.

- Scope of Work - Describe the activities to be covered by the work plan. The description will be such that it clearly delineates the activities covered by the work plan from other site activities.
- Hazard Identification - Identify all potential hazards associated with the work including [REDACTED] chemical hazards, the presence of other hazardous substances, physical hazards, and potential hazards associated with the work processes.
- Hazard Control Measures - Identify and establish what measures will be implemented to eliminate or mitigate each hazard identified in the work plan.

Please Note: If standard operating procedures exist for controlling a hazard (e.g., a Lockout/Tagout Procedure) then the work plan need only reference the procedure; otherwise, describe the process that will be used to control the hazard.

A copy of the work plan shall be kept at the job-site, reviewed by each worker, and shall be updated as necessary to reflect additional tasks, hazards, or control measures. All workers will be required to review the work plans and signify in writing their understanding of the hazards and control measures to be utilized during performance of the tasks identified.

6.1 Hazard Control Measures

Personnel hazard exposure mitigation/reduction control measures to be implemented during performance of work tasks in completion of the project shall include:

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- **Engineering Controls**

Remote handling equipment equipped with blast shield protection will be used whenever drums exhibiting any signs of pressurization need to be handled or moved. Non-sparking tools will be used to open or depressurize such drums.

Fork trucks equipped with drum grapplers, drum dollies, or similar material handling equipment will be used to move drums. Personnel will not lift, push, roll, or rock drums to move them. (i.e., remote equipment, negative pressure ventilation, etc.).

- **Administrative Controls**

All workers will be trained on this HASP.

Workers required to work with [REDACTED] will be trained to the R [REDACTED] for those operations and/or locations.

(i.e., worker training, safety meetings/briefings, work plan briefings, [REDACTED] briefings, work area hazard postings, inspections, management oversight, and industrial hygiene monitoring)

- **Personal Protective Equipment (PPE)** Hard hats, safety glasses with side shields, and steel toed boots will be required in all work areas. Goggles may be required in areas where vapors or splash hazard may be present.

Full face respiratory protection, splash resistant coveralls, chemical resistant gloves, and steel toed boots will be required in the drum handling area and during drum opening and sampling operations.

6.2 [REDACTED] Hazards

[REDACTED] hazards exist on this project, including:

- There being the potential [REDACTED].

The HP will provide [REDACTED] services necessary to meet the occupational [REDACTED] standards required by 10 CFR 20.

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6.3 Physical Hazards

Personnel performing work tasks in completion of this project may anticipate potential exposures to physical agents that could include hazards such as chemical hazards, noise, falls, pinch points, and heavy loads. Control measures will be implemented to minimize or prevent exposures to such physical hazards when identified.

6.3.1 Fall Protection

Work at heights is not anticipated for project operations.

All employees exposed to potential falls of 6 feet or more to lower levels must be protected by a guardrail system, safety net system, or personal fall arrest system except where specified otherwise in *OSHA 29 CFR Part 1926*.

Providing fall protection requires an assessment of each fall situation at the project site. The criteria for selecting a given fall protection system follow those established by OSHA Title *29 Part 1926.502*, *fall protection systems criteria and practices*, and the selection and use of fall protection will be specifically addressed in the work plans and procedures.

6.3.2 Rigging and Lifting

Cranes, forklifts, and hoists are used to move loads that are too heavy, awkward, or large to be safely moved manually. Workers must never walk or stand under a suspended load or under the loaded jib. Only personnel required for the performance of the lift will be permitted in the area when lifts are being performed and all these personnel must wear a hardhat. Additionally, workers must remain far enough from the load to avoid being struck as the load may swing from side to side as it is moved. A spotter will be provided who has control of the work area and personnel.

Workers must be kept far enough from the operations that they will not be struck by the crane, hoist, boom, load or flying debris should these items fall, fail, collapse, or topple.

Workers observing the following hazards during lift operations should report them to the operations supervisor immediately:

- Damaged rigging
- Rigging lacking load rating tags
- Unstable or wildly swinging loads
- Attempts to lift a load that is too heavy
- Improperly equipped personnel

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6.3.3 Noise

If noise levels reach or exceed 85 dBA, hearing protection will be required and the area should be posted "Hearing Protection Required". The hearing protection provided must be able to lower noise levels below 85 dBA when worn.

6.3.4 Extreme Temperature Exposures

When cold temperatures are encountered, warm, dry clothing will be worn with emphasis on the extremities. Personnel will be provided with a warm break area to protect against cold stress. Should temporary heaters be used, they will comply with 29 CFR 1910, and 29 CFR 1926. If temporary heaters are used in an enclosed area, CO₂ levels will be monitored. All combustible/flammable items will be moved out of the immediate area while in use.

Hot temperatures may be a concern while performing work on-site. Water and or an electrolyte rich beverage will be provided to workers. Worker rotation may be necessary to prevent heat stress. Appropriate breaks may be necessary depending upon the temperature and the work involved. Personnel will be closely monitored to prevent overheating. A wet bulb globe thermometer will be used to monitor the heat index in the immediate work area, if necessary. Worker stay times will be implemented per American Conference of Governmental Industrial Hygienists (ACGIH) guidelines.

6.3.5 Ergonomic Hazards

Some work tasks required in this project may subject workers to ergonomic stresses or hazards. Ergonomic hazards anticipated during this project may include manual lifting, slips, trips, and falls. These hazards can be expected during the performance of general labor activities on uneven terrain, and when performing work tasks with limited access and working space.

The following items need to be continuously communicated and performed in the workplace.

- Inspect tools/equipment for safe functioning and verify placement of anti-vibration devices supplied by the manufacturer;
- Enforce the "buddy system" when performing heavy manual lifts, or use mechanical lifting equipment; and,
- Instruct workers to use proper lifting techniques avoiding bending the back, and avoiding sudden or jerky movements.

6.4 Operational Hazards

During the course of the project, personnel will be subjected to a number of potential physical hazards. These hazards will be controlled through the identification and evaluation of potential hazards, and adhering to administrative and engineering controls, PPE, and safe work practices. Potential hazards that may be encountered include heavy equipment, fire, material handling, and electrical hazards.

6.4.1 Heavy Equipment

All personnel operating heavy equipment must be trained on the proper use of that equipment. The operator must properly inspect the equipment prior to each use and know the limitations of the equipment. Personnel will abide by guidelines provided by the manufacturer. Back-up alarms must be operable on all heavy machinery. All equipment must be operated at safe speeds. Lights must be used during low visibility conditions. Seat belts must be worn by the operator. No riders will be allowed on the equipment when it is in operation.

Powered industrial trucks (forklifts) will only be operated by personnel trained in the operation of the specific vehicles. Forklifts will not be operated outside of manufacturer's specification. When loading where there is a probability of dangerous slides or movement of material, the wheels or treads of loading equipment must be turned in a direction which would facilitate escape in case of danger, except in a situation where this position of the wheels or treads would cause a greater operational hazard. Personnel working around the area in which a forklift is being used must maintain visual contact with the equipment in order to remain a safe distance from the work being performed. Personnel will not be allowed to work around or between materials that are being moved or lifted by a forklift. The forklift will only be used for loads it is rated to lift.

6.4.2 Fires

Flammable or combustible liquid storage shall comply with NFPA 30, OSHA 1910.106, and OSHA 1926.152.

Fire extinguishers will be provided in the drum storage area during all operations. Operations involving drums with known flammability hazards will require a fire watch consisting of at least 1 person with no other job that to watch for signs of fire. Additional fire extinguishers will be kept in designated areas and inspected as required by the OSHA and the National Fire Protection Agency (NFPA). An inspection tag on the fire extinguisher will be initialed and dated upon each inspection. Personnel will be trained in the proper use of fire extinguishers. The fire department will be notified immediately in the event of a fire.

6.4.3 Explosion

As this project involves opening of drums, the potential for explosive release of pressure exists. Drums will be carefully inspected prior to moving, positioning, or opening. Leaking drums will be overpacked prior to opening. Drums showing signs of pressurization will not be moved or handled until pressure have been relieved safely. Remote handling devices equipped with blast shield protection for the operator will be used if depressurization is required. If it is necessary to move pressurized drums for safety reasons, a drum grappler will be used. During either of these operations, all nonessential personnel will be evacuated from the area. If necessary, fire suppression foam or other materials may be applied to the work/transport area.

6.4.4 Material Handling

A variety of materials and material handling equipment will be required for completion of this project. Hazards presented to workers during material handling tasks include shifting, sliding, and falling of stored materials and equipment, or loads. Potential injuries and accidents resulting from these activities will be minimized by adhering to applicable provisions of 29 CFR 1926.250, and the following requirements:

- Worker Hazard awareness will be promoted during work plan review and pre-job briefs;
- All stored materials will be stacked, racked, blocked, or interlocked to prevent sliding, falling, or collapse;
- Maximum safe loads will not be exceeded (equipment load capacities and safe transport load limits);
- Storage areas will be kept in good repair, and aisles and passageways shall be kept clear to provide free and safe movement of personnel and material handling equipment; and,
- Non-compatible materials will be segregated in storage.

Communications with material handling equipment operators shall be conducted utilizing verbal communications, or hand signals. The use of hand signals shall conform to those prescribed by ANSI/ASME B30. For site personnel to approach an operating piece of equipment, the individual requiring access must make visual contact with the operator prior to approaching the equipment. The approaching individual must communicate that he/she wishes to approach the equipment, which the operator will place in resting position, and then motion the individual to approach the equipment.

6.4.5 Electrical

Work tasks anticipated during this project may subject personnel to possible electrical shock/burn hazards. Injuries may result due to faulty/damaged equipment, inadequate

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equipment grounding/bonding, wet environments, and unsafe acts committed by personnel using or working near energized electrical equipment.

Power sources will be rated to handle the anticipated load for equipment on-site. Permanent or portable ground fault circuit interrupters (GFCIs) are required in accordance with 29 CFR 1910. Electrical equipment, plugs, and extension cords will not be used near water sources. Electrical equipment or extension cords with frays, exposed wire, or damaged or missing prongs, will be taken out of service and marked "Do Not Use". Electrical cords cannot be taped to cover damaged areas. Metal or conductive ladders will not be used near energized electrical lines or equipment. If work is to be performed on or near power sources then lockout/tag out procedures shall be followed. The power source must be de-energized, locked out, and tagged out to prevent it from being re-energized by unauthorized personnel.

6.5 Chemical Hazards

Worker exposure to chemical compounds in the form of dusts, fumes, smoke, aerosols, mists, gases, vapors, and liquids may cause health problems by inhalation, absorption, contact, ingestion, or through a puncture wound (injection). Unprotected exposure to these hazards may cause a variety of toxic effects, depending upon the chemical. Workers will be informed of the material location, potential hazards, and specific control measures, during pre-job briefs, and review of this HASP, the work plans, and safety data sheets (SDSs) or material safety data sheets (MSDSs).

6.5.1 Effects and Routes of Exposure

Some chemical exposure effects, such as burning eyes, coughing, nausea, and skin rashes may become obvious during or shortly after an exposure. These effects are termed "acute". These effects may be temporary and reversible, or they may be more serious and cause permanent disability or death. Some chemicals can cause permanent health damage without any short-term warning signs. This is true for repeated exposures to low levels of very toxic chemicals. These "chronic" health effects, such as cancer, liver damage, or respiratory disease, may not manifest themselves for several years or decades after exposure.

The primary exposure route of concern is inhalation. With a surface area up to 100 m², the lungs are vulnerable to airborne contaminants. Direct contact with contaminated materials is another potential route of exposure. Contaminants may pass through the skin into the bloodstream where they are transported to vulnerable organs. Skin absorption is enhanced by abrasions, cuts, heat, and moisture and may occur as a result of direct contact. Although ingestion is the least likely route of exposure, it may occur if standard operating procedures are not observed. Habits such as chewing gum, tobacco, drinking,

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eating, and smoking may provide a route of entry. The last route of exposure is injection, whereby contaminants could be introduced into the body through puncture wounds.

6.5.2 Lead

Lead may be encountered on this project. The permissible exposure limit (PEL) for lead is $50 \mu\text{g}/\text{m}^3$. The [REDACTED] exceed that of lead; therefore, the PPE utilized for [REDACTED] controls (coveralls, rubber gloves, shoe covers, and respirators) will provide sufficient protection against the hazards of lead. The potential for airborne lead from handling is minimal, based on the physical characteristics.

Any work activities involving lead shall be performed in compliance with 29 CFR 1910.1025, and 29 CFR 1926.62, *Lead*.

6.5.3 Chlorinated Solvents

The presence of chlorinated solvents specifically but not necessarily limited to 1,1,1-trichloroethane (methyl chloroform) (PEL = 350 ppm) and trichloroethylene (PEL = 100 ppm) in the drums will **present a minimal hazard to workers provided breathing zone concentrations remain below 25 ppm**. This is a conservative exposure limit based on the efficiency of detection of these solvents by PID, the possible existence of mixed organic vapors, and the potential presence of degradation products that may have lower exposure limits.

Continuous organic vapor readings will be conducted during all operations in the drum storage area as well as those involving drum opening and sampling. **Should the breathing zone readings exceed 625 ppm, the area will be evacuated, ventilated, and retested.** Work will not proceed until the breathing zone concentrations can be maintained below 625 ppm (see Section 10.1 of this HASP for further explanation).

6.6 Biological Hazards

When working outside biological hazards may be present such as snakes, insects, ticks and spiders. Precautions will be taken to limit and/or avoid exposure to these hazards. Caution will be taken to limit disturbance of bird or mouse excrement. Reasonable care should be taken to minimize the chances of undesirable interaction with such media. This may include wearing appropriate clothing and the use of repellents or shielding creams.

7.0 TRAINING

The project training requirements provide the staff with the knowledge and skills necessary to perform their assigned duties safely and efficiently.

All personnel will receive general hazard communication training, and training on the Project Work Plans, this HASP, and task specific procedures. Hazardous waste operations and emergency response (HazWOPER) training as prescribed in 1910.120 is required for this project. All workers will have had the 40 hour training and a current 8 hour refresher. Additional site related training may be required by [REDACTED].

Individuals assigned to this project will be trained and qualified [REDACTED]

Contact with hazardous materials is anticipated during this project. All project personnel will be required to have OSHA 10 Hour training. All respirator wearers will be trained and have proper documentation required of respirator use (29 CFR 1910.134).

All HPs will be qualified to perform HP functions in accordance with approved procedures.

Records shall be kept of training session personnel attendance and level of accomplishment, as necessary, to ensure that the appropriate awareness and competency have been demonstrated.

8.0 HAZARD COMMUNICATIONS

8.1 Purpose

Project Personal will fully comply with all requirements of the OSHA Hazard Communications standard 29 CFR 1926.59 and 1910.1200. All on-site workers will be trained to this standard. The goal of the standard is to reduce the number of chemically related occupational illnesses and injuries. The basic components of the training include the Hazardous Material Inventory System (HMIS), MSDSs, Labels and Other Forms of Warning, and Employee Information and Training.

8.2 Policy

Compliance with the program will ensure that the hazards of all chemicals found in the work place or job site will be evaluated and that information concerning their hazard will be transmitted to all affected employees. Each employee has the right to know the hazards they are working with. All containers will be labeled to identify their contents.

MSDSs, if available, will be provided by [REDACTED] for the contents of the containers. All MSDSs and SDSs provided will be placed alphabetically in a labeled notebook and in a designated highly visible area that is readily accessible for personnel. All personnel will be briefed on the materials on-site, the location of the MSDS, and the proper way to use the MSDSs may not exist for the contents of some of the containers. Existing knowledge of the container contents was provided by [REDACTED] in a chemical inventory tracking log that is included as Attachment A at the end of this HASP.

Personnel will obey all warning signs or labels on the work site. Personnel will read all labels and follow instructions when working with, handling, or storing chemicals. If hazardous materials are placed into another container, that container must be approved to safely contain the material and the new container must be labeled to identify its contents. In addition to an identifying label, a HMIS label will be used to identify hazards associated with the material.

9.0 MEDICAL SURVEILLANCE REQUIREMENTS

9.1 Respirator Medical Monitoring

A respirator fit test is required within the last year for personnel that will wear respirators. The test should meet the requirements of 29 CFR 1910.134. All employees required to utilize respiratory protection shall be quantitatively fit tested for each type of respirator to be worn to ensure proper seal of the respirator face piece. A signed physician's statement certifying that the individual is medically qualified to perform work and is physically capable of wearing a respirator shall be provided prior to utilizing the equipment.

9.2 Other Medical Monitoring Requirements

Personnel who may be exposed to noise levels at or above 85 dBA based on an 8-hour time weighted average (TWA), without regard to hearing protection devices, are required to participate in an audiometric testing program.

10.0 MONITORING

The evaluation of hazards and exposures will determine the effectiveness of engineering controls, PPE requirements, and safe work practices. This will be achieved through various instantaneous and integrated monitoring techniques for physical, chemical, concerns. The following monitoring procedures will be used to monitor exposure levels of contaminants of concern, depending upon the work activities.

10.1 Chemicals

The preliminary hazard assessment based on the inventory provided by , indicates the presence of solvents in some of the drums. The presence of chlorinated solvents specifically, but not necessarily limited to, 1,1,1-trichloroethane (methyl chloroform) (PEL = 350 ppm) and trichloroethylene (PEL = 100 ppm) in the drums will present a **minimal hazard to workers provided breathing zone concentrations remain below 25 ppm**. This is a conservative exposure limit based on the efficiency of detection of these solvents by PID, the possible existence of mixed organic vapors, and the potential presence of degradation products that may have lower exposure limits.

Due to the above indicated chemical hazards, PPE including full face respirators, splash resistant coveralls, chemical resistant gloves, and steel toed boots (and chemical resistant boot covers when needed) will be worn while in the drum handling area and during drum opening and sampling.

Continuous organic vapor readings will be conducted during all operations in the drum storage area as well as those involving drum opening and sampling. **Should the breathing zone readings exceed the respirator maximum use concentration (MUC) of 625 ppm, the area will be evacuated, ventilated, and retested.** Work will not proceed until the breathing zone concentrations can be maintained below 625 ppm. This MUC action level accounts for the protection factor (PF) of full face air-purifying respirators (APR) and was selected to ensure that the exposure limit of 25 ppm is not exceeded. The MUC for this project was calculated as follows:

$$\text{MUC (625 ppm)} = \frac{\text{Exposure Limit (25 ppm)} \times \text{Full Face APR PF (50)}}{\text{Bayesian Statistics Significance Factor (2)}}$$

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10.2 Lead

Lapel air samples will be taken when a potential exists for worker exposure to exceed a TWA of 30 mg/m³. Dosimetry monitoring may be required if initial monitoring exceeds that level.

[REDACTED]

[REDACTED] will be conducted in the drum area. Drums will be checked for dose at the surface of the container prior to performing any operations. Surface dose reading [REDACTED] will require additional health physics monitoring during opening and sampling operations. Work will stop until such monitoring can be implemented and this HASP revised accordingly.

Air sampling shall be conducted per the HP to trend and record air contaminant concentrations.

11.0 PERSONAL PROTECTIVE EQUIPMENT

Appropriate levels of PPE will be worn when performing work on-site. Project personnel will be required to wear the proper PPE in the work area and will be trained in its proper use. All PPE must be thoroughly inspected prior to donning. Levels of PPE will be evaluated on an on-going basis. PPE will be specified in the . General PPE requirements are listed in this HASP.

11.1 General PPE Usage

Personnel performing work shall, at a minimum, be required to wear the following standard safety apparel:

- Hard hats (with the bill facing forward) meeting the requirements of ANSI Z89.1 as prescribed in 29 CFR 1910.135, *Head Protection*, for protection from falling objects.
- Eye protection.
- Sturdy safety-toed work shoes or boots.
- Proper selection of gloves for hand protection shall be identified and available for use.
- Long pants and shirts with sleeves at least 4 inches long will be required. Tank tops, cut-off pants, and tennis shoes will not be permitted. Loosely fitting clothes will not be permitted near rotating machinery or equipment.

11.1.1 Protective Coveralls

Protective coveralls shall be worn while performing work or within the drum storage area or during drum opening or sampling. The protective coveralls will prevent the worker's skin and clothing from coming in contact with contaminated materials.

11.1.2 Respirator

A full-face respirator with the proper cartridges, specifically **organic vapor cartridges equipped with P100 filters**, for the hazards associated with solvents, dusts, will be worn when working in the drum storage area and during drum opening and sampling operations. Personnel must be able to provide documentation that they are properly trained, medically qualified, and fit tested for that specific respirator brand, type, and size. The respirator will be properly inspected prior to donning and will be cleaned and decontaminated after each use. The respirator wearer

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will perform negative and positive pressure checks once the respirator is donned and prior to entering the work area. Nothing will interfere with the seal of the respirator such as, but not limited to, facial hair, sunglasses, and other PPE. Personnel required to wear respirators will be quantitatively fit tested for this project. Respirators will be used, inspected, cleaned, and decontaminated. Storage, use, and on-site documentation required for respirator use will be maintained in accordance with 29 CFR 1910.134.

11.1.3 Hardhats

Hardhats will be worn by personnel within the boundaries of the posted work area, when overhead hazards are present. The hard-hat must be worn properly with the brim facing forward except for authorized exceptions (e.g., welding). The brim must be replaced to the front immediately when the specified exception is completed. Only hard-hats that meet ANSI standards may be worn.

11.1.4 Hearing Protection

Hearing protection will be provided and worn if noise levels reach or exceed 85 dBA based on an 8 hour TWA. Hearing protection must be able to lower noise levels to below 85 dBA. Ear plugs must be discarded after each use unless they are fitted to that individual or are designed for reuse. Ear muffs may be reused after they are properly cleaned and decontaminated.

11.1.5 Work Gloves

Chemical Resistant Gloves will be worn when sampling drums to protect workers skin as well as to prevent cross contamination of the samples.

Work gloves should be worn when personnel operate equipment, power tools, or perform work that may cause injury to the skin. The gloves should be puncture-resistant to glass, nails, or other objects that may be encountered. The gloves cannot interfere with the workers dexterity. Gloves will either be surveyed prior to removal from [REDACTED] or will be disposed.

11.1.6 Foot Protection

Steel-toed shoes or the equivalent must be worn in the posted work area. The shoes must be ankle-high and durable. Should there be leaking drums or other potential for contamination of the feet, rubber boots may be required.

11.1.7 Safety Glasses

As full face respirators are required for drum sampling operations, additional safety glasses or goggles are not anticipated.

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Workers not actively involved in the sampling activities will be required to wear safety glasses or goggles consistent with site conditions and operations.

For operations other than drum sampling, safety glasses shall be worn at all times where construction activities are taking place. Safety glasses must be cleaned and decontaminated periodically. All eye protection must meet the ANSI Z87.1 standard, including full face respirators. Prescription glasses shall also meet the ANSI standard and be provided with fixed or firm clip-on side shields. Safety goggles may be worn over prescription glasses if the glasses do not meet ANSI standards. Tinted safety glasses will not be worn indoors or outside when light is limited such as early morning, late evening, or overcast days.

11.1.8 Fall Protection

The scope of work for this project does not require use of a man lift or working above 4 feet; therefore, the use of fall protection harnesses and lanyards is not anticipated.

Fall protection must be worn when performing work from a man lift or other elevated work areas above 4 feet. Fall protection must also be worn when the structural integrity of the walking surface is questionable. Safety harnesses must be inspected prior to each use and stored away from moisture and off the ground. Worker protection requirements will be followed as outlined by 29 CFR 1926.104 and 29 CFR 1910.23.

11.1.9 Fire Resistant Clothing

ENERCON does not anticipate performing hot work on this project, therefore the need for Fire Resistant Clothing is not anticipated.

Fire resistant clothing must be worn when performing hot work such as torch cutting and welding. The clothing will be inspected to ensure there are no holes, tears, or rips in the material. Personnel must ensure that no flammable material, clothing, or skin is exposed through the clothing. Fire resistant gloves will be worn by personnel performing torch cutting.

12.0 STOP WORK CONDITIONS

During the performance of this project, certain conditions may be encountered that would require specific work tasks to be halted. Conditions such as [REDACTED] high wind speeds, extreme high or low temperatures, severe storms, or flash floods may threaten the safety of site personnel. Depending on the specific work task that is being performed at the time of such an adverse condition, work may be halted until a safe condition exists to restart the task. The following guidelines will be used to aid in determining stop work conditions.

Any worker has the authority to stop work in the event of the existence or detection of health or safety hazards capable of resulting in serious injury, illness, or death to workers.

12.1 [REDACTED] Conditions

[REDACTED] will be continuously monitored by the assigned HP. If [REDACTED] conditions are encountered, work will be stopped and the hazard, monitoring, controls, and PPE reassessed.

12.2 Extreme High/Low Temperatures

The guidance for the determination of working conditions for heat stress will be determined per the guidance given in the ACGIH, *“Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices”* under the heat stress section.

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area and PPE is being utilized to the fullest extent possible without further injury. Life saving and first aid procedures take priority over personnel decontamination efforts.

13.7 [Redacted] Reporting Responsibilities

Project personnel will immediately report any injury, accident, spill, or equipment failure to the [Redacted] HazMat Technician that will accompany ENERCON’s field personnel and subcontractor personnel and ultimately to the [Redacted] Project Executive for prompt notification, reporting, and corrective action. All accidents, fires, and safety violations will be promptly investigated with an emphasis on preventative actions and lessons learned, logged, and reported.

Lost time injuries sustained by ENERCON employees or its subcontractors must be reported to the [Redacted] Project Executive. Additionally, within 48 hours of an incident, ENERCON shall furnish the [Redacted] Project Executive with a copy of an accident/incident report. Such reports must include a medical description of the injury (if applicable) and action taken to prevent recurrence. Personal information covered by HIPA should be redacted.

13.8 ENERCON Reporting Responsibilities

ENERCON personnel will report incidents internally in accordance with the requirements in ENERCON Procedure Manual 3.9 UG1 Attachment 2 which is detailed in the table below.

Type of Incident	Reporting Format and Timeframe ¹	Responsible Person	Individuals to be Notified
All Near Miss Incidents	Verbal, as soon as reasonably achievable, after unsafe act/condition resolved if possible	Employee involved	<ul style="list-style-type: none"> • Joe Smierciak (PM)
All Near Miss Incidents	Verbal, as soon as reasonably achievable and based upon potential severity 24 Hours to prepare the initial Written Report	Joe Smierciak (PM)	<ul style="list-style-type: none"> • Office Safety Supervisor (Todd Brautigam) • Corporate Safety Manager (Matt Brunton)

¹ These reporting timeframes are designed to allow management to meet the Federal OSHA Reporting Requirements, Responsible Managers for employees working in California, Oregon, Washington and Michigan shall amend these reporting timelines where their States have more stringent reporting timeline requirements.

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Type of Incident	Reporting Format and Timeframe ¹	Responsible Person	Individuals to be Notified
All Near Miss Incidents	Verbal, as soon as reasonably achievable and based upon potential severity	Matt Brunton (Corporate Safety Manager)	As appropriate from: <ul style="list-style-type: none"> • Joe Smierciak (Project Manager) • Charles Beatty (Site Safety Officer) • Gerry Williams (Office Manager) • Client Services Manager (Not Applicable) • David Wheeler (Division Manager) • Michelle Zerkle (Division Vice Vice President of Human Resources) • John Corn (ENERCON VP – Environmental Services Group) • John Richardson (ENERCON President)
All Industrial Safety Incidents	Immediate Verbal Notification (<30 minutes)	Any knowledgeable employee	<ul style="list-style-type: none"> • Joe Smierciak (Project Manager)

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Type of Incident	Reporting Format and Timeframe ¹	Responsible Person	Individuals to be Notified
All Industrial Safety Incidents	Immediate Verbal Notification (<30 minutes) 24 Hours to prepare the initial Written Report	Joe Smierciak (PM)	<ul style="list-style-type: none"> • Joe Smierciak (PM) • Charles Beatty (Site Lead) • Todd Brautigam (Office Safety Supervisor) • Gerry Williams (Office Manager) • David Wheeler (Division Manager) • Matt Brunton (Corporate Safety Manager) • Client Service Manager (Not Applicable) • Michelle Zerkle (Vice President of Human Resources)
All Industrial Safety Incidents	Immediate Verbal Notification (<30 minutes)	Joe Smierciak (PM)	<ul style="list-style-type: none"> • [REDACTED] (Client), as appropriate, and per their reporting system
All Industrial Safety Incidents at Nuclear Facilities	Immediate Verbal Notification (<30 minutes) 24 Hours to prepare the initial Written Report	Joe Smierciak (PM)	As for all Industrial Safety Incidents plus: <ul style="list-style-type: none"> • John Corn (Division Vice President) • John Richardson (ENERCON President)
All OSHA Recordable Safety Incidents	Immediate Verbal Notification (<30 minutes) Initial Written Report and OSHA 301 as soon as achievable (<8 hours)	Joe Smierciak (PM)	As for all Industrial Safety Incidents plus: <ul style="list-style-type: none"> • John Corn (Division Vice President) • John Richardson (ENERCON President)

Site-Specific Health and Safety Plan – [REDACTED] Project

Type of Incident	Reporting Format and Timeframe ¹	Responsible Person	Individuals to be Notified
All OSHA Reportable Safety Incidents	<p>Fatality, Verbal Notification as soon as achievable (<8 hours)</p> <p>Other Reportable, Verbal Notification as soon as achievable (<24 hours)</p> <p>OSHA 301 Report Form within 8 hours for fatality, 24 hours hospitalization, amputation, loss of eye</p>	<p>ENERCON President (John Richardson), Division Vice President (John Corn) or Corporate Safety Manager (Matt Brunton)</p>	<ul style="list-style-type: none"> • Federal OSHA • State OSHA • Client [REDACTED]

Site-Specific Health and Safety Plan – [Redacted] Project

PERSONNEL TRAINING

The following list represents personnel that have received site-specific training on this HASP and relevant Client and Subcontractor safety procedures for this project.

Name of Personnel Date of Training

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____



Site-Specific Health and Safety Plan –  Project

Attachment A –

Power Station – Chemical Inventory Tracking Log – August 2014

