



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

State of West Virginia Purchase Order

Order Date: 09-29-2021

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CPO 0313 9171 DEP2200000013 1	Procurement Folder:	835175
Document Name:	EOI - Ethel Hollow Phase II and Phase III	Reason for Modification:	Award of CEOI DEP2100000003
Document Description:	EOI - Ethel Hollow Phase II and Phase III		
Procurement Type:	Central Purchase Order		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000210866 ALLIANCE CONSULTING INC 124 PHILPOTT LN BEAVER WV 25813 US Vendor Contact Phone: 3042550491 Extension: 146 Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Katrina J Dufourny Requestor Phone: (304) 926-0499 Requestor Email: katrina.j.dufourny@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

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

9-30-21
BA

Purchasing Division's File Copy

Total Order Amount: \$115,813.84

ENTERED

9-29-2021

PURCHASING DIVISION AUTHORIZATION DATE: Linda Harper 9/30/21 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: John S. Gray ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: Beverly Tolson 9-30-21 ELECTRONIC SIGNATURE ON FILE
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9/30/2021

Extended Description:

The vendor, Alliance Consulting, Inc., agrees to enter this fixed amount contract with the agency, The West Virginia Department of Environmental Protection, for the architectural/engineering design services for the Ethel Hollow Phase II and Phase II Project in Logan County, WV per the attached specifications, terms and conditions, Addendum #1 issued 2/17/2021, the vendor's submitted bid dated 3/17/2021 and negotiated price dated 8/03/2021 all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	115813.84
Service From	Service To	Manufacturer		Model No	
2021-01-26	2022-01-25				

Commodity Line Description: EOI Engineering Design Services

Extended Description:

*Dates of Service is estimated.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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 One thousand ninety five (1,095) calendar 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

☐ **Other:** See attached.

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

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

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

6. 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 below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

☐ **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.

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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 and must include the State as an additional insured on each policy 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 or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 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.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

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

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

15. 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 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.

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 with regard to 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

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

Revised 01/09/2020

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

45. 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.

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.

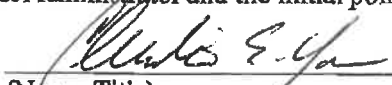
2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings 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.

 President

(Name, Title)
Claudio E. Yon, President

(Printed Name and Title)
124 Philpott Lane, Beaver, WV 25813

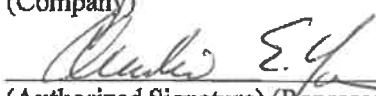
(Address)
304-255-0491/304-255-4232

(Phone Number) / (Fax Number)
cyon@aci-wv.com

(email address)

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

Alliance Consulting, Inc.

(Company)
 President

(Authorized Signature) (Representative Name, Title)
Claudio E. Yon, President

(Printed Name and Title of Authorized Representative)
March 17, 2021

(Date)
304-255-0491/304-255-4232

(Phone Number) (Fax Number)

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)

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Alliance Consulting, Inc.

Company



Authorized Signature

March 17, 2021

Date

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

EXPRESSION OF INTEREST

Ethel Hollow Phase II and Phase III CRQS: DEP21*12

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background:** Firms are to be licensed Architectural/Engineering Firms (A/E) in the State of West Virginia and should be familiar with and have successful track record of design of similar projects. The anticipated contract will be for “full service” A/E design. Aspects of the design are to include, but not be limited to; Civil, Geological and Hydrological.

The successful A/E Firm will be responsible for Design of the following:

- Access or accesses as required.
- Geotechnical analysis.
- Hydrologic and hydraulic analyses.
- Clear and grub affected areas.
- Regrade as necessary.
- Install drainage channels, underdrains, and/or other controls to safely convey water off-site.
- Condition and revegetate all disturbed areas.
- Obtain required permits as determined at the pre-design meeting.

Preliminary design documents will be due 60 days from the issuance of the Purchase Order.

This project is located near the community of Ethel, West Virginia, in Logan County. A site visit will be performed with the highest scoring Vendor during the negotiation phase of this solicitation.

- 2. Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:

- 2.1. Develop construction plans and technical specifications to reclaim refuse piles.
- 2.2. Design plans and develop specifications to control any associated water with the site.
- 2.3. Design plans and develop specifications for limits of disturbance, storm water control and erosion and sediment prevention. All disturbed areas are to be regraded and revegetated.
- 2.4. Obtain all required permits as determined at the pre-design meeting.

EXPRESSION OF INTEREST

Ethel Hollow Phase II and Phase III CRQS: DEP21*12

- 3. Qualifications, Experience, and Past Performance:** Vendors should provide 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.

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").

- 4. Oral Presentations/Interviews:** The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted proposal, but only clarify information already submitted. A description of the materials and information to be presented is provided below:

4.1. Materials and Information Required at Oral Presentation/Interviews:

An Oral Presentation will be conducted with the three firms selected as the most qualified by the WVDEP Selection Committee. The Committee will schedule the interviews. The format for the interviews will be a 15-30 minute PowerPoint presentation consisting, at a minimum, of the following:

- Corporate/personnel experience as it relates to the project or projects
- Proposed project management plan
- Key personnel available for the proposed work
- Proposed subcontractors (mapping, geotechnical, etc.)
- Product quality control
- Project cost control
- Project Schedule

EXPRESSION OF INTEREST

Ethel Hollow Phase II and Phase III CRQS: DEP21*12

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with W. Va. Code §5G-1-3. That Code section requires the following related to evaluation and award:
 - 3.1. **Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
 - 3.1.1. evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
 - 3.1.2. conduct interviews with each of the three firms selected.
 - 3.1.3. rank the three selected firms in order of preference
 - 3.1.4. and commence scope of service and price negotiations with the highest qualified professional firm.

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

EXPRESSION OF INTEREST

Ethel Hollow Phase II and Phase III CRQS: DEP21*12

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.

- 3.2. **Three Firm Evaluation Rankings:** The Agency will evaluate the three firms that have been determined most qualified to perform the desired service. The evaluation criteria are defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- | | |
|---|---|
| • Qualifications, Experience, and Past Performance |  Points Possible |
| • Goals and Objectives: –
Anticipated Concepts and Methods of Approach |  Points Possible |
| • <u>Oral Interview</u> |  Points Possible |
| Total | 100 |

- 3.3 **Contractor Information Form (AVS):** Vendor must complete an AVS (Applicant Violator System) form to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement. This requirement applies to contractors and their sub-contractors and is found under OSMRE's regulations at 30 CFR 874.16. Vendor must sign and date it. Form must be completed within 30 days of award to be considered for award. The completion of the form will be requested by the Agency after evaluation and prior to award of the purchase order.



Engineers · Constructors · Scientists

August 3, 2021

Project No. B21-281-1355

(Via Email Only)

Mr. Jonathan Holbert, P.E.
Southern Design Administrator
WVDEP DIVISION OF LAND RESTORATION
OFFICE OF ABANDONED MINE LANDS AND RECLAMATION
57TH ST SE
Charleston, WV 25304
jonathan.r.holbert@wv.gov

Work Scope for Ethel Hollow
Phase II-Site A and Phase II-Site B
Reclamation Permitting and Engineering Design
Logan County, Ethel, WV

Dear Mr. Holbert:

Alliance Consulting, Inc. (Alliance) is pleased to provide this scope of work related to our cost estimate for preparation of a site investigation, surveying, engineering report, design calculations, specifications, drawings, preparation of bid package and bidding support, and associated permits for the WVDEP Office of Abandoned Mine Lands (AML) subject project.

Our understanding of the work scope along with the estimated cost and proposed scheduling are discussed below. The work scope defined herein is based on the information provided in the Expression of Interest (EOI) issued by AML on February 17, 2021, subsequent interview with AML on April 20, 2021, preliminary site visit with AML on June 9, 2021 and additional correspondence with your department.

PROPOSED WORK SCOPE

Based on our discussions, Alliance will prepare two separate designs and bid packages, and necessary permits. The projects have been identified as Phase II-Site A (northern site) and Phase II-Site B (southern site). Bid packages will be prepared separately for each site to allow for bidding of each project separately as you requested. Site B will be prepared first, followed by Site A. The project scope is identical for each phase with the exception of Task No. 6, which will require an Army Corps of Engineers (ACOE) permit for modification of a stream channel at the toe of the refuse area to be reclaimed at Site A. All task items outlined below are applicable to both sites with the exception of Task No. 6.

Mr. Jonathan Holbert

August 3, 2021

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TASK NO. 1 – SURVEYING

Based on our discussions the surveying scope is fairly limited. This task is understood to include a stakeout of the proposed limits of disturbance (LOD) for each site and location of potential soil borrow areas identified as part of Task No. 3 below. Location of these areas will help quantify the available borrow material and be used to identify the areas on the construction drawings.

TASK NO. 2 – FIELD INVESTIGATION

Alliance will conduct a more thorough field investigation by the engineering and permitting managers to gain a full understanding of the details required to complete the project as a follow up to our preliminary site visit with AML personnel.

TASK NO. 3 – GEOTECHNICAL INVESTIGATION

This task includes working with a contractor to identify available soil cover borrow areas. The contractor's equipment operator will conduct test pits to assist with determining the locations and quantities of cover material available. Alliance's project manager will monitor the investigation and assist with identifying the available borrow areas as well as flagging the approximate limits of the areas for survey location to be obtained as part of Task No. 1.

TASK NO. 4 – PROJECT DESIGN & SPECIFICATIONS

With the information obtained in Task Nos. 1 through 3 Alliance will prepare regrade plans and identify the approximate LOD for each site. Alliance surveyors will then identify the LOD in the field and efforts will be made to coordinate the activity with AML to allow you to see the proposed limits in the field and verify that they are acceptable to AML prior to completing the design. Alliance will prepare a full set of construction drawings and specifications, engineering report and bid quantities to be issued for bid to contractors when AML is prepared for issuance. As mentioned previously the design and bid packages for each site will be completed separately to allow AML to issue each phase of construction separately and on a schedule that is favorable for your department. Alliance will provide regular status updates to AML for review to ensure that the design plans are progressing to meet AML's goals and objectives for successful reclamation of the sites.

TASK NO. 5 – NPDES PERMITS

Alliance will prepare stormwater construction permit applications for each site that include all supporting mapping and narratives to meet erosion and sediment controls for construction. Alliance will review and address agency comments that may be required to obtain the construction permits. Alliance will coordinate obtaining and issuance of the permits with AML. All required filing fees to DEP will be paid by AML. Digital copies of permit documents will be provided as previously discussed.

TASK NO. 6 – ACOE PERMIT

As referenced above an ACOE permit for stream disturbance will be required for Site A only. Alliance's Staff Scientists will conduct a field delineation of the stream to be disturbed and will obtain water samples at four (4) sites as previously discussed. Alliance will deliver these samples for laboratory testing. Estimates have been obtained from local laboratories and the cost



Mr. Jonathan Holbert

August 3, 2021

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has been included in this estimate. The delineated stream to be relocated as part of regrading will be surveyed by handheld GPS to field quantify the total length of stream disturbance required (estimated at approximately 1,000 linear feet). Alliance will prepare a delineation report and application to be submitted to the ACOE simultaneously. Alliance will address ACOE comments that may arise to obtain the required permit. At this time, it is our understanding that the project will fall under either a Nationwide Permit or the Regional General Permit such that an Individual Permit will not be required. Digital copies of permit documents will be provided as previously discussed.

TASK NO. 7 – PRE-BID CONFERENCE

Alliance will attend the pre-bid construction meeting to support AML with any contractor concerns that may arise during the meeting. Alliance will assist AML with answering any contractor questions submitted during the questions and comment period and provide any necessary information to issue an addendum to the bids.

TASK NO. 8 – PRE-CONSTRUCTION CONFERENCE

Alliance will attend a pre-construction site meeting with AML and contractors selected for the work to ensure that the contractor is fully aware of the design intent and clarify any information that may be required to ensure a successful construction project.

TASK NO. 9 – CONSTRUCTION PHASE SERVICES

Alliance will provide support to AML and the contractor during construction to address any questions or concerns that may arise to complete the project.

COST AND SCHEDULING

A detailed time and cost estimate to complete these tasks for each site has been included in the transmittal of this letter in Excel format for your use. We trust the cost and time estimates are acceptable to AML. As discussed with AML, exceedances of the cost and time presented will be acceptable within reason, and Alliance will notify AML of any increase that may occur prior to proceeding. An approximate schedule to complete each task is defined below.

Phase II-Site B (southern site)

<u>Task</u>	<u>Approx. Start Period</u>
Surveying	Week 4
Field Investigation	Week 1
Geotechnical Investigation	Week 1-2
Project Design & Specifications	Week 2-6
NPDES Permit Prep & Submittal	Week 5-7
NPDES Permit Comments	Determined by Agency Response Timeline
Pre-bid Conference	Determined by AML
Pre-construction Conference	Determined by AML
Construction Services	Determined by AML



Mr. Jonathan Holbert

August 3, 2021

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Phase II-Site A (northern site)

<u>Task</u>	<u>Approx. Start Period</u>
Surveying	Week 4
Field Investigation	Week 1
Geotechnical Investigation	Week 1-2
Project Design & Specifications	Week 3-8
NPDES Permit Prep & Submittal	Week 6-8
NPDES Permit Comments	Determined by Agency Response Timeline
ACOE Permit (Site A only)	Week 4-8
ACOE Permit Comments	Determined by Agency Response Timeline
Pre-bid Conference	Determined by AML
Pre-construction Conference	Determined by AML
Construction Services	Determined by AML

The details above provide a general schedule for completion of the tasks. All schedules are subject to change based upon response time from AML and other associated agencies.

SUMMARY

We certainly appreciate the opportunity to work with you on this project and trust this work scope is acceptable to meet your objectives for the project. We are prepared to begin work immediately upon authorization to proceed. In the meantime, if there are any questions, or if clarification of any items outlined in this scope are required, please do not hesitate to contact us.

Respectfully submitted,
ALLIANCE CONSULTING, INC.



Bethany L. Wolfe
Project Manager



Ryan P. Cox, P.E.
Senior Project Manager

BLW/RPC:rpc
attachments





Prepared By: R. Cox, B. Wolfe

Date: 07/15/21, Revised 8/9/21

Project No.: B21-281-1355

Description: Ethel Hollow Phase II-Site A & Phase II-Site B Engineering & Permitting

Task	Phase II-Site A Task Hours, Miles, Fees	Phase II-Site A Cost	Phase II-Site B Task Hours, Miles, Fees	Phase II-Site B Cost	Total Project Task Hours, Miles, Fees	Total Project Cost
1. Surveying	24 hours, 250 miles	\$1,066.50	24 hours, 250 miles	\$1,066.50	48 Hours, 500 miles	\$2,133.00
2. Field Investigation	8 hours, 125 miles	\$1,169.25	8 hours, 125 miles	\$1,169.25	16 Hours, 250 miles	\$2,338.50
3. Geotechnical Investigation	55 hours, 375 miles	\$10,198.75	55 hours, 375 miles	\$10,198.75	110 hour, 750 miles	\$20,397.50
4. Project Design & Specifications	167 hours	\$18,832.80	167 hours	\$18,832.80	334 hours	\$37,665.60
5. NPDES Permits	87 hours	\$9,904.00	87 hours	\$9,904.00	174 hours	\$19,808.00
6. ACOE Permit	147 hours, 250 miles, 4 lab fees	\$16,536.84	N/A	N/A	147 hours, 250 miles, 4 lab fees	\$16,536.84
7. Pre-bid Conference	20 hours, 250 miles	\$3,043.70	20 hours, 250 miles	\$3,043.70	40 hours, 500 miles	\$6,087.40
8. Pre-Construction Conference	12 hours, 250 miles	\$1,802.50	12 hours, 250 miles	\$1,802.50	24 hours, 500 miles	\$3,605.00
9. Construction Phase Services	24 hours, 500 miles	\$3,621.00	24 hours, 500 miles	\$3,621.00	48 hours, 1000 miles	\$7,242.00
TOTAL	558 hours, 2000 miles	\$66,175.34	411 hours, 1750 miles	\$49,638.50	969 hours, 3750 miles	\$115,813.84

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Task	Project Title	Rate	Units (Hours or Miles)	Cost
1. Surveying				
A. Identify Limits of Disturbance (Phase II-Site A)				
(Limits of Regrade, Identify Borrow Areas)	Survey Crew w/ GPS	\$108.00	8	\$864.00
	Overtime	\$10.00	4	\$40.00
Mileage (to/from site)	Expense	\$0.65	250	\$162.50
PHASE II-SITE A TOTAL			24 hours, 250 miles	\$1,066.50
B. Identify Limits of Disturbance (Phase III-Site B)				
(Limits of Regrade, Identify Borrow Areas)	Survey Crew w/ GPS	\$108.00	8	\$864.00
	Overtime	\$10.00	4	\$40.00
Mileage (to/from site)	Expense	\$0.65	250	\$162.50
PHASE II-SITE B TOTAL			24 hours, 250 miles	\$1,066.50
TASK 1 TOTALS			48 Hours, 500 miles	\$2,133.00

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Task	Staff Title	Staff Type	Rate	Units (Hours or Miles)	Cost
2. Field Investigation					
A. Initial Visit (Phase II-Site A)					
	Senior Project Manager	Engineering	\$138.00	4	\$552.00
	Project Manager	Permitting	\$134.00	4	\$536.00
Mileage (to/from site)	Expense		\$0.65	125	\$81.25
PHASE II-SITE A TOTAL				8 hours, 125 miles	\$1,169.25
B. Initial Visit (Phase II-Site B)					
	Senior Project Manager	Engineering	\$138.00	4	\$552.00
	Project Manager	Permitting	\$134.00	4	\$536.00
Mileage (to/from site)	Expense		\$0.65	125	\$81.25
PHASE II-SITE B TOTAL				8 hours, 125 miles	\$1,169.25
TASK 2 TOTALS				16 Hours, 250 miles	\$2,338.50

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Engineers Constructors Scientists



Task	Staff Title	Rate	Units (Hours or Miles)	Cost
3. Geotechnical Investigation				
A. Soil Test Pits (Phase II-Site A)				
Sub-contractor	Equipment Operator	\$179.00	40	\$7,160.00
Oversight/Project Mgmt	Senior Project Manager	\$138.00	15	\$2,070.00
Mobilization/Demobilization	Expense	\$575.00	1	\$575.00
Mileage (to/from site)	Expense	\$0.65	375	\$243.75
UTV	Expense	\$100.00	1.5	\$150.00
PHASE II-SITE A TOTAL			55 hours, 375 miles	\$10,198.75
B. Soil Test Pits (Phase II-Site B)				
Sub-contractor	Equipment Operator	\$179.00	40	\$7,160.00
Oversight/Project Mgmt	Senior Project Manager	\$138.00	15	\$2,070.00
Mobilization/Demobilization	Expense	\$575.00	1	\$575.00
Mileage (to/from site)	Expense	\$0.65	375	\$243.75
UTV	Expense	\$100.00	1.5	\$150.00
PHASE II-SITE B TOTAL			55 hours, 375 miles	\$10,198.75
TASK 3 TOTALS			110 hour, 750 miles	\$20,397.50



Task	Staff Title	Staff Type	Rate	Units (Hours or Miles)	Cost
4. Project Design, Specifications, Bid Package					
A. Design, Report, Specifications, Bid Package (Phase II-Site A)					
	Senior Project Manager	Engineering	\$138.00	72	\$9,936.00
	Project Manager	Engineering	\$134.00	15	\$2,010.00
	Staff Engineer	Engineering	\$83.00	40	\$3,320.00
	Draftsperson/Cad	Engineering	\$71.00	30	\$2,130.00
	Clerical II	Engineering	\$54.00	10	\$540.00
(Forms, Maps, Specs, Prints for internal review)	Expense	Reproduction	-	1	\$896.80
PHASE II-SITE A TOTAL				167 hours	\$18,832.80
B. Design, Report, Specifications, Bid Package (Phase II-Site B)					
	Senior Project Manager	Engineering	\$138.00	72	\$9,936.00
	Project Manager	Engineering	\$134.00	15	\$2,010.00
	Staff Engineer	Engineering	\$83.00	40	\$3,320.00
	Draftsperson/Cad	Engineering	\$71.00	30	\$2,130.00
	Clerical II	Engineering	\$54.00	10	\$540.00
(Forms, Maps, Specs, Prints for internal review)	Expense	Reproduction	-	1	\$896.80
PHASE II-SITE B TOTAL				167 hours	\$18,832.80
PHASE II-SITE A TOTAL TASK 4 TOTALS				334 hours	\$37,665.60

9/9/2021

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Alliance Consulting, Inc.

Engineers Constructors Scientists



Task	Staff Title	Staff Type	Rate	Units (Hours or Miles)	Cost
5. NPDES Permits					
A. Stormwater Construction (Phase II-Site A)					
a. Application, Map & ES Plan Prep & Submittal	Project Manager	Permitting	\$134.00	30	\$4,020.00
	Designer	Permitting	\$96.00	5	\$480.00
	Draftsperson/Cad	Permitting	\$71.00	10	\$710.00
	Clerical II	Permitting	\$54.00	6	\$324.00
b. Addressing Agency Comments	Project Manager	Permitting	\$134.00	15	\$2,010.00
	Designer	Permitting	\$96.00	3	\$288.00
	Draftsperson/Cad	Permitting	\$71.00	5	\$355.00
	Clerical II	Permitting	\$54.00	3	\$162.00
(Forms, Maps, Specs, Prints for internal review)	Expense	Reproduction	-	1	\$215.00
c. Coordination with Client (WVDEP-AML)	Project Manager	Permitting	\$134.00	10	\$1,340.00
PHASE II-SITE A TOTAL				87 hours	\$9,904.00
B. Stormwater Construction (Phase II-Site B)					
a. Application, Map & ES Plan Prep & Submittal	Project Manager	Permitting	\$134.00	30	\$4,020.00
	Designer	Permitting	\$96.00	5	\$480.00
	Draftsperson/Cad	Permitting	\$71.00	10	\$710.00
	Clerical II	Permitting	\$54.00	6	\$324.00
b. Addressing Agency Comments	Project Manager	Permitting	\$134.00	15	\$2,010.00
	Designer	Permitting	\$96.00	3	\$288.00
	Draftsperson/Cad	Permitting	\$71.00	5	\$355.00
	Clerical II	Permitting	\$54.00	3	\$162.00
(Forms, Maps, Specs, Prints for internal review)	Expense	Reproduction	-	1	\$215.00
c. Coordination with Client (WVDEP-AML)	Project Manager	Permitting	\$134.00	10	\$1,340.00
PHASE II-SITE B TOTAL				87 hours	\$9,904.00
TASK 5 TOTALS				174 hours	\$19,808.00



Task	Staff Title	Staff Type	Rate	Units (Hours or Miles)	Cost
6. ACOE Permit (Phase II-Site A only)					
A. Preliminary Map Review and Field Equipment Prep	Project Manager	Permitting	\$134.00	3	\$402.00
	Staff Scientist	Permitting	\$83.00	3	\$249.00
B. Field Delineation of Stream & Water Sampling	Staff Scientist (1)	Permitting	\$83.00	12	\$996.00
(Delineate Approx 1,000 linear ft, water sample 4 sites)	Staff Scientist (2)	Permitting	\$83.00	12	\$996.00
Mileage (to/from site)	Expense	Permitting	\$0.65	250	\$162.50
Lab Fees (4 Samples)	Expense	Fees	\$40.00	4	\$160.00
Handheld GPS	Expense	Permitting	\$30.00	1	\$30.00
C. Delineation Report Preparation	Project Manager	Permitting	\$134.00	4	\$536.00
	Staff Scientist	Permitting	\$83.00	4	\$332.00
	Clerical II	Permitting	\$54.00	2	\$108.00
D. Application Preparation & Submittal	Project Manager	Permitting	\$134.00	40	\$5,360.00
	Staff Scientist	Permitting	\$83.00	20	\$1,660.00
	Clerical II	Permitting	\$54.00	5	\$270.00
E. Addressing ACOE Comments	Project Manager	Permitting	\$134.00	20	\$2,680.00
	Staff Scientist	Permitting	\$83.00	10	\$830.00
	Clerical II	Permitting	\$54.00	2	\$108.00
F. Coordination with Client (WVDEP - AML)	Project Manager	Permitting	\$134.00	10	\$1,340.00
(Forms, Maps, Specs, Prints for internal review)	Expense	Reproduction	-	1	\$317.34
TASK 6 TOTALS				147 hours, 250 miles, 4 lab fees	\$16,536.84

Alliance Consulting, Inc.

Engineers Constructors Scientists



Task	Staff Title	Staff Type	Rate	Units (Hours or Miles)	Cost
7. Pre-bid Conference, Contractor Questions, Addendum					
A. Pre-bid Meeting, Answer Questions, Issue Addendum (Phase II-Site A)					
	Senior Project Manager	Engineering	\$138.00	16	\$2,208.00
	Project Manager	Permitting	\$134.00	4	\$536.00
(Forms, Maps, Specs, Prints for availability onsite)	Expense	Reproduction	-	1	\$137.20
Mileage (to/from site)	Expense		\$0.65	250	\$162.50
PHASE II-SITE A TOTAL				20 hours, 250 miles	\$3,043.70
B. Pre-bid Meeting, Answer Questions, Issue Addendum (Phase II-Site B)					
	Senior Project Manager	Engineering	\$138.00	16	\$2,208.00
	Project Manager	Permitting	\$134.00	4	\$536.00
Mileage (to/from site)	Expense		\$0.65	250	\$162.50
(Forms, Maps, Specs, Prints for availability onsite)	Expense	Reproduction	-	1	\$137.20
PHASE II-SITE B TOTAL				20 hours, 250 miles	\$3,043.70
TASK 7 TOTALS				40 hours, 500 miles	\$6,087.40

Alliance Consulting, Inc.

Engineers Constructors Scientists



Task	Staff Title	Staff Type	Rate	Units (Hours or Miles)	Cost
8. Pre-Construction Conference					
A. Pre-Construction Meeting (Phase II-Site A)					
	Senior Project Manager	Engineering	\$138.00	8	\$1,104.00
	Project Manager	Permitting	\$134.00	4	\$536.00
Mileage (to/from site)	Expense		\$0.65	250	\$162.50
PHASE II-SITE A TOTAL				12 hours, 250 miles	\$1,802.50
B. Pre-Construction Meeting (Phase II-Site B)					
	Senior Project Manager	Engineering	\$138.00	8	\$1,104.00
	Project Manager	Permitting	\$134.00	4	\$536.00
Mileage (to/from site)	Expense		\$0.65	250	\$162.50
PHASE II-SITE B TOTAL				12 hours, 250 miles	\$1,802.50
TASK 8 TOTALS				24 hours, 500 miles	\$3,605.00

Alliance Consulting, Inc.

Engineers Constructors Scientists



Task	Staff Title	Staff Type	Rate	Units (Hours or Miles)	Cost
9. Construction Phase Services					
A. Construction Services (Phase II-Site A)					
	Senior Project Manager	Engineering	\$138.00	20	\$2,760.00
	Project Manager	Permitting	\$134.00	4	\$536.00
Mileage (to/from site)	Expense		\$0.65	500	\$325.00
PHASE II-SITE A TOTAL				24 hours, 500 miles	\$3,621.00
B. Construction Services (Phase II-Site B)					
	Senior Project Manager	Engineering	\$138.00	20	\$2,760.00
	Project Manager	Permitting	\$134.00	4	\$536.00
Mileage (to/from site)	Expense		\$0.65	500	\$325.00
PHASE II-SITE B TOTAL				24 hours, 500 miles	\$3,621.00
TASK 9 TOTALS				48 hours, 1000 miles	\$7,242.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of West Virginia, LLC dba Insurance Systems 1 Insurance Way; PO Box 10 Ona WV 25545		CONTACT NAME: Mrs. Pat Stutler PHONE (A/C, No, Ext): (304) 736-2222 FAX (A/C, No): (304) 302-3401 E-MAIL ADDRESS: pat.stutler@assuredpartners.com															
INSURED Alliance Consulting, Inc. 124 Philpott Lane Beaver WV 25813		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Cincinnati Insurance Co.</td><td>10677</td></tr><tr><td>INSURER B: BrickStreet Mutual Insurance</td><td>12372</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Co.	10677	INSURER B: BrickStreet Mutual Insurance	12372	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER: 2021-2022****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENP0124907	2/23/2021	2/23/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000	Employee Benefits	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000																				
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COM/OP AGG	\$ 2,000,000																				
Employee Benefits	\$ 1,000,000																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EBA0124907	2/23/2021	2/23/2022	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
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PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0124907 Umbrella is follow form Primary Non Limit is 9M	2/23/2021	2/23/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 15,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 15,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 15,000,000	AGGREGATE	\$ 15,000,000		\$								
EACH OCCURRENCE	\$ 15,000,000																				
AGGREGATE	\$ 15,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			WCB1012411 WV & PA Included WV Broad Form WC990304 Incl	2/23/2021	2/23/2022	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																					
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Equipment Rented or Leased			ENP0124907	2/23/2021	2/23/2022	<table border="1"><tr><td>Equipment Rented or Leased</td><td>170,000</td></tr><tr><td>Deductible</td><td>500</td></tr></table>	Equipment Rented or Leased	170,000	Deductible	500										
Equipment Rented or Leased	170,000																				
Deductible	500																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Ethel Hollow Phase II Site and Phase II Site B Certificateholder is provided automatic additional insured status in regards to the above general lia policy when a written contract exists.

CERTIFICATE HOLDER**CANCELLATION**

WVDEP
P O Box 50130
2019 Washington St. East
Charleston, WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mrs. Pat Stutler/PAT

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2021

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PRODUCER Trustpoint Insurance 16 E Church Ave Roanoke VA 24011	CONTACT NAME: Trish Clark PHONE (A/C, No, Ext): (866) 276-9622 E-MAIL ADDRESS: tclark@trustpointins.com FAX (A/C, No): (888) 872-5496
INSURED Alliance Consulting, Inc. 124 Philpott Lane Beaver WV 25813-9502	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20443

COVERAGES **CERTIFICATE NUMBER:** Master 21-22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL & POLLUTION LIABILITY			EEH591871941	03/01/2021	03/01/2022	PER CLAIM \$5,000,000 AGGREGATE \$5,000,000 DEDUCTIBLE \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
certificate provided as evidence of insurance coverage

CERTIFICATE HOLDER**CANCELLATION**

WVDEP
P O Box 50130
2019 Washington St East
Charleston WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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