



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: 10-27-2021

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 DEP2200000017 1	Procurement Folder:	855148
Document Name:	EOI -Pell Road Doser Upgrade	Reason for Modification:	Award of CEOI DEP2100000005
Document Description:	EOI -Pell Road Doser Upgrade		
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: 000000232671 TETRA TECH INC 803 Quarrier Street, Ste 400 Charleston WV 25301 US Vendor Contact Phone: 626-470-2832 Extension: 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

11-5-2021
BAH

Total Order Amount: \$99,540.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: 10-27-2021 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 11/4/21 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 11/10/2021 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The vendor, Tetra Tech Inc., agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, for the one time purchase of engineering services for the Pell Road Doser Upgrade located in Preston County, WV per the specifications, terms and conditions, and the vendor's negotiated pricing and scope of work submitted 8/30/2021 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	99540.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: EOI Engineering Design Services

Extended Description:

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 the initial contract term extends until _____.

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 1,095 (one thousand ninety-five) 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. 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 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 03/15/2021

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.

Michael S. Kearns, P.E. SENIOR CIVIL PROJECT MANAGER.
(Name, Title)

MICHAEL S. KEARNS, P.E. SENIOR CIVIL PROJECT MANAGER.
(Printed Name and Title)

47433 NATIONAL ROAD, SE. CLAIRSVILLE, OHIO
(Address)

740.232.8310 / N/A
(Phone Number) / (Fax Number)

MIKE.S.KEARNS@TETRA TECH.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.

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.

TETRA TECH, INC
(Company)

Michael S. Kearns P.E. Senior Civil Project Manager
(Authorized Signature) (Representative Name, Title)

MICHAEL S. KEARNS, P.E. SENIOR CIVIL PROJECT MANAGER
(Printed Name and Title of Authorized Representative)

11-2-2021
(Date)

740.232.8310
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CEOI DEP21*05

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

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

Tetra Tech.
Company
[Signature]
Authorized Signature
5-10-21
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

EXPRESSION OF INTEREST

Pell Road Doser Upgrade

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.
- Concrete foundation pad for a lime dosing system for an AMD affected stream.
- Develop site-specific lime dosing system based on a pre-designed system.
- Develop plans and specifications for removal of existing lime dosing system.
- Condition and revegetate all disturbed areas.
- Obtain required permits as determined at the pre-design meeting.

Preliminary design documents will be due (90 days) from the issuance of the Purchase Order.

Location: The project is located in Preston County on Pell Road off WV 92.

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 construct a foundation pad and a complete lime dosing system with all pertinent utilities and pH monitoring for an AMD affected stream.
- 2.2. Design plans and develop specifications to control any associated water with the

EXPRESSION OF INTEREST

Pell Road Doser Upgrade

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. Design a demolition plan for the existing lime dosing system.
- 2.5. Obtain all required permits as determined at the pre-design meeting.

- 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:

EXPRESSION OF INTEREST

Pell Road Doser Upgrade

- 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

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.

EXPRESSION OF INTEREST

Pell Road Doser Upgrade

- 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 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 | (35) Points Possible |
| • Goals and Objectives: –
Anticipated Concepts and Methods of Approach | (30) Points Possible |
| • Oral Interview | (35) 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.

August 30, 2021

Mr. Sheldon Holbert, P.E.
Construction Engineer
West Virginia Department of Environmental Protection
Division of Land Restoration
Office of Abandoned Mine Lands & Reclamation
101 Cambridge Place
Bridgeport, WV 26330
VIA E-MAIL

**Re: Pell Road Doser Upgrade Project
Preston County, West Virginia
Proposal for Engineering Services**

Dear Mr. Holbert,

Tetra Tech, Inc. (Tetra Tech) is pleased to present this proposal to the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation (WVDEP) to provide engineering services for the design and preparation of the construction plans for the Pell Road Doser Upgrade project. The project is located on the south side of Pell Road (County Route 58/2) in Preston County, West Virginia.

This proposal presents our scope of work and estimated cost to complete the design, construction plans, specifications, associated infrastructure, and permit submittals for the above referenced project. It is Tetra Tech's understanding the objective of this project is for the replacement of an existing "Aqua-Fix" lime silo doser treatment facility which was installed in 2010 with a new lime silo system which will be more efficient with higher technology and instrumentation. The preliminary location of the proposed lime silo doser treatment system will be on the same property as the existing system but will be located approximately 100 feet to the south. The existing lime silo currently discharges to North Fork Birds Creek. This proposal was developed based on the RFQ information, a site visit during the preparation of the RFQ, and field site meeting with WVDEP personnel on August 13, 2021.

Tetra Tech's technical and regulatory expertise on these types of projects as well as Tetra Tech's management philosophy of maintaining an open line of communication with our clients will help ensure the successful completion of the project.

Mr. Sheldon Holbert, P.E.
WVDEP-AML
August 30, 2021

Scope of Services

It is our understanding that the West Virginia Department of Environmental Protection, Office of Abandon Mine Lands, and Reclamation (WVDEP) plans to install a replacement lime doser with electric power supply for treatment of a mine impacted North Fork Birds Creek in Preston County, West Virginia. The project is accessible via Pell Road (C.R. 58/2) under the jurisdiction of the West Virginia Department of Transportation, Division of Highways. The project will require finalizing the selection of the optimal location for the lime silo, design of an access route within the existing property pad with turn-around suitable for trucks delivering lime, design of the lime silo foundation, power supply, selection of lime system equipment, features, instruments, and controls. In addition, the project includes the extension of a 2" water line (Kingwood Water Service) approximately four-hundred feet to the southwest along and within the right-of way of Pell Road (C.R. 58/2) to the site. The water line extension will provide separate service lines to the new lime doser facility and to a designated location for a private service for the landowner's use. The project will also include the design of two (2) pH monitoring stations to be located downstream at two locations. The preliminary locations proposed will be at the existing concrete bridge access and at the upstream end of the intersection of North Fork Birds Creek and S.R. 92. Tetra Tech will assist WVDEP in the selection of the optimal location of the pH stations. The project will also include the stream bank protection design for a portion of North Fork Birds Creek located approximately 250 feet upstream, to the south of the existing lime silo discharge.

Tetra Tech will provide the following design services for the project:

- Perform site investigation.
- Perform geotechnical investigation.
- Design a foundation pad for a lime dosing system for an AMD affected stream.
- Develop site-specific plans and specifications for a lime dosing system based on a pre-designed system.
- Design PSD waterline extension and internet service.
- Design stream bank protection near new proposed lime dosing system.
- Develop specifications for safely deconstructing and removing an existing lime dosing system.
- Design access for construction and future maintenance access.

Project Understanding

The purpose of the Project Understanding is to provide additional detail and to clarify the project scope described above. Based on the field site visit conducted on August 13, 2021 with WVDEP personnel, a draft document of Project Understanding was completed by Tetra Tech and reviewed by WVDEP

Mr. Sheldon Holbert, P.E.
WVDEP-AML
August 30, 2021

personnel for input. The Final Project Understanding document has been included within this proposal and is designated as *Exhibit A*.

Work Plan

Upon receipt of formal notice to proceed, Tetra Tech will attend a project kick-off meeting to discuss the project work plan as proposed within this proposal to reach a consensus on the technical approach. It is assumed the kick-off meeting may include visitation to the project site to facilitate discussion of the system layout and provide an opportunity to obtain additional site information.

An overall base topographical mapping will be prepared by Tetra Tech's sub-contractor, Dieffenbach & Hritz, Inc. which is located in Morgantown West Virginia. Tetra Tech's personnel have worked with this firm in the past with other successful projects. The surveying company will be responsible for the one-call (811) (WV Miss Utility) for the marking and identification of utilities on the project site. The detailed survey will encompass approximately one (1) acre and be prepared with one (1) foot contour interval, and index contours at ten (10) foot intervals. Digital copies of the site mapping will be developed in AutoCAD 2019 format. Plans will include the relative portions of Pell Road (C.R. 58/2), the horizontal and vertical position of existing natural features including, but not limited to, ground elevations, bodies of water, vegetation, wet zones and areas, streams, drainage ditches, culverts, existing constructed features and structures, roads, pipelines, water valves, buildings, walls, and existing surfaces such as pavements and concrete areas. In addition, the location of the northeast property line of the subject project property will be located by survey by established/found monuments or the property lines will be based on tax maps.

Stream cross-sections will be surveyed in the vicinity of the proposed stream bank protection design area. Stream cross-sections will be surveyed at a fifty-foot interval for approximately two hundred fifty feet.

Upon completion of the base mapping, the silo site conceptual design will commence including preliminary layout of the proposed silo, water line layout, pH monitoring stations layout, required routing of the truck turn-around and obtaining silo dimensions and component options from an approved vendor. Unloading of propane to the proposed propane tanks and the line from the truck to the fill tube will be designed to efficiently perform the unloading tasks. Submittal of the preliminary Conceptual Plan will be submitted to WVDEP personnel for review and discussion.

The completion of the preliminary Conceptual Plan will coincide with the scheduling and execution of the sub-surface drilling for the silo foundation design. This assumes the drilling is highly unlikely to

Mr. Sheldon Holbert, P.E.
WVDEP-AML
August 30, 2021

reveal any unusual abnormalities that would render the selected site unsuitable for the silo. Two test borings will be drilled, one on each side, of the proposed lime silo location to determine the subsurface conditions for foundation design. Borings will be advanced by auger to refusal to determine depth to bedrock and continuous soil sampling by standard penetration counts will be performed to determine relative soil density. A rock core at one of the boreholes will be obtained to determine rock quality and verify that auger refusal reflects the true bedrock elevation/location. Core Drilling, Inc. will be utilized for the drilling work that will be overseen by a Tetra Tech Field Geologist. Tetra Tech's experienced foundation engineers will utilize the information obtained in the investigation above and design a reinforced concrete pad for support and the lime silo.

Soil and rock testing will be performed by Tetra Tech's in-house soil laboratory located in Morgantown, West Virginia. Soil tests to be conducted will include the following tests:

Proposed Soil Testing

- | | |
|---------------------------|-------------------------------------|
| - Visual Description (3) | - Direct Shear (1) |
| - Grain Size Analyses (2) | - Rock Core Strength (1) |
| - Hydrometer Test (2) | - Atterberg Limits (2) |
| - Moisture Content (35) | - One Dimensional Consolidation (1) |
| - Standard Proctor (2) | |

Based on the results of the exploratory drilling and comments received from WVDEP, the design will proceed to final design. Final detailed design of the lime doser will include the selection of all equipment and related instruments (ie: level sensors, pH monitors, etc.) Backup power will be an emergency propane fueled generator. Foundation design will commence after evaluation of the results of test drilling and soil/rock testing. Site grading is expected to be minor. The proposed silo pad will be slightly elevated per the request of WVDEP personnel.

The Erosion and Sedimentation Control Plan will be prepared in accordance with the *WVDEP Erosion and Sedimentation Control Best Management Practice Manual*. E & S control devices may include devices such as compost filter socks, silt fence, super silt fence and/or sumps

Construction drawings and specifications will be developed based on the design concept approved by WVDEP and in conformance with the WVDEP Guidelines for Preparation of Design Plans & Specifications. Drawings will be 24" x 36" format and produced from base mapping files in AutoCAD 2019 format. Final drawings and specifications will be provided for use for review by WVDEP and for use by the selected contractor. The anticipated final drawings proposed for this project are as follows:

Mr. Sheldon Holbert, P.E.
WVDEP-AML
August 30, 2021

Drawing Schedule

- 1 Title Sheet (Quantities Included.)
- 2 Property Map
- 3 General Notes
- 4 Structural Notes
- 5 Sediment Control Notes & Details
- 6 Existing Conditions Overview
- 7 Existing Conditions Zoomed In.
- 8 Demolition Plan
- 9 Project Plan Overview
- 10 Project Plan Zoomed In.
- 11 Stream and Bank Cross Sections-Profiles Details (1)
- 12 Stream and Bank Cross Sections-Profiles Details (2)
- 13 Single Auger Lime Silo Fill Line Cross Section
- 14 Lime Silo System Elevations.
- 15 Lime Silo Interior Elevation.
- 16 Lime Silo System/Floor/Roof Plans
- 17 Lime Silo Anchor Bolt/Reinforcement Foundation Plan
- 18 Water Line Plan and Details.
- 19 Conduit Layout and Schedule
- 20 Project Details
- 21 Project Details
- 22 Piping and Instrumentation Diagram (1)
- 23 Piping and Instrumentation Diagram (2)
- 24 Single Line Electrical Diagram
- 25 Project Sign

Detailed specifications will be prepared in a manner compatible with the WVDEP contracting documents and consistent with base specifications available from the WVDEP website. Complete technical specifications in Microsoft Word will be provided with the final submission.

Required permit applications will be prepared for submittal for the project. All required plans, specifications and required additional data will be included within the application. Required permits may include the following:

Mr. Sheldon Holbert, P.E.
WVDEP-AML
August 30, 2021

- 401/404 Stream and Wetland Permits
- Construction Stormwater General Permit
- WVDOH Occupancy Permit (Driveway Permit)
- Bat Survey/Clearance of Buffer Zones.

It is anticipated additional tree removal associated with the proposed project will be minimal. Efforts during the design process will attempt to avoid any additional removal of trees, therefore, Bat Survey or clearance of Bat Buffer Zones may not be required.

Upon completion of the Construction Plans and Specifications, an itemized construction cost estimate will be developed for the proposed lime doser plan. Construction costs will be estimated based on means or similar cost guides, vendor's quoted prices, recent bid prices from similar construction, and other pricing as may be available from WVDEP or other sources.

Estimated Project Design Schedule

Notice to Proceed

September 6, 2021

Kick-off meeting/Begin 30% Design

September 13, 2021

- Site Recon/Topographic Field Survey
- Lime Doser Location/Preliminary Design/Vendor Inquiries
- Preliminary water line Design
- Conceptual Plan

30% Submittal

October 15, 2021

WVDEP 30% Review Complete/Begin 60% Design

October 22, 2021

- Subsurface Exploration Drilling
- Design Drawings & Specs//60% Design
Incorporating WVDEP Comments
- Lime Doser Detailed Equipment/Instrumentation
- Coordinate with Kingwood Water Department
- Commence Required Permitting

Mr. Sheldon Holbert, P.E.
WVDEP-AML
August 30, 2021

60% Submittal

December 3, 2021

WVDEP 60% Review Complete/Begin 95% Design

December 10, 2021

- Finalize Doser Equipment Options/Foundation Design
- P&ID/Electrical Design/Instrumentation
- 95% Design Details Incorporating WVDEP comments
- Permits Issued?
- Detailed Cost Estimate

95% Submittal

January 7, 2022

WVDEP 95% Review Complete/Final Revisions

January 14, 2022

Final Submittal

**January 21, 2022
(137 days from NTP)**

WVDEP Responsibilities

The WVDEP shall:

- Provide Tetra Tech with all criteria and full information as to WVDEP's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which WVDEP will require to be included in the Drawings and Specifications.
- Furnish Tetra Tech any other available information pertinent to the Project including reports and data relative to previous designs or investigation at the project site.
- Authorize Tetra Tech to provide additional services, as required.
- Arrange for safe access to and make all provisions for Tetra Tech to enter upon public and private property as required for Tetra Tech to perform services under this Agreement.

Mr. Sheldon Holbert, P.E.
WVDEP-AML
August 30, 2021

Additional Services

No additional services are anticipated to be required to complete the project, unless some unforeseen circumstances arise during the development of the project. Tetra Tech will not be entitled to any compensation for any work performed beyond the scope of services described herein unless prior to performing this work/services (hereafter "Additional Services") we have submitted a written proposal for such Additional Services which shall specify the services to be rendered, the compensation to be sought for the services, and the reason for seeking to perform such services. No Additional Services shall be rendered until WVDEP has approved them in writing.

This proposal has been submitted based on the following conditions:

- No hazardous environmental conditions, including asbestos material, are anticipated on the project site. Measures addressing these items are not included within the scope of this proposal.
- No significant archaeological or historical conditions will be impacted by the proposed project.
- No impact to threatened/endangered species.
- Resident Project Representative (RPR) or Construction Management Services are not proposed within the scope of this proposal; however, this service can be provided to WVDEP at an additional fee upon request

Proposed Project Fee

Tetra Tech proposes that the above scope of work be performed on a **time and material basis** for a **Not-to-Exceed Fee of \$99,540.00**. If the completion of the project should take less time and material than anticipated within this proposal, WVDEP will only be charged for actual time and material to completion of the project.

AUTHORIZATION

We are prepared to commence with this project upon receiving a written notice to proceed. Our current schedule would allow for the immediate commencement of this project upon your approval of this proposal and issuance of notice to proceed. We, at Tetra Tech, have the personnel, experience, and technology to complete this very important project in an efficient and cost-effective manner. We look forward to providing you with our professional services on this and other projects in the future.



Mr. Sheldon Holbert, P.E.
WVDEP-AML
August 30, 2021

Should you have any questions regarding this proposal or require any additional information, please do not hesitate to call me at (740)298-9066 (Office) or (740)232-8310 (Cell).

Thank you for your consideration and we appreciate this opportunity to submit this proposal.

Sincerely,

Tetra Tech, Inc.

Michael S. Kearns, P.E., M.S.
Senior Civil Project Manager
Direct: 740-298-9066
Cell: 740-232-8310

Tetra Tech, Inc.

Farley R. Wood, P.
Sr. Project Manager/Operation Manager
Direct: 740-298-9061
Cell: 304-650-2804

EXHIBIT "A"

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Pell Road Doser Upgrade

Field Meeting 8-13-21; 9:00 a.m.

1. Per WVDEP, as-built and project drawings exist for the facility and will be forwarded to us for review and use.
2. Water Quality Monitoring exists for the stream and will be forwarded to us for review and use. Flows? Pell Road has a history of flooding near and below the existing entrance. Flooding is not a concern, but please check floodplains. We will still plan to elevated the foundation above surrounding elevation.
3. A 2" water line is to be installed from the corner of intersection of Pell Run Road/Deep Hollow Drive. Two valves are existing at this location One is the main valve to be tied into and the other valve is a watch valve for a frost-free hydrant blowoff. Pressure at this point is 180 psi per DEP's call to Water Department during our field meeting. Per WVDEP request, install the proposed 2" water line within the R/W of Pell Road in a Southwesterly direction. (WVDOH Encroachment Permit).
4. Located/observed Iron Pin corner to Jones/Cullum property corner. (Left side of gated entrance).
5. Coordinate with Kingwood Water Works. (James 304.216.4337; Bob Denny 304.288.0070) They recommended coordinating with James.
6. Design a 2" water line from existing meter to the entrance to the site within Pell Road R/W.
7. Run a ¾" service line for the property owner to the location of the existing location of the owners truck bed location near picnic table. Separate meter. Owner flagged location within approx. 50' of picnic table.
8. Run a ¾" service line to the proposed silo location with Frost Free Hydrant and hose spout inside. Separate meter.

9. Bury proposed underground electric line to the proposed silo. Leave existing aerial electric line to the existing silo in until demolition stage.

I think at this point we may be able to run new service electric from this pole underground to the new doser. We can disconnect at any phase of construction without affecting the operation of old doser.

10. Existing 6" stream intake line from the existing inlet to the existing silo is to be abandoned and capped at three (3) locations. I think we can drop this to 1 cap (above old doser), and then remove everything up gradient. This will allow us to run the new service line for the property owner in this location at the proper depth. We will also need to install a clay seal (or something similar) where the service line intersects the stream to prevent water from trying to follow the disturbed area of the trench.

11. Construction Stormwater Permit to be determined once disturbed area is determined.

12. Proposed silo is to be located toward back of cleared/gravel area to right adjacent to stream. Actual location to be determined once mapping completed.

13. Approximately 50'- 75' of stream protection to be designed at the existing turn upstream of the silo discharge. (401/404?)

14. Current usage of Hydrated lime is 20 tons/45 days. Pelletized is currently being used. I will reach out to our personnel to make sure this ratio is accurate.

15. Hard line (telephone) exists across Pell Road across entrance.

16. Proposed lime silo is to be a Chemco Silo and will utilize hydrated lime.

17. Proposed silo and appurtenances to be fenced.

18. Minimize disturbance in the vicinity of the proposed silo.

19. Keep silo as low as possible and color of the silo is to be green.

20. Check standard size silo, diameter vs height.

21. No asphalt lot. Lot to be covered with crusher run gravel.
22. Want PH monitoring at existing (mine) entrance bridge and at S.R. 92. Consider/simplify design that no large structures are required. (Debris during major stormwater event is of concern). We may need an alternate location depending on where mixing is optimal for stream conditions.
23. Check on use and design of silo ladder.
24. Use two smaller propane tanks vs one large. (For backup Emergency Generator.
25. Use same emergency generator as Maple Run Silo.
26. Have air compressor installed inside proposed silo.
27. Design proposed silo with only one auger feed vs. two. Check with Chemico or similar manufacturer, dual cone/auger may be their standard design. Which would open us for discussion on the dual system.
28. Design hydrated lime fill line location such that most convenient for lime truck.
29. Utilize large sweep fitting or possibly 45-degree angles in fill line. No 90-degree angles.
30. Make sure floor drainage lines inside silo aren't installed under floor beams.

We will also need to install a #2 Eclipse Flushing Hydrant (2") for the PSD to blow off their line. We may need to extend the water line beyond the meters and our parking lot to ensure our parking lot is not flooded during blow off.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Office of Abandoned Mine Lands & Reclamation



ENGINEERING COST PROPOSAL

Page 1 of 1 pages

Project Name: Pell Road Doser Upgrade Project

DATE: 9/1/2021

ITEM # A	DESCRIPTION B	CONTRACT UNITS C	UNIT BID PRICE D	UNITS THIS APPLICATION E	COST THIS APPLICATION F	UNITS COMPLETED TO DATE G	PROPOSED PROJECT COST H=(CxD)
TASK I: Site Investigation							
A. Professional Services:							
I. Professional Staff:							
101	Senior Project Manager/Engineer	8	\$194.00	0	Hrs. \$	0	Hrs. \$ 1,552.00
102	Project Geologist			0	Hrs. \$	0	Hrs. \$ -
103	Project Engineer			0	Hrs. \$	0	Hrs. \$ -
104	CADD Technician			0	Hrs. \$	0	Hrs. \$ -
B. Engineering Expenses:							
I. General Expenses							
201	Automobile Expense	262	\$0.56	0	Miles \$	0	0.56 \$ 146.72
TASK I: Site Investigation Subtotal							\$1,698.72
TASK II: Geotechnical Investigation							
A. Professional Services:							
I. Professional Staff:							
101	Senior Project Manager/Engineer	8	\$194.00	0	Hrs.	0	Hrs. \$1,552.00
102	Project Geologist	20	\$118.00	0	Hrs.	0	Hrs. \$2,360.00
103	Project Engineer			0	Hrs.	0	Hrs. \$0.00
B. Engineering Expenses:							
I. General Expenses							
201	Automobile Transportation	524	\$0.56	0	Hrs.	0	Hrs. \$293.44
202	Per Diem			0	Hrs.	0	Hrs. \$0.00

C. Field Services:

I. General Drilling/Subsurface Exploration Services

301	Geotechnical Drilling	1	L.S.	\$4,140.90	0	L.S.		\$4,140.90
D. Laboratory Services								
401	Soil Testing	1	Ea.	\$2,541.50	0	Ea.	0	\$2,541.50
TASK II: Geotechnical Investigation Subtotal								
								\$10,887.84

TASK III: Silo Foundation Pad Design

A. Professional Services:

I. Professional Staff:

101	Senior Project Manager/Engineer	8	Hrs.	\$194.00	0	Hrs.	0	Hrs.	\$1,552.00
102	Project Engineer		Hrs.		0	Hrs.	0	Hrs.	\$0.00
103	Staff Engineer	24	Hrs.	\$102.00	0	Hrs.	0	Hrs.	\$2,448.00
104	CADD Technician II		Hrs.		0	Hrs.	0	Hrs.	\$0.00

B. Expenses:

I. General Expenses

201	Automobile Expense	262	Miles	\$0.56	0	Miles	0	Miles	\$146.72
202	Large Format Zerox		Ea.		0	EA	0	EA	\$0.00
TASK III: Silo Foundation Pad Design Subtotal									\$4,146.72

TASK IV: Construction Plans/Specifications

A. Professional Services:

1. Professional Staff:

101	Senior Project Manager/Engineer	128	Hrs.	\$194.00	0	Hrs.	0	Hrs.	\$24,832.00
102	Project Engineer	42	Hrs.	\$105.00	0	Hrs.	0	Hrs.	\$4,410.00
103	Staff Engineer		Hrs.		0	Hrs.	0	Hrs.	\$0.00
104	Staff Scientist	272	Hrs.	\$98.00	0	Hrs.	0	Hrs.	\$26,656.00
105	CADD Technician II		Hrs.		0	Hrs.	0	Hrs.	\$0.00
TASK IV: Construction Plans/Specifications Subtotal									
									\$55,898.00

TASK V: PSD Water Line Extension Design

A. Professional Services:

I. Professional Staff

101	Senior Project Manager/Engineer	8	Hrs.	\$194.00	0	Hrs.		0	Hrs.	\$1,552.00
102	Project Engineer		Hrs.		0	Hrs.		0	Hrs.	\$0.00
102	Staff Scientist	16	Hrs.	\$98.00	0	Hrs.		0	Hrs.	\$1,568.00

B. Expenses:

I. General Expenses

Costs		Miles	\$0.56	0	Miles	0	Miles	\$146.72
201	Automobile Expense	262						
202	Large Format Zerox		Ea.	0	Ea.	0	Ea.	\$0.00

TASK V: PSD Water Line Extension Design Subtotal

TASK VI: Stream Bank Protection Design

A. Professional Services:

I. Professional Staff:

A. PERSONNEL COST SUMMARY		16		Hrs.	\$194.00	0	Hrs.	0	Hrs.	\$3,104.00
101	Senior Project Manager/Engineer			Hrs.						
102	Project Engineer			Hrs.		0	Hrs.	0	Hrs.	\$0.00
102	Staff Engineer			Hrs.		0	Hrs.	0	Hrs.	\$0.00

TASK VI: Stream Bank Protection Design Subtotal

TASK VII: Demolition Plan Design

A. Professional Services:

I. Professional Staff

101	Senior Technical Director	4	Hrs.	\$225.00	0	Hrs.	0	Hrs.	\$900.00
102	Senior Project Manager/Engineer	8	Hrs.	\$194.00	0	Hrs.	0	Hrs.	\$1,552.00
102	Staff Engineer		Hrs.		0	Hrs.	0	Hrs.	\$0.00

TASK VII: Demolition Plan Design Subtotal

TASK VIII: Cost Estimate

A. Professional Services:

I. Professional Staff:

201	Senior Project Manager/Engineer	8 Hrs.	\$194.00	0 Hrs.	0 Hrs.	\$1,552.00
202	Project Engineer	Hrs.		0 Hrs.	0 Hrs.	\$0.00

B. Expenses

Expenses

	Miles	\$0.56	0	Miles	0	Miles	\$0.00
A. General Expenses							
201 Automobile Expense							

TASK VIII: Cost Estimate Subtotal

WVDEP-AML: Pell Road Doser Upgrade Project

Subcontractors

1. Dieffenbach & Hritz LLC – Surveying Services
1095 Chaplin Road Suite 200
Morgantown, WV. 26501
Contact: Michael Hritz, President
Phone: 304.985.5555

2. Core Drilling, LLC – Geotechnical Drilling
620 Lincoln Avenue
Bentleyville, Pa. 15314
Contact: Brian Selvosli
Phone: 412.296.0882

3. Geotechnics – Soil Testing
544 Braddock Ave
East Pittsburgh, PA 15112
Contact: Kelly Cummings
Phone: 412.823.7600



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/22/2021

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Tetra Tech, Inc. 1500 Citywest Boulevard, Suite 1000 Houston TX 77042 USA		INSURER A: Lexington Insurance Company	19437
		INSURER B: Zurich American Insurance Company	16535
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO1817406-03	10/01/2021	10/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP1857085-03	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	<input checked="" type="checkbox"/> 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			WC2540616-03	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/> Professional Liability and Contractor's Pollution Liability			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2021	10/01/2022	Each Claim \$1,000,000 Aggregate \$1,000,000

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

Reference: Pell Road Doser Upgrade Cost Proposal P287634
The State of West Virginia is included as additional insured in accordance with the policy provisions of the Commercial General Liability and Automobile Liability policies. Workers' Compensation policy includes coverage for West Virginia. Includes 30 days notice of cancellation (except 10 days for non-payment of premium).

CERTIFICATE HOLDER**CANCELLATION**

WV DEP AML&R Attn: Leigh Ann Shaffer 101 Cambridge Place Bridgeport, WV 26330	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 <i>Aon Risk Insurance Services West, Inc.</i>