

1.0 BACKGROUND:

Beginning in 2013, the K&H and Frost injection wells in Athens County have been utilized to inject brine into the Ohio Shale formation, approximately 2000 feet below ground surface. After injection operations began, complaints of impacts to nearby production wells were received by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management (Division). In 2023, the Division suspended operations of the Frost and K&H injection wells after additional observations and information was collected regarding impacts to nearby production wells. While the Division has received no reports of adverse effects to human health or safety associated with the implicated injection wells, the Division is preparing a Scope of Work for a third-party consultant to conduct a groundwater study to ensure no evidence of adverse impacts to ground water can be found.

1.1 SCOPE OF WORK:

During the term of the Contract, the Contractor will provide the services necessary to sample private water wells within a one-half mile radius area of review (AOR) of 11 oil and gas wells permitted under Chapter 1509 of the Ohio Revised Code (ORC). A total of 33 water wells located within the 11 AORs have been identified through a records search. Water samples from the private water wells identified by the Division and any additional water wells identified by the Contractor's field reconnaissance shall be collected and analyzed for general chemistry, metal, and non-metal parameters as listed in the Sampling & Analysis Plan. Each water well will be characterized by GPS location, photographs, and sampling. The samples shall be analyzed by a laboratory that is certified by the Ohio EPA or the National Environmental Laboratory Accreditation Program (NELAP). The Contractor will keep the Division apprised of any data variances or elevated parameters of concern during sampling. Based on these determinations and review with the Contractor, the Contractor may be asked to extend the area of review or resample to confirm results.

A. General Nature of Services

1. The Contractor will provide the following services:
 - a. Project Management Oversight: Provide and determine the appropriate research and development of the following:
 - Defining an Area of Review if different than Figure 1.1 in the Sampling and Analysis plan as shown in Addendum A.
 - Development of a Quality Assurance Project Plan (QAPP).
 - Development of a Sampling and Analysis Plan consistent with the Sampling and Analysis Plan as shown in Addendum A.
 - Development of a Health and Safety Plan (HASP) to comply with all applicable federal, state, and local statutes, rules, and ordinances.
 - Development of Contact and Communications Plan for Contractor, Division, and residents where sampling will occur.

- b. Field Sampling and Data Oversight: Provide all necessary field staff to complete as described in the developed Sampling and Analysis Plan to conduct the sampling, preservation, packaging, transport, and environmental testing or analysis of water well and ground water samples and in accordance with work plans and quality assurance/quality control procedures performed in accordance with all applicable federal, state, and local laws and regulations.
- c. Field Data & Management: Field data and notes shall be recorded and submitted as part of the final data package including the laboratory analysis.
- d. Calibration of Field Equipment: All electronic field equipment shall be calibrated prior to sampling each day and according to the manufacturer's directions. Documentation of calibrations shall be made in the field notes or other appropriate form and submitted as part of the project data package.
- e. Field Screening: Field screening of each sample shall be completed in accordance with the Sampling and Analysis Plan as shown in Addendum A.
- f. Sample Handling & Analyses: All water samples shall be handled according to scientific/industry standard methods in terms of sample containers, sample volume, preservation, holding times, and storage. Coordinate with the analytical laboratory to obtain the proper supplies and confirm holding times for the analytes.
- g. Analytical Laboratory: The samples shall be analyzed by a laboratory that is certified by the Ohio EPA or the National Environmental Laboratory Accreditation Program (NELAP).
- h. Decontamination Procedures: Decontamination of sampling equipment must be conducted consistently as to assure the quality of samples collected and accurately documented in the Contractor provided Sampling and Analysis Plan. All equipment that comes into contact with groundwater will be decontaminated. Disposable equipment intended for one-time use will not be decontaminated but will be packaged for appropriate disposal.
- i. Photographs: Photographs will be taken of each water well in relation to the home and at the sampling location. They will serve to verify information entered in the field form.
- j. Field Variances: Conditions in the field may vary and it may become necessary to implement minor modifications to sampling effort as presented in the developed plan. The contractor must contact the Division to obtain verbal approval before implementing any changes. Modifications to the approved plan will be documented in the project report package.
- k. Provide for security and safety at or near all sites from or at which there is a potential for exposure or which there is or has been a release or threat of release of hazardous wastes, hazardous materials, hazardous substances, petroleum or petroleum wastes that are causing or threatens to cause soil contamination or air or water pollution.
- l. Attend and conduct presentations at internal and public meetings with the Division or other federal, state, and local government agencies, and provide testimony in administrative and judicial proceedings in matters pertinent to the ground water study as needed.

m. The Contractor must have the capability of producing both hard copy and digital maps related to the Sampling and Analysis Plan. The digital map data must be made available to the Division in a format that is easily imported into standard geographic information system (GIS) software, such as ArcView or ArcInfo. Examples of acceptable GIS output formats include: ArcInfo coverages, ArcView shapefiles, and Drawing Interchange Files (DXF) exported from CAD software. Additionally, the digital map files must be referenced to a standard coordinate system that is appropriate for the location of the site being investigated, in accordance with Ohio Law.

B. Work Authorization: The Contractor is obligated to provide services upon award of the bid to complete the project as described.

1. Upon approval of Contract, the Contractor will begin mobilization of such personnel, equipment, material, and other resources required to commence the work specified under 1.1 Scope of Work.
2. In no event will the Contractor be compensated for any costs incurred because of transporting personnel, equipment, materials, or other resources into Ohio from outside Ohio's borders.
3. The Contractor must comply with all applicable provisions of Federal, state, and local laws, rules, and regulations, including all OSHA and Department of Transportation (DOT) regulations in performing services under this Contract.
4. The Contractor must proceed with the Work at a rate of progress that ensures full completion within the time specified in the work schedules approved in the 1.1 Scope of Work, taking into consideration the nature of the scope and abating in discovered threats to the public health and safety, or to the environment, and that would determine the scope would need to be revisited.
5. The Contractor must maintain adequate personnel and other necessary resources committed primarily to the response actions required under this Contract.

C. Special Limitations:

1. Neither the Contractor; its subcontractor(s), nor any of their employees will supervise or have authority over, directly or indirectly, any employee of the State.
2. The State may order the removal or replacement of any employee or subcontractor it deems incompetent, unqualified, careless, ill, or otherwise objectionable, or for violating the site-specific HASP.
3. Unless authorized by the Contract Representative, neither the Contractor nor any of its subcontractors will discuss or in any way respond to media inquiries about work being undertaken under this scope of work. All such contacts must be referred to the Division.

D. General Conditions:

1. The Contractor must complete work within 90 days of being awarded this contract. The Contractor must provide final report within 30 days of completion of work.
2. The Contractor must provide all personnel, equipment, materials, utilities, transportation, sampling, testing and analyses, supervision, construction of any nature, and all other services and facilities necessary to undertake and complete timely, efficient, and effective work on this scope and to cooperate with the Division in any subsequent administrative or judicial actions brought under any state or Federal laws or regulations or the common law.
3. The Contractor must store and maintain equipment, materials, and other resources taken to and used in performance of this Contract, in a manner that ensures the preservation of their quality and fitness for work.
4. The Contractor must assure that all equipment, materials, and other resources to be used in connection with this Contract are kept free from liens or other encumbrances or restrictions that would in any way restrict or limit their availability for use in performing services under this Contract.
5. The Contractor must ensure that all personnel involved in the performance of services under this Contract are properly trained, competent, and medically monitored (if necessary) for the activities undertaken, and that all appropriate safety precautions are followed. Upon request, the Contractor must provide documentation that an employee meets the minimum qualifications for the specific personnel position in which the employee works.
6. The Contractor must ensure that all personnel are charging time at a rate commensurate with the duties that they are performing. Personnel rated at a higher level but acting in a lesser position will be paid pursuant to the level of expertise required of the actual duties they are performing. This includes personnel performing dual roles at the site and/or at the office.
7. For all solid wastes, hazardous wastes, hazardous materials, hazardous substances, petroleum and petroleum wastes, environmental media, materials, products, and/or equipment shipped as a result of work under this Contract, the Contractor bears full responsibility for the proper packaging, transport, storage and/or disposal in accordance with all applicable Federal, state, and local laws, rules, and regulations.
8. The Contractor is responsible for the accurate measuring of weights and volumes and for following appropriate protocols for the collection and analysis of all

samples that may be required under this Contract.

E. Record Retention and Audit:

1. For a minimum of ten (10) years following the final payment under this Contract, the Contractor and its subcontractor(s), if any, must maintain, preserve, and make available for inspection and audit all records pertaining to the performance of this Contract to comply with Federal guidelines and regulations. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the records has been started before the expiration of the ten-year period, the records must be retained until completion of the action and resolution of all issues that arise from it or until the end of the regular ten-year period, whichever is later. Such inspection and audit may be made at reasonable times and upon reasonable notice by the following and officers and/or their duly authorized representatives and designees: the Division, the Governor, and the State Auditor. The term "records" means books, records, reports, receipts, photographs, video tapes, computer disks or tapes, or other electronic storage, correspondence, and other compilations of the Contractor and/or subcontractor(s).
2. Reporting: The Contractor must prepare and submit the following reports as directed below, unless otherwise specified in the Report and Documentation portion of the Quality Control Plan or directed by the Division Representative:
 - a. Daily Log/Report: For each workday, for each sampling action, the Contractor must maintain a log of activities indicating, at a minimum, the following:
 - 1) A detailed description of all work performed.
 - 2) Units and costs for personnel, equipment, materials, and other resources used and/or expended.
 - 3) Laboratory reports ordered and/or received.
 - 4) Log sheet indicating the name of person, the specific level of protection, and the amount of time spent in a particular level of protection for all personnel in levels of protection above Level D.
 - 5) Description of any unusual circumstances at the site, including but not limited to any complaints received regarding the sampling action; any release of hazardous wastes, hazardous materials, hazardous substances, and/or petroleum and petroleum wastes to the environment; personal injury; or property damage.

On request, the Contractor must immediately submit photocopies of any daily logs described above to the Division.

- b. Weekly Reports: On request, the Contractor must submit written weekly reports to the Division that summarize any site-related field or office work activities.
- c. Raw Analytical Data: The Contractor must submit to the Division, if requested, copies of all raw analytical data received in connection with any analytical activity conducted under this Contract within seven (7) calendar days after receipt of such data by the Contractor.
- d. Monthly Reports: The Contractor must submit written Monthly Progress Reports to the Division by the 10th day of each calendar month. Each Monthly Progress Report must contain two sections: (1) a section that discusses issues regarding the administration of the Contract, and (2) a section that summarizes all activities, both field and office, conducted under the 1.1 Scope of Work. At a minimum, the Monthly Progress Report will include the following information:
 - 1) Administrative Issues Section:
 - a) A statement of total costs incurred for all work in the current reporting period.
 - b) A statement of total costs incurred for all work under the contract to date.
 - c) An identification and discussion of any major issues pertaining to the administration of this Contract.
 - 2) Sampling and Analysis Plan Summary Section must be submitted:
 - a) A summary of work completed this period.
 - b) A description of work yet to be done.
 - c) A description of any difficulties encountered in the current reporting period.
 - d) Activities anticipated in the next reporting period.
 - e) An estimate of time-to-complete the project.

- f) A statement of total costs incurred in the current reporting period (an invoice for each mobilization must be submitted by the 15th day of each month).
 - g) A statement of total costs incurred to date.
 - h) An estimate of the costs to complete the project.
- e. Final Report: The Contractor must prepare a final report after the conclusion of the Sampling and Analysis Plan. The extent of this report will necessarily vary with the objectives and may range from a brief description of the activities conducted to a detailed report of a response action and an analysis of data collected. The Final Report must be submitted within thirty (30) calendar days of completion of the work, unless otherwise directed by the Division in writing.
- f. Extraordinary Circumstance Reporting On all Work under this Contract: Immediately upon having or obtaining knowledge, the Contractor must notify the Division of all changes in circumstances affecting it (and/or any subcontractors) that could materially affect the cost and/or completion of services. Such circumstances include, but are not limited to, the following: labor disputes; changes in its or any of its subcontractor's insurance, bonding and/or financial condition; changes in corporate ownership; and changes in the availability of personnel, equipment, materials, other resources, and/or transportation, storage and disposal capabilities. Accidents that involve a release of contaminants, significant personal injury, or could materially affect work must be orally reported immediately to the Division. This oral reporting must be followed by a written report of the incident within seven (7) calendar days of the occurrence. Releases/accidents that occur after 5 p.m. or on weekends and holidays must be reported to the Division Duty Officer at 614-265-6700.
3. Adequacy of Reports: The Division may determine the adequacy, format, timing, and distribution of all reports required or requested under this Contract. A submitted report will be the Final Report upon approval by the Division.

F. Fee Structure:

1. Not to Exceed Amount: The State will reimburse the Contractor for services that the Division determines to have been satisfactorily completed and costs necessarily incurred by the Contractor under this Contract. Such amount will not exceed the total amount of the purchase orders issued, payable on a labor-and-materials basis in accordance with the provisions of this Contract, without the

prior written approval of the Division.

2. Payment Terms: The terms upon which the Contractor will be compensated under this Contract will be as follows:
 - a. Rate Schedule. The agreed upon Contract multiplier will be applied to each unit cost for determination of the costs charged to the State. The multiplier must include the Contractor's overhead, profit, and all other cost components. There will be no additional payment for such items. The Offeror's cost proposal must also include a single mark-up rate to sub-contracted services, equipment, and supply costs not listed in Supplements Two and Three. Mark-up of costs may not exceed 10%.
 - b. Actual Time: The Contractor will be compensated only for actual time spent working on Scope of Work 1.1 under this Contract. The Contractor may charge for reasonable amounts of time spent conducting professional services related to project management actions (e.g., preparation of Sampling and Analysis Plan), arranging for purchase and delivery of equipment or material specially ordered for a specific response action, analysis of data for response action reports, and participating in subsequent administrative or judicial actions).
 - c. Travel Related Expenses: Travel expenses will be reimbursed in accordance with Section 126.31 of the Code and Section 126-1-02 of the Administrative Code. All expenses for travel will be limited to the most current mileage reimbursement rate as listed in Section 126-1-02 of the Administrative Code.
 - d. Sampling and Analysis: All sampling must be done according to the methods specified in the Sampling and Analysis Plan and must conform to procedures outlined in the Contractor's QAPP. The Contractor must submit samples to the designated laboratory that is certified by the Ohio EPA or the National Environmental Laboratory Accreditation Program (NELAP). No markup will be permitted for samples sent to the designated laboratory.
 - e. Compensation for Report Preparation: The Contractor will be reimbursed for time spent in preparation of reports requested in the contract in accordance with the rate schedule.
 - f. Compensation for Revisions: The State will reimburse the Contractor for all labor and materials at applicable rates up to and through one revision to a document, as directed by the Division's comments. If the designated Division representative determines additional information should be supplied, costs resulting from these changes will also be reimbursed. Any costs resulting from revisions to the document due to Contractor negligence or lack of professionalism will not be reimbursed.

3. Limitations:

- a. No reimbursement will be made to the Contractor for penalties, charges, or other costs incurred as a result of a violation of any state or Federal law or regulation.
- b. The Contractor will be allowed a mark-up based on the proposed cost summary form for services and/or items that are not listed in the Rate Schedule, unless otherwise indicated herein. The allowable mark-up will be based on the actual cost of the item or service, excluding tax.
- c. No mark-up will be allowed on travel related expenses (e.g., lodging, meals, and mileage).
- d. No mark-up will be allowed for subcontracted utility services (e.g., water, electric, telephone).
- e. No reimbursement will be made to the Contractor for charges resulting from errors, mistakes, negligence, poor quality work, acts of misconduct, or similar matters.
- f. No reimbursement will be made for labor and expense incurred in assembling documentation for billings.
- g. No reimbursement for out-of-state travel will be made unless such travel directly relates to a specific mobilization and prior written approval is obtained from the Division.

4. Special Notes/Instructions:

a. Services and Labor:

- 1) The Contractor will receive no compensation for overlap of duties, responsibilities, and work with any subcontractor.
- 2) If the services of a consultant or laborer not listed in the Rate Schedule are required, the Site analysis and Sampling Plan will reflect this special need. If the Contractor is unable to provide these services directly, the Contractor must obtain a minimum of three competitive bids for services estimated to exceed \$1,000.00 and include these bids (which should be adjusted for any additional charges by the Contractor) in the Site analysis and Sampling Plan) even if the consultant or laborer is chosen from the approved subcontractor list. The State encourages the use of local subcontractors and Ohio certified MBE's where appropriate.
- 3) Standard Time ("ST") will consist of a standard, 40-hour week. Work

performed on a mobilization in excess of 40 hours/week/site is Overtime (OT) and is chargeable at Time-and-one-half (1.5 X ST rate). Work performed on State and National Legal Holidays is chargeable at Double Time (DT) (2.0 X ST rate). All time charged for ST must be related to work at actions under this Contract. Hours counting toward OT must be accumulated at a specific site (for cost recovery purposes). OT and DT must be approved in advance by the Division representative. Unapproved OT or DT will be reimbursed at ST rates.

b. Equipment and Materials:

- 1) Unit costs for items in the Rate Schedule are fixed unless changed by written agreement of the parties.
- 2) Items not listed in the Rate Schedule and not similar to any item on that list will be subject to the following provisions and conditions:
 - a) A determination must be made whether each item in question will be considered a dedicated item or a non-dedicated item for the purposes of this Contract. Dedicated items are those items that are necessary for the completion of the Work that become the property of the State at the completion of the Work. Non-dedicated items are those items necessary for the completion of the work but belong to the Contractor.
 - b) Dedicated and non-dedicated items must be included in a separate list of equipment, materials, and analyses in the 1.1 Scope of Work.
 - c) The Contractor must submit copies of actual receipts with invoices for all estimated charges and quotations provided in the 1.1 Scope of Work.