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Header @ 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1717189

Procurement Type: Central Purchase Order

Vendor ID: 000000188783

Legal Name: WHITE BROTHERS CONSULTING LLC

Alias/DBA:

Total Bid: \$0.00

Response Date: 08/19/2025

Response Time: 8:39

Responded By User ID: whitebros

First Name: Timothy

Last Name: White

Email: tim.white@white-brothers.coi

Phone: 304-561-4477

SO Doc Code: CEOI

SO Dept: 0313

SO Doc ID: DEP2600000001

Published Date: 8/13/25

Close Date: 8/20/25

Close Time: 13:30

Status: Closed

Solicitation Description: AML - EOJ Pre-Qualification for Consultants

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1717189  
**Solicitation Description:** AML - EOI Pre-Qualification for Consultants  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-08-20 13:30	SR 0313 ESR08192500000001104	1

**VENDOR**  
 000000188783  
 WHITE BROTHERS CONSULTING LLC

**Solicitation Number:** CEOI 0313 DEP2600000001  
**Total Bid:** 0  
**Response Date:** 2025-08-19  
**Response Time:** 08:39:31  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph (Josh) E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

**Vendor 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	EOI Engineering Design Services				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

EOI Engineering Design Services



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

**State of West Virginia  
 Centralized Expression of Interest**

**Proc Folder:** 1717189  
**Doc Description:** AML - EOI Pre-Qualification for Consultants  
**Proc Type:** Central Purchase Order  
**Reason for Modification:**

Date Issued	Solicitation Closes	Solicitation No	Version
2025-08-01	2025-08-20 13:30	CEOI 0313 DEP2600000001	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 00000018783  
**Vendor Name :** White Brothers Consulting, LLC  
**Address :** 447 Call Road Suite 216  
**Street :**  
**City :** Charleston  
**State :** WV **Country :** USA **Zip :** 25015  
**Principal Contact :** Timothy T. White, P.E.  
**Vendor Contact Phone:** 304-561-4477 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Joseph (Josh) E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

**Vendor  
 Signature X**

**FEIN#** 45-3976723

**DATE** 8/19/2025

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

**ADDITIONAL INFORMATION**

The Acquisitions and Contract Administration Section of the Purchasing Division is soliciting vendors to prequalify to provide proposals on Expression(s) of Interest(s) ("EOI") for the West Virginia Department of Environmental Protection, Division of Land Restoration, Office of Abandoned Mine Lands and Reclamation (WVDEP-DLR-AML) from qualified firms to provide architectural/ engineering services pursuant to HB 3429.

The purpose of the project is to solicit pre-qualifications for the purpose of making available a list of pre-qualified Consultants.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue
1	EOI Engineering Design Services		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**  
EOI Engineering Design Services

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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# **EXPRESSION OF INTEREST**

## **Pre-Qualification for Design Firms**

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### **SECTION ONE: GENERAL INFORMATION**

- 1. PURPOSE:** The Acquisitions and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting vendors to prequalify to provide proposals on Expression(s) of Interest(s) (“EOI”) for the West Virginia Department of Environmental Protection, Division of Land Restoration, Office of Abandoned Mine Lands and Reclamation (WVDEP-DLR-AML) (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) pursuant to HB 3429.
- 2. PROJECT:** The purpose of the project is to solicit pre-qualifications for the purpose of making available a list of pre-qualified Consultants.

Enrolled Version - Final Version

OTHER VERSIONS - [Committee Substitute \(1\)](#) | [Engrossed Version](#) | [Introduced Version](#) |

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Key: **Green** = existing Code. **Red** = new code to be enacted

**WEST VIRGINIA LEGISLATURE**  
**2025 REGULAR SESSION**  
**ENROLLED**  
**Committee Substitute**  
**for**  
**House Bill 3429**

BY DELEGATE RILEY

[Passed April 12, 2025; in effect 90 days from passage (July 11, 2025)]



AN ACT to amend the Code of West Virginia, 1931, as amended, by adding a new section designated **§22-2-11**, relating to providing engineering services under the abandoned mine lands and reclamation act; requiring certain advertisements; establishing a prequalification process for hiring engineering firms; providing prequalification agreement requirements; and providing directives for project assignments.

*Be it enacted by the Legislature of West Virginia:*

## **ARTICLE 2. ABANDONED MINE LANDS AND RECLAMATION ACT.**

### **§22-2-11. Prequalification process for consultants; project assignments.**

(a) For purposes of this section, "professional services" means engineering services provided by firms and includes those professional services of an engineering nature as well as incidental services that members of those professions and those in their employ may logically or justifiably perform.

(b) The secretary shall publish a Class II legal advertisement to solicit letters of interest for professional services used in engineering procurement. The advertisement:

(1) Shall comply with the Class II legal advertisement provisions of **§59-3-1** *et seq.* of this code;

(2) State a time and place for submitting letters of interest and a description of the services required;

(3) Specify the secretary's right to reject any letter of interest; and

(4) Shall be published at least once in at least one daily newspaper published in the city of Charleston and in other journals or magazines as the secretary determines is advisable.

(c) The department shall evaluate any letter of interest received and generate from the letters received a list of all qualified firms, designated the "Prequalified List of Firms".

(d) Upon the department's recommendation, the Purchasing Division shall enter into a prequalification agreement with the qualified firms pursuant to **§5A-3-10e** of this code. The agreement shall cover the services defined in the letters of interest and have a one-year term, with an optional two-year extension if requested by the department.

(e) For all project assignments:

(1) The department shall issue an expression of interest for any project that needs to be solicited and deliver it to those prequalified firms with which the Purchasing Division has an active prequalification agreement;

(2) The department may review and consider responses only from prequalified consultants with active prequalification agreements;

(3) The department shall conduct discussions with three or more professional services firms solicited on the basis of known or submitted qualifications for the project prior to awarding a contract. If the secretary determines that special circumstances exist such that seeking competition is not practical, the department may, with the Director of Purchasing's prior approval, select a professional services firm on the basis of previous satisfactory performance and knowledge of the department's facilities and needs. After selection, the department and firm shall develop the scope of services required and negotiate a contract;

(4) The department shall notify its procurement division and the Division of Purchasing of the firm that it selected;

(5) The department shall schedule and conduct a scope of work meeting with the selected firm within 45 days of selection;

(6) Within 60 days of selection, unless an extension is requested by both parties, the department and firm shall complete cost negotiations;

(7) The department shall provide to its own procurement division and the Purchasing Division information regarding the agreed upon costs and all required forms necessary to initiate a contract; and

(8) The department may issue an advanced notice to proceed, if requested by the firm.

The Clerk of the House of Delegates and the Clerk of the Senate hereby certify that the foregoing bill is correctly enrolled.

.....  
*Clerk of the House of Delegates*

.....  
*Clerk of the Senate*

Originated in the House of Delegates.

In effect 90 days from passage.

.....  
*Speaker of the House of Delegates*

.....  
*President of the Senate*

\_\_\_\_\_

The within is ..... this the.....

Day of ....., 2025.

*Governor*

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# **EXPRESSION OF INTEREST**

Pre-Qualification for Design Firms

## **SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

Instructions begin on the next page.

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline:

Submit Questions to:  
2019 Washington Street, East Charleston, WV 25305  
Fax: (304) 558-3970  
Email:

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

**Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.**

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time:

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

[ ] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).



**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:**

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

**16. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

**17. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**18. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**19. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

# EXPRESSION OF INTEREST

## Pre-Qualification for Design Firms

### SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background:** The WVDEP/AML Program is soliciting Consultant Firms to provide “full service” A/E planning, realty, design, and construction oversight. Firms are to be licensed Architectural/Engineering Firms (A/E) in the State of West Virginia and either the firm or its sub-contractors within a given field must have a successful track record of permitting and designing reclamation projects, realty, and construction inspection. The anticipated contract (s) will be advertised once the prequalified vendors are determined and will be for “full service” A/E planning, realty, design, and construction oversight. This solicitation is only for the purpose of prequalifying vendors. No specific project will be awarded from this solicitation.

The expectation is the successful prequalified A/E firm(s) will be able to call upon a team of professionals for each discipline, whether internal or subcontracted, that can provide each discipline’s deliverables with a minimum of supervision. The expectation is that the successful prequalified A/E firm will be providing a schedule, tracking work to that schedule, and providing regular updates as to progress with a minimum of State oversight.

- 2. Project and Goals:** The project goals and objectives include but are not limited to those listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:

Qualifications should be highlighted to meet the following criteria:

All Work shall comply with the Infrastructure Investment Jobs Act (IIJA), including compliance with the Davis-Bacon and Build America, Buy America (BABA), as applicable and all Federal, State, and Local laws.

Planning Work encompasses all related consultations, investigations, report generation, applications, etc. required to perform the Work, which may include, but may not be limited to: National Environmental Policy Act (NEPA) consultations, West Virginia Division of Natural Resources (WVDNR) consultation, West Virginia Historic Preservation Office (SHPO) consultation, WV Regional Planning consultation, US Forest Service consultations, US Fish and Wildlife Service (USFWS) consultations, and any other consultation(s) or permit(s) needed to perform the Work. The above includes but is not limited to bat studies, threatened and endangered species investigation / analysis / report generation, water quality sampling, and data collection / analysis.

# **EXPRESSION OF INTEREST**

## **Pre-Qualification for Design Firms**

Realty Work encompasses all necessary research and subsequent right of entry agreements being set into place for the sites to be sufficiently and legally investigated, designed, and for a final design to be constructed. This may include, but may not be limited to: performing courthouse research to determine legal property ownership and dutifully documenting the findings, obtaining Exploratory Rights of Entry (EROE) from affected landowners, obtaining Construction Rights of Entry (CROE) from landowners, keeping logs of all conversations with landowners, data collection, reporting, and possessing the capability of having boundary surveys performed on an as-needed basis. The successful A/E firm must obtain the rights of entry prior to performing any fieldwork on-site, and these rights of entry must include the successful A/E firm, the WVDEP-DLR-AML, and Office of Surface Mining Reclamation & Enforcement (OSMRE).

Design Work which may include, but may not be limited to: Civil, Geological, Hydrological, Survey (mapping), Process, Structural, Electrical, etc., as applicable. This encompasses all required engineering and survey (including current mapping and other related services) necessary to successfully design an engineered, permanent solution that fully addresses the issues and problems that each project presents. This also includes site and geotechnical investigations. Each design must fully remove and mitigate dangers to private individuals or the public that are currently present, not introduce new dangers, and be stamped by a Registered Professional Engineer in the State of West Virginia for design and Registered Professional Surveyor in the State of West Virginia for survey for deliverables. Design Work includes but is not limited to: National Pollutant Discharge Elimination System (NPDES) construction stormwater General Permit registration, West Virginia Department of Highways (WVDOH) MM-109 encroachment permits, Army Corps of Engineers (USACE) consultations, Department of Health Permits (for water lines, if applicable), and county permits as applicable, including floodplain permits. Design Work could also include but is not limited to: developing construction plans and technical specifications for all aspects to reclaim mine portals, drainage controls and systems, slope stabilization, coal refuse and mine spoil reclamation, stream and / or channel restoration, subsidence repair, temporary and permanent access or accesses for construction and future maintenance, stormwater and erosion and sediment control, regrading and revegetation, any required water treatment systems, and any remediation for all other conditions encountered on the project sites. The successful A/E firm must obtain, maintain, and release all required permits.

Construction Oversight Work including but may not be limited to: Daily Inspection with documentation for the duration of the Construction and through the warranty period until final release, Engineering Oversight and Support, review and approval of contractor-provided as-builts, and Final Engineer's Certification Report of the project.

# EXPRESSION OF INTEREST

## Pre-Qualification for Design Firms

Vendor should describe how the firm will meet the Agency's and firms agreement for deadlines.

Vendors should demonstrate a clear understanding of the time-sensitive nature of Abandoned Mine Land (AML) reclamation projects and provide a plan for how they will meet all deadlines established by the Agency throughout the project lifecycle.

### **3. Contract Services Deliverables: Once Prequalified, The Agency expects firms to:**

- Adhere to established schedules for project initiation, deliverables, and completion.
- Be responsive to funding and compliance timelines under the Infrastructure Investment and Jobs Act (IIJA) and the Surface Mining Control and Reclamation Act (SMCRA).
- Coordinate effectively with Agency staff, subcontractors, and permitting authorities to avoid delays.
- Proactively identify risks and propose mitigation strategies to stay on track.

Firms must include but not limited to the following documentation in each prequalification response:

- A description of their project management approach and internal systems used to ensure timely performance;
- Examples of past AML or similar projects completed on time, including key deadlines met.
- A summary of personnel availability and resource planning to meet overlapping or expedited deadlines;
- A plan for communication, progress tracking, and prompt issue resolution.

### **4. Qualifications, Experience, and Past Performance:** Consultant must include a statement of qualifications and performance data. The statement of qualifications and performance data may be presented through things like information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and the project goals and objectives and how they were met.

# EXPRESSION OF INTEREST

## Pre-Qualification for Design Firms

All Consultants requesting to be considered **MUST** hold a valid Certificate of Authorization (COA) and have an individual who shall oversee the work, who will sign and seal all design documentation, plans, etc., and must be registered and licensed with the West Virginia Board of Professional Engineers.

The response should be presented in concise format which defines the corporation history and the experience, qualifications, and performance data of the firm's staff as requested by the AML Consultant Qualification Questionnaire (CQQ), Attachment "A" and the AML and Related Project Experience Matrix (RPEM), Attachment "B".

AML Consultant Qualification Questionnaire (CQQ) should be completed and submitted with Vendor's submitted response to be eligible (**See Attachment "A"**).

AML and Related Project Experience Matrix (RPEM) should also be completed and submitted with Vendor's submitted response to be eligible (**See Attachment "B"**).

## SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. The resume and qualifications of the submitted staff will be reviewed and evaluated based on design experience. Additional AML experience should be included for additional evaluation. Selections will be based on detailed work experience supplied in the resume, as well as the firm's principal in charge assurances of reliability and competency. If it is determined that work is being performed at a substandard or inefficient manner the Department may choose to remove the firm from the list with the approval of the Purchasing Division.

Once approved, that Consultant's name shall be placed on the list of Consultants pre-qualified to participate in this program and shall be considered pre-qualified and eligible for project selection

Those Consultants selected and placed on a master list **MUST** resubmit their CQQ (or **Attachment "A"**) upon any changes or change of discipline. Consultants must keep a current certificate of insurance (COI) throughout the contract period and resubmit a current COI upon renewals.

# EXPRESSION OF INTEREST

## Pre-Qualification for Design Firms

- 2. Evaluation and Award Process:** Expressions of Interest for projects will be evaluated and awarded in accordance with W.Va. Code §22-2-11. The State shall select the best value solution according to WV Code §22-2-11. This solicitation is for the prequalification of those vendors only. No award for a specific project will be determined from this solicitation.

If negotiations are successful, the contract documents will be forwarded to the WV Purchasing Division for review and approval, and then to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified at a fee determined to be fair and reasonable, the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached or the solicitation is cancelled.

**Evaluation Determination:** The Agency will evaluate the letters of interest to determine the most qualified to perform the desired service. The evaluation criteria will be based upon the prequalification process for consultants; project assignments pursuant to WV Code §22-2-11.

# **EXPRESSION OF INTEREST**

Pre-Qualification for Design Firms

## **SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.



## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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:** The Initial Contract Term will be for a period of \_\_\_\_\_  
\_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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 of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. 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.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** 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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**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. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. 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.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. 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 § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).



**31. 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.

**32. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. 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.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

**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. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. 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.

**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, 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.

**41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. 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
  2. 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.

**42. 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.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) \_\_\_\_\_

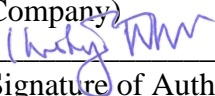
(Address) \_\_\_\_\_

(Phone Number) / (Fax Number) \_\_\_\_\_

(email address) \_\_\_\_\_

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

\_\_\_\_\_  
(Company)  


\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative) (Date)

\_\_\_\_\_  
(Phone Number) (Fax Number)

\_\_\_\_\_  
(Email Address)

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.

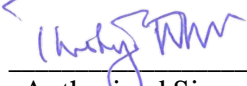
Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input 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.

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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



**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AML CONSULTANT QUALIFICATION QUESTIONNAIRE**

**Attachment "A"**

PROJECT NAME		DATE (DAY, MONTH, YEAR)	FEIN
1. FIRM NAME		2. HOME OFFICE BUSINESS ADDRESS	3. FORMER FIRM NAME
4. HOME OFFICE TELEPHONE	5. ESTABLISHED (YEAR)	6. TYPE OWNERSHIP Individual      Corporation Partnership    Joint-Venture	6a. WV REGISTERED DBE (Disadvantaged Business Enterprise) YES                      NO
7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE			
8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM		8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS	
9. PERSONNEL BY DISCIPLINE			
— ADMINISTRATIVE	— ECOLOGISTS	— LANDSCAPE ARCHITECTS	— STRUCTURAL ENGINEERS
— ARCHITECTS	— ECONOMISTS	— MECHANICAL ENGINEERS	— <b>SURVEYORS</b>
— <b>BIOLOGIST</b>	— ELECTRICAL ENGINEERS	— <b>MINING ENGINEERS</b>	— TRAFFIC ENGINEERS
— <b>CADD OPERATORS</b>	— ENVIRONMENTALISTS	— PHOTOGRAMMETRISTS	— OTHER
— CHEMICAL ENGINEERS	— ESTIMATORS	— PLANNERS: URBAN/REGIONAL	
— <b>CIVIL ENGINEERS</b>	— <b>GEOLOGISTS</b>	— SANITARY ENGINEERS	
— CONSTRUCTION INSPECTORS	— HISTORIANS	— SOILS ENGINEERS	
— DESIGNERS	— HYDROLOGISTS	— SPECIFICATION WRITERS	— TOTAL PERSONNEL
— DRAFTSMEN			
<p><b>TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: _____</b></p> <p><b>*RPEs other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.</b></p>			
10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE? <input type="checkbox"/> YES <input type="checkbox"/> NO			

11. OUTSIDE KEY CONSULTANTS/SUB-CONSULTANTS ANTICIPATED TO BE USED. Attach "AML Consultant Qualification Questionnaire".

NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No

12. A. Is your firm's personnel experienced in Abandoned Mine Lands Remediation/Mine Reclamation Engineering?

YES Description and Number of Projects: \_\_\_\_\_

NO

B. Is your firm experienced in Soil Analysis?

YES Description and Number of Projects: \_\_\_\_\_

NO

C. Is your firm experienced in hydrology and hydraulics?

YES Description and Number of Projects: \_\_\_\_\_

NO

D. Does your firm produce its own Aerial Photography and Develop Contour Mapping?

YES Description and Number of Projects: \_\_\_\_\_

NO

E. Is your firm experienced in domestic waterline design? (Include any experience your firm has in evaluation of aquifer degradation as a result of mining.)

YES Description and Number of Projects: \_\_\_\_\_

NO

F. Is your firm experienced in Acid Mine Drainage  
Evaluation and Abatement Design?

YES Description and Number of Projects: \_\_\_\_\_

---

NO

G. Is your firm experienced in construction oversight?

YES Description and Number of Projects: \_\_\_\_\_

---

NO

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES **RESPONSIBLE FOR AML PROJECT DESIGN** (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:

Brief Explanation of Responsibilities

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EDUCATION (Degree, Year, Specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State)
--	----------------------------------

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES **RESPONSIBLE FOR AML PROJECT DESIGN** (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:

Brief Explanation of Responsibilities

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EDUCATION (Degree, Year, Specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State)
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13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES **RESPONSIBLE FOR AML PROJECT DESIGN** (Furnish complete data but keep to essentials)

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	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:

Brief Explanation of Responsibilities

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EDUCATION (Degree, Year, Specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State)
--	----------------------------------

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES **RESPONSIBLE FOR AML PROJECT DESIGN** (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:

Brief Explanation of Responsibilities

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EDUCATION (Degree, Year, Specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State)
--	----------------------------------



15. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS THE DESIGNATED ENGINEER OF RECORD

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE

TOTAL NUMBER OF PROJECTS:

TOTAL ESTIMATED CONSTRUCTION COSTS: \$









19. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM HAS BEEN A SUB-CONSULTANT TO OTHER FIRMS (INDICATE PHASE OF WORK FOR WHICH YOUR FIRM WAS RESPONSIBLE)

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST OF YOUR FIRM'S PORTION	YEAR	CONSTRUCTED (YES OR NO)	FIRM ASSOCIATED WITH

20. Use this space to provide any additional information or description of resources supporting your firm's qualifications to perform work for the West Virginia Abandoned Mine Lands Program.

21. The foregoing is a statement of facts.

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

Printed Name: \_\_\_\_\_



# Office of Surface Mining Reclamation and Enforcement

## Instructions for Completing the AML Contractor Form OMB #1029-0119

**Purpose:** The Office of Surface Mining Reclamation and Enforcement Applicant/Violator System (AVS) office is required to conduct eligibility checks for businesses performing abandoned mine land (AML) reclamation work to ensure those businesses are not associated with any coal mining violations in accordance with the Surface Mining Control and Reclamation Act (SMCRA). This form is used to update the AVS database which maintains relationship information between individuals and their associated businesses. If you have any questions, please contact the AVS Office at 800-643-9748.

**Part A: General Information:** Part A should be completed by the AML Contractor. You can find an electronic fillable form on our website (<https://www.osmre.gov/programs/regulating-coal-mines/avs>).

**Part B: Obtain an Organizational Family Tree (OFT):** Part B should be completed by the AML Contractor. An Organizational Family Tree (OFT) indicates the relationships between individuals and their associated business.

### **You can obtain an OFT two ways:**

1. Call the AVS Office at 800-643-9748 to request your company's OFT.
2. Go to the AVS website (<https://avss.osmre.gov>). Click "Access AVS", and then "Login as Guest". Place your cursor on the "Entity" Module and click. Type your business name (or entity number) in search box and press enter. Select your company and then click on the "Relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS. Review the OFT, if you need to make updates complete Part D. Attach the OFT to your AML Contractor Form.

*If you are a new company or this is your first AML bid:* Your business is most likely **not** in the AVS. If your company does not appear in the AVS database, move on to Part C, check Box 3, and complete Part D of this form.

*If your company has worked on previous AML projects or in the coal mining industry:* Your business is most likely in the AVS, but may need to be updated. Obtain and review your OFT and then complete Part C.

**Part C: Certifying and updating information in the Applicant/Violator System (AVS).** Part C should be completed by the AML Contractor. Please check the box that best describes your situation, sign and date.

**Note: Signature date must be recent (within 30 days) to be considered.**

**Part D: OFT Information.** Part D should be completed by the AML Contractor **only** if you want to make updates to what information is in the AVS, or if your company **does not** have any information in the AVS. Include **all** fields, including the relevant begin and/or end dates for individuals, including middle name or initial for individuals if possible.

### **Answers to Part D FAQs:**

*Which employees should be included in Part D?*

Any current or separated employee of significance should be listed. Refer to the list provided at the top of Part D. For those owning less than 10% reporting the ownership is optional. Include those employees who direct, manage, or control the project. If, for example, a Professional Engineer has the power to determine how the project is conducted you should include him/her on Part D.

*What address and phone number should I use?*

Use the address and phone number where the person receives business correspondence.

*What are the begin and end dates for?*

**Begin dates** indicate when a person started in that position in your company. If an individual still works at the company you can simply fill in the begin date and leave the end date blank or write "N/A". **End dates** are used for indicating that someone no longer works in that capacity or is no longer employed at the company. **If an employee has held more than one position** or title, note the begin dates/end dates for each position.

ABANDONED MINE LANDS (AML) CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement (OSMRE) to determine if you are eligible to receive an AML contract. This requirement can be found under OSMRE's regulations at 30 CFR 874.16. **NOTE:** This form must be signed and **dated within 30 days** of submission to be considered for a current bid.

**Part A: General Information**

Business Name: White Brothers Consulting, LLC  
 Tax ID #: 45-3973723  
 Address: 447 Call Road Suite 216  
 City, State, & Zip: Charleston, WV 25312  
 Phone Number: 304-561-4477  
 Email Address: tim.white@white-brothers.com

**Part B: Obtain an Organizational Family Tree (OFT) from the Applicant Violator System (AVS)**

If you plan to certify the existing AVS information or submit updates under Part C, you must include an OFT. Instructions for downloading an OFT from the AVS can be found at: <https://www.osmre.gov/sites/default/files/2022-02/OMB%201029-0119%20instructions.pdf>. If you require assistance you may contact the AVS Office by phone at: 800-643-9748, or by email at: [avshelp@osmre.gov](mailto:avshelp@osmre.gov).

**Part C: Certifying and updating information in the AVS**

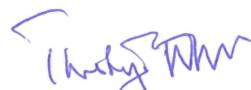
Select one of the options, follow the instructions for the selected option, sign, and date below.

I, \_\_\_\_\_, have express authority to certify that:  
 (Print Name)

1. Our business is listed in the AVS. The information is accurate, complete, and up to date. (If you select this option, you must attach an Entity OFT from the AVS to this form). Do not complete Part D.
2. Our business is in the AVS. The information needs to be updated. (If you select this option, you must attach an Entity OFT from the AVS to this form). Complete Part D to provide the missing or corrected information.
3. Our business is not listed in the AVS. The information needs to be added. Complete Part D to provide the information.

8/19/2025

Date

  
 Signature

Member

Title

**Part D: OFT Information**

Contractor's Business Name: White Brothers Consulting, LLC

If the current Entity OFT information for your business is incomplete in the AVS, or if there is no information in the AVS for your business, you must provide all of the following information as it applies to your business. Please include additional copies of this page if the space below is not sufficient to capture all information.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors, Partners, and Members;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.
- **Please list an end date for any person who is no longer with your business.**

Name: Timothy T. White  
 Address: 447 Call Road Suite 216  
 City, State, Zip: Charleston, WV 25312  
 Begin Date: 12/1/2011  
 End Date: \_\_\_\_\_  
 % Ownership: 100  
 Position/Title: Member  
 Phone Number: 304-561-4477

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Begin Date: \_\_\_\_\_  
 End Date: \_\_\_\_\_  
 % Ownership: \_\_\_\_\_  
 Position/Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Begin Date: \_\_\_\_\_  
 End Date: \_\_\_\_\_  
 % Ownership: \_\_\_\_\_  
 Position/Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Begin Date: \_\_\_\_\_  
 End Date: \_\_\_\_\_  
 % Ownership: \_\_\_\_\_  
 Position/Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

**PAPERWORK REDUCTION STATEMENT**

The Paperwork Reduction Act of 1995 (44 U.S.C 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to range from 15 minutes to one hour, with an average of 30 minutes per response, including time for reviewing instructions, gather and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, 1849 C Street, NW, Room 4559, Washington, DC 20240.



Presented To: **West Virginia Department of  
Environmental Protection, Office of  
Abandoned Mine Lands & Reclamation**

In Response To: AML-EOI Pre-Qualification for Consultants  
CEOR 0313 DEP2600000001

Date: August 19, 2025

### Expression of Interest

Submitted To:

Mr. Joseph (Josh) Hager III, Buyer  
Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305-0130



447 Call Road Suite 216  
Charleston, WV 25312

304.561.4477  
[www.white-brothers.com](http://www.white-brothers.com)



*White Brothers Consulting, LLC*  
447 Call Road, Suite 216  
Charleston, West Virginia 25312

*Phone: (304)561-4477*

*Web Address: [www.white-brothers.com](http://www.white-brothers.com)*

August 19, 2025

Mr. Joseph (Josh) E. Hager III, Buyer  
Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston WV 25305-0130

**Re: Expression of Interest  
AML-EOI Pre-Qualification for Consultants**

Dear Mr. Hager III:

White Brothers Consulting, LLC is pleased to submit this Expression of Interest to provide professional engineering services to the WV Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation (WVDEP/AML) for AML-EOI Pre-Qualification for Consultants.

Should you have any questions regarding the submittal or White Brothers Consulting, LLC, please do not hesitate to contact me.

Sincerely,

White Brothers Consulting, LLC

Timothy T. White, P.E.  
Member



Expression of Interest

## CEOR 0313 DEP2600000001 AML-EOI PRE-QUALIFICATION

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## About White Brothers Consulting, LLC

White Brothers Consulting, LLC (WBC), was founded in 2011 and has been offering engineering and surveying services to multiple clients across West Virginia for over thirteen years. Our focus has ranged from oil and gas development, where we designed access roads, drill pads and water impoundment structures, to private development and highways and bridges for the West Virginia Department of Transportation, Division of Highways. Projects have spanned from topographic survey and development of mapping to final plans for bridges and roadways. We also offer property surveys and complete all right -of-way plans for each highway and bridge project we undertake.

We have also provided construction surveying for contractors working on WVDEP-AML projects. Whereas WBC has not performed any engineering design for AML projects, we have staff that has completed AML projects under previous working engagements.

WBC has the capabilities and the experience to perform construction monitoring and oversight on projects to assure that the construction meets or exceeds the design project specifications.

### White Brothers Consulting, LLC SERVICES

- » Civil Engineering
- » Surveying and Mapping
- » Highway and Structural Design
- » Construction Monitoring



## Presentation of Expression of Interest

White Brothers Consulting, LLC, has prepared the following materials for this expression of interest. All work will comply with the Infrastructure Investment Jobs Act (IIJA) and all Federal, State and Local Laws. Based on our experience with WVDOH on providing right-of-way plans and assisting the WVDOH on acquisitions when required, WBC can readily handle the requirements for any AML design project when dealing with property owners.

WBC has developed construction plans for oil and gas sites over our history while abiding by the WVDEP requirements. We have also designed projects for the WVDOH for roadway and bridge replacements all over the state of West Virginia. WBC is familiar with hydraulics and all permitting required for projects, such as NPDES, 401/404 Permits and flood studies.

WBC will utilize Terracon Consultants, Inc., for any geotechnical and environmental services required for any specific project. Terracon has the capabilities to provide environmental solutions and possible permitting needed. On the geotechnical front, Terracon can provide borings and analysis to remediate any problem areas on an AML site. WBC has a long standing relationship with Terracon and will continue that tradition when providing AML design projects.

## WV Registered Professional Engineers (Civil or Mining) in the Primary Office

White Brothers Consulting, LLC, has two (2) WV Registered Professional Engineers. Kamal Sarma, Ph.D., P.E., has a primarily structural background and can design any structural items that may be required on any AML project.

- » Timothy T. White, P.E.  
Project Manager/Principal Engineer
  
- » Kamal Sarma, Ph.D., P.E.  
Senior Project Engineer

## KEY RESOURCES

### **Timothy T. White, P.E.**

Mr. White has provided Project Manager services for AML projects, as well as providing quality control, specifications and cost control.

### **Patrick Gill, P.S.**

Mr. Gill has performed AML construction layout and as-built surveys for contractors working on AML projects.

### **Jim Burnette, CADD**

Mr. Burnette has over sixty years of CADD experience, with a very wide range of projects completed over his career.

### **Steve Winters, Construction Manager, TRET V**

Mr. Winters is an experienced construction manager and has provided construction inspection on multiple projects over his thirty year career.

### **Steve Jarrell, CADD**

Mr. Jarrell has a vast background in construction inspection and design plan oversight and review. He is responsible for QA/QC on all projects.





## Reclamation Engineering Design Experience

Whereas White Brothers Consulting, LLC, does not have any prior design experience with the WVDEP-AML on projects, Timothy T. White, P.E., has a wide range of experience on projects at a prior work engagement. He has experience with wet and dry seals, landslide areas, and conveyance of drainage for each site.

For the projects listed below, Mr. White was the Project Manager and Lead Engineer, where he was responsible for overall design review, specifications and construction cost estimates:

- Morgan Run PA #2 and Roaring Creek #4, Preston County, WV
- Drews Creek Highwall, Raleigh County, WV
- Venus (Hamilton) Drainage, McDowell County, WV
- Kingwood Rt. 7 Highwall, Preston County, WV
- Shabbyroom Hollow Complex, McDowell County, WV
- Harris Branch Refuse Pile, McDowell County, WV
- Gains Highwall, Harrison County, WV
- Sarah Ann (Vance), Logan County, WV
- Garden Ground Highwalls, Phase I and Phase II, Fayette County, WV

## Available WV AML Design Teams

White Brothers Consulting, LLC, has the following staff available to assign to any potential project.

### Project Engineers

- » Timothy T. White, P.E.
- » Kamal Sarma, Ph.D., P.E.

### CAD Designers

- » Jim Burnette
- » Steve Jarrell

### Surveying

- » Patrick Gill, P.S.
- » Frank Roush
- » Greg Gillenwater

### Construction Inspection

- » Steve Winters

## Principles for Project Management Success

White Brothers Consulting, LLC (WBC) has implemented a strategy for successful project management in our firm.

White Brothers Consulting, LLC assigns a single point of contact manager for the term of the project. This manager is responsible for meeting with AML representatives to discuss the scope of the project and to begin the development of tasks for work. This gives the client a single point for obtaining information regarding status and cost of all work in process for the project.

The WBC Project Manager works directly with AML staff to complete the outlined tasks. The Project Manager will provide regular status reporting to AML as a source of information of the status and costs of the project.

# CERTIFICATE OF *Authorization*

STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS

*The West Virginia State Board of Registration for Professional Engineers  
having verified the person in responsible charge is registered in  
West Virginia as a professional engineer for the noted firm, hereby certifies*

**WHITE BROTHERS CONSULTING, LLC  
C04230-00**

*Engineer in Responsible Charge: TIMOTHY T. WHITE - WV PE 014275  
has complied with section §30-13-17 of the West Virginia Code governing  
the issuance of a Certificate of Authorization. The Board hereby notifies you of its  
certification with issuance of this Certification of Authorization for the period of:*

**January 1, 2024 - December 31, 2025**

*providing for the practice of engineering services in the State of West Virginia.*

IF YOU ARE REQUIRED TO REGISTER WITH THE SECRETARY OF STATE'S OFFICE,  
PLEASE SUBMIT THIS CERTIFICATE WITH YOUR APPLICATION.



IN TESTIMONY WHEREOF, THE WEST VIRGINIA STATE BOARD OF  
REGISTRATION FOR PROFESSIONAL ENGINEERS HAS ISSUED THIS COA  
UNDER ITS SEAL, AND SIGNED BY THE PRESIDENT OF SAID BOARD.

*Scott E. Thomas Jr.*

BOARD PRESIDENT



WEST VIRGINIA BOARD OF PROFESSIONAL SURVEYORS



Certificate of Authorization

White Brothers Consulting, LLC

Charleston, WV



CERTIFICATE OF AUTHORIZATION # 25-5812

This certificate is issued by the West Virginia Board of Professional Surveyors in accordance with W.Va. Code §30-13A-20. The person or organization identified on this certificate is licensed to conduct professional surveying and mapping services in the State of West Virginia for the period

January 1, 2024 through December 31, 2025

This certificate is not transferable and must be displayed at the office location for which issued.

In witness whereof, I have put my hand, this 01 day of January 25

2025

[Signature of Sefton R. Stewart]

Sefton R. Stewart, P.S., Chairman  
Lantz G. Rankin, P.S., Member



[Signature of James T. Rayburn]

James T. Rayburn, P.S., Secretary  
Gary Facemyer, P.E., P.S., Member

Douglas C. McElwee, Esq.

Public Member



## Resumes



White Brothers Consulting, LLC

## Timothy T. White, P.E.

Roadway and Site Design Engineer

Mr. White has more than thirty three years experience in both roadway design and construction. He also has experience in well pad and access road design. He has a strong background in geometric design, drainage, and all other facets to complete a set of plans for construction. He possesses the ability to see a project from beginning to end, and has experience ranging from a design engineer, to a project manager, to his last engagement as a Principal Engineer. He is the sole member of the firm.

### Education

- B.S. Civil Engineering, 1992  
West Virginia University

### Work Experience

- 2012-present  
White Brothers Consulting, LLC
- 2003-2011  
TERRADON Corporation
- 2000-2003  
The Louis Berger Group
- 1998-2000  
Wilbur Smith Associates
- 1993-1997  
Battle Ridge Companies/Ryder & Company
- 1992-1993  
West Virginia Department of Transportation

### Registration

- Professional Engineer in West Virginia, Ohio, Kentucky, Arkansas, Texas, Maryland, Pennsylvania, Virginia, Tennessee, and District of Columbia.

### Project Experience Highlights

#### Multiple Well Pads & Access Roads, Ritchie/Doddridge Counties, West Virginia

- Mr. White was the Engineer of Record in the design of well pads and associated access roads. Projects involved all facets of design, from preliminary site to final designs, and included all drainage and E&S design. Strict adherence to WVDEP permit requirements were obtained at all times.

#### Central Station Design/Build Bridge, Doddridge County, West Virginia

- Mr. White was the Roadway Design Engineer for the approaches for the replacement of a 80'-0" bridge. This project was a design build project with Bilco Construction for Antero Resources.
- Project included roadway design, drainage, and maintenance of traffic, as well as construction management and coordination.

#### Flood Projects, Kanawha/Roane Counties, West Virginia

- Mr. White was the Roadway Design Engineer for work associated with the flooding of June 2016
- Project included roadway design, drainage, and maintenance of traffic and acquiring all permits needed.

#### Wolfe Valley Girder Bridge, Mason County, West Virginia

- Mr. White was the Roadway Design Engineer for the approaches and detour for the replacement of a 75'-0" bridge.
- Project included roadway design, drainage, and maintenance of traffic and right of way plans.

#### White Oak Bridge Design Study, Boone County, West Virginia

- Project consisted of a design study for the replacement of a bridge on WV 3.
- Geometric design, drainage, maintenance of traffic, and a full study was completed for the WVDOH.



*White Brothers Consulting, LLC*

## **Timothy T. White, P.E.**

Roadway and Site Design Engineer

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### **Project Experience Highlights**

#### **Martinsburg Drainage Study, Berkeley County, West Virginia**

- Mr. White was the Design Engineer and Project Manager for the drainage study of a large urban area in Martinsburg. Study consisted of studying drainage conditions from five different date ranges, from 1964 to 2004. Overall results and recommendations for improving drainage was submitted to the WVDOH in a report format.

#### **CR 18/1, Raleigh County, West Virginia**

- Mr. White was the Roadway Design Engineer for the design of a new bypass for CR 18/1 around an existing railroad crossing. This project was for International Coal Group, and consisted of a new roadway alignment, associated drainage, pavement design, maintenance of traffic, and railroad coordination.

#### **US 35 Value Engineering, Putnam County, West Virginia**

- Mr. White was the Roadway Design Engineer for a Value Engineering project with Kanawha Stone Company on US 35 at the WV 34 Interchange. Design was for Ramp 1 relocation to eliminate additional cut. Project included roadway design, drainage design and coordination with the WVDOH.

#### **Fairmont Connector Value Engineering, Marion County, West Virginia**

- Mr. White was the Roadway Design Engineer for a Value Engineering project with Kanawha Stone Company on the Fairmont Connector. Design eliminated MSE walls and included the redesign of approximately 3,000 LF of mainline and the design of relocated side roads and bike path. Design incorporated new alignments, drainage design, water and sewer relocations and coordination with WVDOH.

#### **KY 15 Value Engineering, Breathitt County, Kentucky**

- Mr. White was the Roadway Design Engineer for a Value Engineering project with Kanawha Stone Company that eliminated additional excavation and relocated an access road. Project included roadway and drainage redesign.

#### **Virginia Hybrid Energy Center, Virginia City, VA**

- Mr. White was the Roadway Design Engineer for the approaches for two new bridges at a new Dominion Energy Plant. This project was a design build project with Vecellio & Grogan. Project consisted of bridge lengths of 72'-0" and 100'-0".

#### **WV 73 Turning Lanes, Logan County, West Virginia**

- Mr. White produced a set of plans for the turning lanes for the Fountain Place Development near Logan. Project included roadway design, drainage design and maintenance of traffic plans.

#### **Monongahela River Bridge and Approaches, Marion County, WV**

- Mr. White was the Senior Roadway Design Engineer responsible for all roadway design for a 1500' bridge and approaches near Rivesville, WV. All drainage, maintenance of traffic, signing, pavement markings and geometric layout was done by Mr. White. Project also consisted of a design study where three alternate alignments were studied and a design study report was completed for the WVDOH.



*White Brothers Consulting, LLC*

## **Timothy T. White, P.E.**

Roadway and Site Design Engineer

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### **Project Experience Highlights**

#### **Robinson Fork Bridge, Clay County, West Virginia**

- Mr. White was the Roadway Design Engineer for the approaches for the replacement of a 80'-0" bridge.
- Project replaced bridge washed away during the floods of June 2016.

#### **Rattlesnake Bridge, Fayette County, West Virginia**

- Mr. White was the Roadway Design Engineer for the approaches for the replacement of a 80'-0" bridge.
- Project replaced bridge and was a design build with Bilco Construction for Alpha Natural Resources.

#### **City Beer Overpass Bridge, Wood County, West Virginia**

- Mr. White was the Roadway Design Engineer for the approaches for the replacement of a 153'-0" bridge on I-77.
- Project included roadway design, drainage, and maintenance of traffic. Project required a cross-over for MOT.

#### **Groves Creek Box Culvert, Clay County, West Virginia**

- Mr. White was the Roadway Design Engineer for the approaches for the replacement of a concrete box culvert.
- Project replaced bridge washed away during the floods of June 2016.

#### **Laurel Fork Campground Bridge, Randolph County, West Virginia**

- Mr. White was the Roadway Design Engineer for the approaches for the replacement of a 55'-0" bridge. This project was a design build project with Bilco Construction.
- Project included roadway design, drainage, and maintenance of traffic.

#### **Sleeths Run Bridge, Lewis County, West Virginia**

- Mr. White was the Roadway Design Engineer for the approaches for the replacement of a 200'-0" bridge.
- Project included roadway design, drainage, and maintenance of traffic and right of way plans.

#### **Sedalia Arch Bridge, Doddridge County, West Virginia**

- Mr. White was the Roadway Design Engineer for the approaches and detour for the replacement of a 72'-0" bridge.
- Project included roadway design, drainage, and maintenance of traffic and right of way plans.

#### **US 19 Widening, Summersville, Nicholas County, West Virginia**

- Project consists of widening a four-lane corridor to six lanes, along with two frontage roads.
- Geometric design, drainage, maintenance of traffic, and signing and marking plans are all a part of this project.

#### **St. Mary's Bypass, Pleasants County, West Virginia**

- Mr. White did a roadway design study for the WVDOT that consisted of evaluating alternates for the bypass and connection of WV 16 to the Ohio River bridge crossing.
- Project consisted of plans and a design study report that was delivered to the WVDOT



*White Brothers Consulting, LLC*

## **Timothy T. White, P.E.**

Roadway and Site Design Engineer

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### **Project Experience Highlights**

#### **Milton Crossing Turning Lanes, Cabell County, West Virginia**

- Mr. White was the Design Engineer and Project Manager for the design of new turning lanes for the Milton Crossing Center. Design included roadway design, drainage design, maintenance of traffic and coordination with the WVDOH.

#### **US 50 Turning Lane, Doddridge County, West Virginia**

- Mr. White was the Roadway Design Engineer for the design of a new turning lane of US 50 for the new Doddridge County High School. Project included coordination with the WVDOH.

#### **US 50 Corridor D, Wood County, West Virginia**

- Mr. White was the Roadway Design Engineer for the design of 2.5 miles of a new, four-lane divided highway. Project included two new interchanges. Design responsibilities included all geometric design, drainage design and maintenance of traffic.

#### **Sam Houston Tollway, Houston, Texas**

- Mr. White was the Roadway Design Engineer for two bridge widening projects on the Sam Houston Tollway. Design included geometric layout and design.

#### **Carson City Bypass, Carson City, Nevada**

- Mr. White provided a design layout for a new interchange for the Carson City Bypass in Nevada.

#### **US 35 Design Build Project, Putnam County, West Virginia**

- Mr. White was the Roadway Design Engineer for a design build team on the US 35 project. Although the team was unsuccessful in the final bid, Mr. White was responsible for all geometric design for 6 miles of a new four-lane divided highway. He incorporated the geotechnical design parameters and completed the design in the span of 2 months.

#### **I-40 Widening, North Little Rock, Arkansas**

- Mr. White was the Lead Roadway Design Engineer for the design of 6.5 miles of widening of I-40 from four lanes to six lanes. He was responsible for all geometric design, superelevation design, and maintenance of traffic. The MOT required that two lanes were to be open in each direction at all times. When bid, this project was the largest contract in AHTD history. Mr. White was engineer of record for this project.

#### **Morgan Run PA#2 and Roaring Creek #4, Preston County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for two Abandoned Mine Land (AML) projects. Projects consisted of mine portal closings and a major refuse pile regrade. Mr. White wrote all specifications and construction cost estimates.

#### **Drews Creek Highwall, Raleigh County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for an Abandoned Mine Land (AML) project. Project consisted of three mine portal closings and a major landslide. Mr. White wrote all specifications and construction cost estimates.



*White Brothers Consulting, LLC*

## **Timothy T. White, P.E.**

Roadway and Site Design Engineer

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### **Project Experience Highlights**

#### **Venus (Hamilton) Drainage, McDowell County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for an Abandoned Mine Land (AML) project. Project consisted of one draining portal and associated drainage. Mr. White wrote all specifications and construction cost estimates.

#### **Kingwood Rt. 7 Highwall, Preston County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for an Abandoned Mine Land (AML) project. Project consisted of multiple portal closings, approximately 750 LF of highwall regarding, and a refuse pile regrade. Mr. White wrote all specifications and construction cost estimates.

#### **Shabbyroom Hollow Complex, McDowell County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for an Abandoned Mine Land (AML) project. Project consisted of three separate sites, and work varied from portal closings, to drainage, and refuse pile regrading. Mr. White wrote all specifications and construction cost estimates.

#### **Harris Branch Refuse Pile, McDowell County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for an Abandoned Mine Land (AML) project. Project consisted of a refuse pile regrade. Mr. White wrote all specifications and construction cost estimates.

#### **Gains Highwall, Harrison County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for an Abandoned Mine Land (AML) project. Project consisted of three sites and varied from a landslide, to portal closings and a highwall regrade. Mr. White wrote all specifications and construction cost estimates.

#### **Sarah Ann (Vance), Logan County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for an Abandoned Mine Land (AML) project. Project consisted of multiple mine portal closings, drainage, and a major landslide. Mr. White wrote all specifications and construction cost estimates.

#### **Garden Ground Highwalls, Phase I and II, Fayette County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for an Abandoned Mine Land (AML) project. Project consisted of over fourteen miles of highwall regrade for the proposed Bechtel Summit Boy Scout Camp. Project also included over 100 portal closings and associated drainage. Mr. White wrote all specifications and construction cost estimates.



*White Brothers Consulting, LLC*

## **Timothy T. White, P.E.**

Roadway and Site Design Engineer

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### **Project Experience Highlights**

#### **Mill Branch Bridge, Hampshire County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for the design of a 65'-0" single span design build bridge project.

#### **Brushy Run Bridge, Pendleton County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for the design of a 75'-0" single span design build bridge project.

#### **Dye Bridge, Ritchie County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for the design of a 90'-0" single span design build bridge project.

#### **Cicerone Bridge, Roane County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for the design of a 120'-0" single span design build bridge project.

#### **Harvey Chapel Bridge, Mason County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for the design of a 46'-0" single span bridge project.

#### **White Oak Drive Bridge, Kanawha County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for the design of a 100'-0" single span bridge project.

#### **Thorofare Road Bridge, Kanawha County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for the design of a 50'-0" single span bridge project.

#### **Evitts Creek Bridge, Jefferson County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for the design of a 65'-0" single span bridge project.

#### **Maysville Spring Bridge, Grant County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for the design of a deck slab replacement bridge project.

#### **Stony River Bridge, Grant County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for the design of a 148'-0" single span bridge project.

#### **Bloomery Pike MP 2.31 & Bloomery Pike MP 3.10 Bridges, Hampshire County, West Virginia**

- Mr. White was the Project Manager and Lead Engineer for the design of two 50'-0" single span bridge projects.





White Brothers Consulting, LLC

## Patrick D. Gill, P.S.

Professional Surveyor

Mr. Gill's primary responsibilities include survey design and project support. Gill's typical project tasks include: survey crew management, boundary solution, courthouse research, survey data reduction, and construction stakeout data preparation. Mr. Gill has extensive experience with WVDOH surveying, as he has retired from the State.

### Education

- A.S. Degree in Civil Engineering Technology  
Hartford State Technical College

### Work Experience

- 2019-present  
White Brothers Consulting, LLC
- 2013-2019  
WVDOH District 7
- 2010-2013  
WVDOH District 1
- 2007-2010  
Frito Lay
- 1992-2007  
Industrial Maintenance Tech
- 1984-1992  
Land Surveyor, Various Firms

### Registration

- Professional Surveyor in West Virginia, P.S. 2209

### Project Experience Highlights

#### Survey Coordinator, WVDOH District 7, Weston, WV

- Liaison with engineers within the DOH as well as consultants and contractors. Planning and scheduling jobs, supervision and training of survey personnel. Assisted with drone surveys and tripod mounted LiDAR surveys.

#### Survey Party Chief. WVDOH, District One, Charleston, WV

- Bridge and highway surveying, topographic surveying, right of way, and construction layout using GPS, robotic total station and data collector. Trimble Software used in the field and office. CADD using both Microstation and InRoads. Supervision and training of survey crew in District 1.

#### Survey Manager

- Leading White Brothers surveying department, Patrick leads field crews in work ranging from simple boundary surveys to bridge layout for contractors.

#### Survey Manager AML Construction

- Patrick has been involved and managed our survey crews for AML construction layout, as well as performing as-built surveys and associated drawings for final quantities and approval from the WVDEP-AML office.



## **Steven D. Winters**

**Construction Manager – TRET V**

Mr. Winters leads our CEI department and had incurred over 30 years working on WVDOH projects. His experience includes numerous highway bridge and roadway projects serving on consultant and contracting side making him very diverse with working with contactors.

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### **Project CEI Experience Highlights-WVDOH**

#### **Earl Vickers Bridge, Fayette County, WV**

- Mr. Winters worked as lead inspector on the Earl Vickers Bridge located in Montgomery, Fayette County, WV. Project consisted of staged construction replacement of Rt 60 overpass Bridge. Project also consisted of LMC Deck Overlay, Concrete patching repairs, steel repairs, Handrailing replacement, Concrete Protective Coatings, Expansion Dam Replacement, ETC.

#### **Save A Lot Bridge, McDowell County, WV**

- Mr. Winters served as Project Supervisor on the Save A Lot Bridge located in Welch, McDowell County, WV. Project consisted of replacement of existing bridge structure with Concrete Beams and poured deck.

#### **US RT 35 Design Build, Mason/Putnam Counties, WV**

- Mr. Winters served as QAM Inspector and QC Inspector Manager on the final section of US Route 35 Design – Build located in Mason/Putnam Counties, WV This project consisted of new construction of Bridge and Roadway (Grade and Drainage) for 14.92 Miles.

#### **Blennerhassett Bridge RT 50 over Ohio River, WVDOT**

- Mr. Winters served as Inspector\Materials QA on the Blennerhassett Bridge located in Wood County, WV. Performed daily inspection responsibilities as well as performed QA materials sampling for the project.

#### **Other WVDOT Experience**

- Mr. Winters served as Project manager\Estimator for Highways Contractor installing materials on a vast number of WVDOT projects in all Districts.
- Mr. Winters served as Field Layout Engineer\Materials Technician for Highways Contractor on a vast number of WVDOT projects in all Districts.

# AML Consultant Qualification Questionnaire (CQQ)

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION AML CONSULTANT QUALIFICATION QUESTIONNAIRE Attachment "A"			
PROJECT NAME AML-EOI Pre-Qualification for Consultants		DATE (DAY, MONTH, YEAR) 08/18/2025	FEIN 45-3976723
1. FIRM NAME White Brothers Consulting, LLC		2. HOME OFFICE BUSINESS ADDRESS 447 Call Road Suite 216, Charleston, WV 25312	3. FORMER FIRM NAME
4. HOME OFFICE TELEPHONE (304) 561-4477	5. ESTABLISHED (YEAR) 2011	6. TYPE OWNERSHIP <input checked="" type="checkbox"/> Individual Corporation Partnership Joint-Venture	6a. WV REGISTERED DBE (Disadvantaged Business Enterprise) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE 447 Call Road Suite 216, Charleston, WV 25312 / (304)-561-4477 / Timothy T. White, P.E., Member / 5 people			
8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM Timothy T. White, P.E., Member		8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS	
9. PERSONNEL BY DISCIPLINE			
<input type="checkbox"/> ADMINISTRATIVE	<input type="checkbox"/> ECOLOGISTS	<input type="checkbox"/> LANDSCAPE ARCHITECTS	<input type="checkbox"/> STRUCTURAL ENGINEERS
<input type="checkbox"/> ARCHITECTS	<input type="checkbox"/> ECONOMISTS	<input type="checkbox"/> MECHANICAL ENGINEERS	<input type="checkbox"/> SURVEYORS
<input checked="" type="checkbox"/> CADD OPERATORS	<input type="checkbox"/> ELECTRICAL ENGINEERS	<input type="checkbox"/> MINING ENGINEERS	<input type="checkbox"/> TRAFFIC ENGINEERS
<input type="checkbox"/> CHEMICAL ENGINEERS	<input type="checkbox"/> ENVIRONMENTALISTS	<input type="checkbox"/> PHOTOGRAMMETRISTS	<input checked="" type="checkbox"/> TRANSPORTATION ENGINEERS
<input type="checkbox"/> CIVIL ENGINEERS	<input type="checkbox"/> ESTIMATORS	<input type="checkbox"/> PLANNERS: URBAN/REGIONAL	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> CONSTRUCTION INSPECTORS	<input type="checkbox"/> GEOLOGISTS	<input type="checkbox"/> SANITARY ENGINEERS	
<input type="checkbox"/> DESIGNERS, HIGHWAY	<input type="checkbox"/> HISTORIANS	<input type="checkbox"/> SOILS ENGINEERS	
<input type="checkbox"/> DRAFTSMEN	<input type="checkbox"/> HYDROLOGISTS	<input type="checkbox"/> SPECIFICATION WRITERS	
			<input checked="" type="checkbox"/> TOTAL PERSONNEL
<p><b>TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: <u>2</u></b></p> <p><b>*RPEs other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.</b></p>			
10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE? <input type="checkbox"/> YES <input type="checkbox"/> NO			

11. OUTSIDE KEY CONSULTANTS/SUB-CONSULTANTS ANTICIPATED TO BE USED. Attach "AML Consultant Qualification Questionnaire".		
NAME AND ADDRESS: Terracon Consultants, Inc. 912 Morris Street Charleston, WV 25301	SPECIALTY: Geotechnical, Drilling, Environmental Services	WORKED WITH BEFORE  <input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes  <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes  <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes  <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes  <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes  <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes  <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes  <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes  <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes  <input type="checkbox"/> No

12. A.	Is your firm experienced in Abandoned Mine Lands Remediation/Mine Reclamation Engineering?
	YES Description and Number of Projects: <b>NO</b>
B.	Is your firm experienced in Soil Analysis?
	YES Description and Number of Projects: <b>NO</b>
C.	Is your firm experienced in hydrology and hydraulics?
	<b>YES</b> Description and Number of Projects: <b>24 WVDOH Hydraulic Analysis and Studies for bridge projects over streams.</b> NO
D.	Does your firm produce its own Aerial Photography and Develop Contour Mapping?
	YES Description and Number of Projects: <b>NO We can set panels for aerial photography. We have GPS and conventional surveying tools to perform contour mapping.</b>
E.	Is your firm experienced in domestic waterline design? (Include any experience your firm has in evaluation of aquifer degradation as a result of mining.)
	<b>YES</b> Description and Number of Projects: <b>3 Waterline relocation designs for WVDOH projects. 1 waterline project for small subdivision in Charleston, WV</b> NO
F.	Is your firm experienced in Acid Mine Drainage Evaluation and Abatement Design?
	YES Description and Number of Projects: <b>NO</b>

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES <b>RESPONSIBLE FOR AML PROJECT DESIGN</b> (Furnish complete data but keep to essentials)			
NAME & TITLE (Last, First, Middle Int.) <b>White, Timothy T., P.E.</b> <b>Project Manager, Principal Civil Engineer</b>	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE: <b>4</b>	YEARS OF AML RELATED DESIGN EXPERIENCE: <b>15</b>	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE: <b>2</b>
Brief Explanation of Responsibilities <b>Project Manager is responsible for resource management to assure project schedule and cost. Engineer responsible for grading, hydraulic design, erosion and sediment control, natural stream channel assessment and design.</b>			
EDUCATION (Degree, Year, Specialization) <b>B.S., 1992, Civil Engineering</b>			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS <b>American Council of Engineering Companies</b>		REGISTRATION (Type, Year, State) <b>P.E., 1999, OH; P.E., 1999, WV; P.E., 2007, VA; P.E., 2008, MD; P.E., 2008, PA; P.E., 2001, AR; P.E, 2003, TX; P.E., 2008, TN; P.E., 2001, KY</b>	
13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES <b>RESPONSIBLE FOR AML PROJECT DESIGN</b> (Furnish complete data but keep to essentials)			
NAME & TITLE (Last, First, Middle Int.) <b>Gill, Patrick D., P.S.</b> <b>Surveying Department Head</b>	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE: <b>0</b>	YEARS OF AML RELATED DESIGN EXPERIENCE: <b>1</b>	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE: <b>0</b>
Brief Explanation of Responsibilities <b>In charge of all surveying and mapping for projects.</b>			
EDUCATION (Degree, Year, Specialization) <b>A.S., 1990, Civil Engineering Technology</b>			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS <b>West Virginia Association of Land Surveyors</b>		REGISTRATION (Type, Year, State) <b>P.S. WV 2010</b>	

14. PROVIDE A LIST OF SOFTWARE AND EQUIPMENT AVAILABLE IN THE PRIMARY OFFICE WHICH WILL BE USED TO COMPLETE AML DESIGN SERVICES

**Software**

**Autodesk 2022 Civil 3D**

**Lpile**

**TR 55, TR 20, TR 66 (Sites) - Hydrology**

**HEC 6.5 – Hydrology**

**Microstation V8i**

**Surveying Equipment**

**Trimble RTK Global Positioning Total Station**

**Trimble R12 GPS**

**Printing/Plotting/Reproduction**

**HP DesignJet T730 Plotter**

**Ricoh C4500 Printer/Copier**



15. PRESENT ACTIVITIES ON WHICH YOU ARE THE DESIGNATED ENGINEER OF RECORD			
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
<b>Squire Arch Bridge Bridge Replacement McDowell County, WV</b>	<b>WVDOT District 10 Princeton, WV</b>	<b>\$1,525,000</b>	<b>37%</b>
<b>Louden Heights Bridge Design Study Kanawha County, WV</b>	<b>WVDOT District 1 Charleston, WV</b>	<b>\$7,000,000</b>	<b>42%</b>
<b>Jordan Run Bridge Bridge Replacement Grant County, WV</b>	<b>WVDOT District 5 Burlington, WV</b>	<b>\$2,600,000</b>	<b>22%</b>
<b>Sewell Creek Bridge Bridge Rehab/Replacement Greenbrier County, WV</b>	<b>WVDOT District 9 Lewisburg, WV</b>	<b>\$1,700,000</b>	<b>20%</b>
<b>Spring Frk Box Culvert Box Culvert Rehabilitation Mingo County, WV</b>	<b>WVDOT District 2 Huntington, WV</b>	<b>\$750,000</b>	<b>0%</b>
<b>Rhodell Br No. 3 Bridge Replacement Raleigh County, WV</b>	<b>WVDOT District 10 Princeton, WV</b>	<b>\$1,340,000</b>	<b>60%</b>
<b>East River Mountain Tunnel OP Bridge Rehabilitation Mercer County, WV</b>	<b>WVDOT District 10 Princeton, WV</b>	<b>\$5,700,000</b>	<b>20%</b>

Continued on next page

15. PRESENT ACTIVITIES ON WHICH YOU ARE THE DESIGNATED ENGINEER OF RECORD			
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
TOTAL NUMBER OF PROJECTS: 7		TOTAL ESTIMATED CONSTRUCTION COSTS: <b>\$20,615,000</b>	

16. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS SERVING AS A SUB-CONSULTANT TO OTHERS					
PROJECT NAME, TYPE AND LOCATION	NATURE OF FIRMS RESPONSIBILITY	NAME AND ADDRESS OF OWNER	ESTIMATED COMPLETION DATE	ESTIMATED CONSTRUCTION COST	
				ENTIRE PROJECT	YOUR FIRMS RESPONSIBILITY

Continued on next page

17. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM WAS THE DESIGNATED ENGINEER OF RECORD				
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)
Henley Deemer Bridge Design Build Bridge Replacement Scioto County, OH	Scioto County Engineer 602 Seventh St Portsmouth, OH 45662	\$600,000	2023	Yes
Harvey Chapel Bridge District One Mason County, WV	WVDOT Building 5, Room A-110 1900 Kanawha Blvd. East Charleston WV 25305	\$415,000	2019	Yes
Capehart Bridge District One Mason County, WV	WVDOT Building 5, Room A-110 1900 Kanawha Blvd. East Charleston WV 25305	\$600,000	2019	Yes
Fairgreens Road Slip Repair Design Build Jackson County, OH	Jackson County Engineers Office 3062 Clary Rd Jackson, OH 45640	\$400,000	2023	Yes
Maysville Spring Bridge District 5 Grant County, WV	WVDOT District 5 Burlington, WV	\$625,000	2019	Yes
White Oak Drive Bridge District One Kanawha County, WV	WVDOT Building 5, Room A-110 1900 Kanawha Blvd. East Charleston WV 25305	\$495,000	2020	Yes
Henley Deemer Bridge Design Build Bridge Replacement Scioto County, OH	Scioto County Engineer 602 Seventh St Portsmouth, OH 45662	\$600,000	2023	Yes
Harvey Chapel Bridge District One Mason County, WV	WVDOT Building 5, Room A-110 1900 Kanawha Blvd. East Charleston WV 25305	\$415,000	2019	Yes

Continued on next page

17. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM WAS THE DESIGNATED ENGINEER OF RECORD				
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)
Brick Street Bridge District 10 Princeton, WV	WVDOT Building 5, Room A-110 1900 Kanawha Blvd. East Charleston WV 25305	\$2,148,000	2019	Yes
Thorofare Road Bridge District One Kanawha County, WV	WVDOT Building 5, Room A-110 1900 Kanawha Blvd. East Charleston WV 25305	\$500,000	2020	Yes
Evitts Creek Bridge District Five Jefferson County, WV	WVDOT District 5 Burlington, WV	\$1,400,000	2022	Yes
Stony River Bridge District Five Grant County, WV	WVDOT District 5 Burlington, WV	\$3,450,000	2022	Yes
Bloomery Pike Bridge 2 District Five Hampshire County, WV	WVDOT District 5 Burlington, WV	\$1,150,000	2022	Yes
Bloomery Pike Bridge District Five Hampshire County, WV	WVDOT District 5 Burlington, WV	\$1,100,000	2022	Yes
PFC Tracy Rohrbaugh Memorial Bridge District Five Grant County, WV	WVDOT District 5 Burlington, WV	\$1,451,328	2024	Under Const.
Tunnel Bridge Bridge Replacement Greenbrier County, WV	WVDOT Charleston, WV	\$10,971,500	2024	Under Const.
Youth Camp Girder Bridge Bridge Replacement Upshur County, WV	WVDOT Charleston, WV	\$1,422,625	2024	Under Const.
Tompkins Crossing Bridge Bridge Rehabilitation Kanawha County, WV	WVDOT District 1 Charleston, WV	\$2,736,300	2024	Under Const.

Continued on next page


18. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM HAS BEEN A SUB-CONSULTANT TO OTHER FIRMS (INDICATE PHASE OF WORK FOR WHICH YOUR FIRM AS RESPONSIBLE)					
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST OF YOUR FIRM'S PORTION	YEAR	CONSTRUCTED (YES OR NO)	FIRM ASSOCIATED WITH
Jeffers Road Bridge Design Build Athens County, OH	Athens County Engineer 16000 Canaanville Rd Athens, OH 45701	\$522,000	2024	Yes	Alan Stone Company
Allison Road Bridge Design Build Athens County, OH	Athens County Engineer 16000 Canaanville Rd Athens, OH 45701	\$522,000	2024	Yes	Alan Stone Company
Lawrence County Bridge Replacement/Design Build Lawrence County, OH	Lawrence County Engineer 3001 S. 6 <sup>th</sup> St. Ironton, OH 45638	\$675,000	2024	Yes	Alan Stone Company
Virginia Terrace +5 ADA Design Build Sistersville, WV	WVDOT District 6 Moundsville, WV	\$294,975	2024	Yes	Alan Stone Company

18. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM HAS BEEN A SUB-CONSULTANT TO OTHER FIRMS (INDICATE PHASE OF WORK FOR WHICH YOUR FIRM AS RESPONSIBLE)					
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST OF YOUR FIRM'S PORTION	YEAR	CONSTRUCTED (YES OR NO)	FIRM ASSOCIATED WITH

19. Use this space to provide any additional information or description of resources supporting your firm's qualifications to perform work for the West Virginia Abandoned Mine Lands Program.

**TERRADON has extensive experience in both wet and dry mine seals, with or without bat gates. Our recent experience with Stonecoal Creek had over two dozen mine seals, and Morgan Run had over twenty as well. In addition, we have done regrading on numerous refuse piles and highwalls including Jenkin Jones, Micajah, Linger, Camp Mahonegan, Cedar Creek, Roaring Creek and Tuppens Creek, Gerath and Drews Creek Landslides. We have experience regarding over 6 miles of dangerous highwall on the Garden Ground site in Fayette County. TERRADON also has experience designing road upgrades and pile and lagging walls, as well as experience in drainage design on all projects.**

20. The foregoing is a statement of facts.

Signature:  Title: **Member**

Printed Name: **Timothy T. White, P.E.**

Date: **August 18, 2025**

NOTE: THIS DOCUMENT WILL BECOME VOID AFTER DECEMBER 31 IN CALENDAR YEAR OF DATE HEREON.

# AML and Related Project Experience Matrix



### AML-EOI Pre-Qualification for Consultants

WHITE BROTHERS CONSULTING, LLC AML and RELATED PROJECT EXPERIENCE MATRIX																				
PROJECT NAME	Exp. Basis C=Corp. P=Personal *	Additional Info Provided in Section (s) **	PROJECT EXPERIENCE														PRIMARY STAFF PARTICIPATION/CAPACITY M=Management P=Professional ***			
			Abandoned Surface Mine Reclamation	Abandoned Deep Mine Reclamation	Portal/Shaft Closure	Hydrologic/Hydraulic Design/Eval.	Remining Evaluation	Mine/Refuse Fire Abatement	Subsidence Investigation Mitigation	Hazardous Waste Disposal	Project Specifications	Water Quality Evaluation/Mitigation/ Replacement	Construction Inspection/Management	Water Treatment	Equipment/Structure Removal	Stream Restoration	Geotechnical/Stability	Tim White, P.E.		
Morgan Run PA #2	P	yes	X		X	X		X			X				X		X	M/P		
Drews Creek "A" Highwall	P	yes	X		X	X					X					X		M/P		
Venus (Hamilton, R) Drainage	P	yes	X		X	X					X							M/P		
Sara Ann (Vance) Drainage	P	yes	X		X	X					X			X		X		M/P		
Garden Ground Highwalls	P	yes	X		X	X					X			X		X		M/P		
Kingwood Rt 7 Highwall	P	yes	X		X	X		X			X							M/P		
Shabbyroom Hollow Complex	P	yes	X		X	X					X							M/P		
Gains Highwall	P	yes	X		X	X					X							M/P		
Harris Branch Refuse Pile	P	yes	X					X			X							M/P		

\* List whether project experience is corporate or personal based or both.  
 \*\* Use this area to provide specific sections or pages if needed for reference.  
 \*\*\* List primary design personnel and their functional capacity for the projects listed.

