



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: 08-20-2026

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 0313 DEP2700000004 1	Change Order No:	Procurement Folder:	2028629
Document Name:	PQEOI: 2024 AML Contract N1	Reason for Modification:		
Document Description:	PQEOI: 2024 AML Contract N1			
Procurement Type:	Central Purchase Order			
Buyer Name:	Joseph (Josh) E Hager III			
Telephone:	(304) 558-2306			
Email:	joseph.e.hageriii@wv.gov			
Shipping Method:	Best Way	Effective Start Date:	2026-08-20	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:		

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000192564 RUMMEL KLEPPER & KAHL LLP 159 Plaza Drive Keyser WV 26726 US Vendor Contact Phone: 304-788-3370 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: Jessica S Chambers Requestor Phone: (304) 414-1140 Requestor Email: jessica.s.chambers@wv.gov 2027 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 1000 TECHNOLOGY DRIVE FAIRMONT WV 26554 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

CR 8-21-26

Purchasing Division's File Copy

Total Order Amount:	\$385,300.00
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PURCHASING DIVISION AUTHORIZATION DATE: <i>8/20/2026</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>8/20/2026</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>8-26-26</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The vendor, Rummel Klepper & Kahl LLP., agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, for the 2024 AML Contract N1 per the specifications, terms and conditions, and the vendors submitted cost proposal dated 7/17/2026, all incorporated herein by reference and made a part hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	385300.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Professional Engineering Services

Extended Description:

Professional Engineering Services
AML Pre-Qual EOI 2024 Contract N1
Camp Hope Highwall Project

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

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

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

☐ **Other:** Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

☐☐☐☐

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$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.

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

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

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

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

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

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

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

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

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

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

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

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

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

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

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

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

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

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

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

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

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

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

(Printed Name and Title) Jeff Stanislawczyk, Contract Manager

(Address) 159 Plaza Drive, Keyser, WV 26726

(Phone Number) / (Fax Number) 304.788.3370 / 304.788.3577

(email address) jstanislawczyk@rkk.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Rummel, Klepper & Kahl, LLP

(Company)


(Signature of Authorized Representative)

Nathan C. Atkinson, PE Partner

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

410-299-3224 / 717-633-1987

(Phone Number) (Fax Number)

natkinson@rkk.com

(Email Address)



SCOPE OF WORK NARRATIVE
for
AML Contract 2024 AML Contract N1

Submitted To:

**West Virginia Department of Environmental Protection
Office of Abandoned Mine Lands and Reclamation**

July 17, 2026



RK&K
ENGINEERS

Rummel, Klepper & Kahl, LLP
159 Plaza Drive
Keyser, West Virginia 26726

July 17, 2026

West Virginia Department of Environmental Protection
Office of Abandoned Mine Lands and Reclamation
1000 Technology Dr., Suite 3220
Fairmont, WV 26554

Jamie M. Shafer ERS3

RE: Proposal – For Engineering Services
AML Contract 2024 AML Contract N1
AEOI [0313 DEP2600000003]

Jamie Shafer,

RK&K is pleased to submit this proposal to the West Virginia Department of Environmental Protection–Division of Land Restoration, Office of Abandoned Mine Lands (WVDEP-DLR-AML) for engineering and design services for the ONE project sites for AML Contract 2024 AML Contract N1.

Our proposal is based on our understanding of the scope of work following our field review of the project areas with WVDEP-DLR-AML, subsequent emails, and observations made and discussions during site visits. A detail of the site visit(s), emails, observations and discussions during site visits are summarized below:

1. [SITE VISIT Scope meeting and walk thru on June 18, 2026 at 132 Camp Hope Rd, 26250]
2. [EMAIL DATE On 6/22/26 Meeting minutes were submitted and on 6/23/26 comments were received for revision to the minutes and on 6/24/26 those revisions were submitted. TO, FROM, AND SUBJECT MATTER All emails were sent to Jamie Shafer from Jeffrey Stanislawczyk with a subject matter of Camp Hope Field Meeting Notes. Copies of meeting minutes are attached to this document.]

Below is a breakdown of the fees associated with each project site for AML Contract 2024 AML Contract N1.

PROJECTS	FEE
Camp Hope Highwall	\$385,300
TOTAL FOR ENGINEERING SERVICES	\$385,300.00

The scope, schedule, and estimates for each respective project site under AML Contract 2024 AML Contract N1 are included with this letter.

PROJECT UNDERSTANDING

The AML Contract 2024 AML Contract N1 Project includes ONE separate AML project sites. For accounting purposes, each project (site) is referred to as a commodity with separate costs identified per project or commodity. RK&K will track and invoice project costs by commodity line so that each project's true cost can be accounted for.

The ONE project sites or commodity lines included in this contract are:

Project/Commodity Line 1 – [PROJECT SITE 1 – Camp Hope Highwall]

Brief descriptions for each project site follow.

Project/Commodity Line 1: [PROJECT SITE 1 – Camp Hope Highwall]. DH - A section of dangerous highwall located in close adjacency to a church camp. This highwall runs approximately 500 LF, and is 20 FT in height, with sheer rock faces. The bench may be utilized as a play/hiking area for the children and families that attend the camp. 79°54'50"W 39°4'18"N to 79°54'50"W 39°4'13"N

H - A highwall measuring approximately 15 feet tall. Slope is not too severe, and consists mostly of soil rather than sheer, unstable rock face. 79°54'45"W 39°4'20"N to 79°54'50"W 39°4'18"N

H - A highwall measuring approximately 15 feet tall. Slope is not too severe, and consists mostly of soil rather than sheer, unstable rock face. 79°54'50"W 39°4'13"N to 79°54'50"W 39°4'9"N

WA - At the time of sampling, flow was less than 1 GPM. Sampling yielded a pH of 4.3, iron of 1.2 mg/L, and sulfates 75 mg/L. It seems that most of the water is surface runoff, and flows over the highwall and through the spoil, picking up materials, sediment, and dropping in pH as it continues towards the main stream. While this WA is present, there are other channels that were dry at the time of sampling due to a severe drought.

It is RK&K's understanding WVDEP-DLR-AML will be represented by:

- Jamie Shafer, Design (Project Manager)
- Vivien Haley, Planning
- Nicholas Payne, Realty
- Justin Haymond, Construction

The WVDEP-DLR-AML representatives above will work with Jeff Stanislawczyk, RK&K's Project Manager and his team to complete all necessary services to move said project to completion.

SCOPE OF WORK

The proposed scope of work for each project site (Commodity Line) will include project development, design, documentation, oversight and engineering services necessary for each project, including surveying, mapping, exploratory services, design, cost estimating, permitting, and construction related professional services.

The proposed scope of work is organized in a series of tasks and subtasks that mirror the WVDEP-DLR-AML spreadsheet template that was provided for RK&K's use to develop our cost fee proposal. The spreadsheet template follows:

Task I — NEPA & EA (TO BE DETERMINED BY WVDEP-DLR-AML)

- A. Agency Coordination
- B. Public Involvement
- C. For a Detailed Description of Services Required (DDSR) see Appendix A

Task II — Realty (TO BE DETERMINED BY WVDEP-DLR-AML)

- A. EROE
- B. CROE
- C. Pre-Bid Meeting Notice
- D. Pre-Construction Conference Notice
- E. For a Detailed Description of Services Required (DDSR) see Appendix A

Task III — Design

- A. Site Reconnaissance and Investigations (ONLY)
- B. Surveying and Mapping
- C. Geotechnical Investigations and Reports
- D. Analysis and Design
- E. Preparation of Plans, Specifications, and Engineers Estimate (including all revisions)
- F. Permitting (including, but not limited to, WVDOH MM-109, WVDEP NPDES, ACOE, Forest Services, County Floodplain, Stream Activity Permit)
- G. Pre-Bid Meeting and Addendum Completion
- H. For a Detailed Description of Services Required (DDSR) see Appendix A

Task IV — Construction Oversight

- A. Pre-Construction Conference
- B. Pre-Construction Inspection

- C. Active Construction Inspection
- D. For a Detailed Description of Services Required (DDSR) see Appendix A

Task V — Post-Construction Oversight

- A. Post Construction Inspections
- B. For a Detailed Description of Services Required (DDSR) see Appendix A

The following lists of services applicable to this project correspond with the tasks outlined above:

Task I — National Environmental Policy Act (NEPA) and Environmental Assessment (EA)

(TO BE DETERMINED BY WVDEP-DLR-AML)

Task II — Realty

Any efforts associated with this task, prior to construction, to be completed by the WVDEP-DLR-AML, except for RK&K being responsible for maintaining an ROE register throughout the duration of the project.

It is understood that regardless of the location of mine features on a given parcel, additional EROEs may be required from additional parcels, within or outside the project area, to access these features for exploratory work (surveying and drilling).

Prior to construction, RK&K's Engineer of Record, and/or project manager and/or construction inspector shall visit each impacted parcel of land to obtain photographic documentation of such items as general site conditions, property monuments, fences, trees in proximity of planned ground disturbance, existing driveways and roads, etc. A Detailed Description of Services Required (DDSR) can be found in Appendix A.

Task III — Design

Site Reconnaissance and Exploration

This subtask includes site reconnaissance for project planning to establish the extent and locations of problem areas, obtain photographic documentation of the site, develop preliminary notes and sketches, review possible access routes to be used during construction, develop list of necessary permits, and develop EROE and CROE registers, etc.

Surveying and Mapping

Surveying for this project will include drilling locations, construction control, historic mine mapping, hill shade and/or aerial photography, and topographic surveying. Topographic

mapping shall have contour intervals of two (2) feet, or what is deemed necessary for project design. Data will be used for design of the access roads for drilling and construction purposes.

Detailed site photos will be taken to ensure the pre and post conditions are maintained. Property information will be shown on the plans using the tax map information, unless otherwise specified.

A minimum of three (3) survey control points shall be established and shown on the mapping. Found corner/property monumentation on impacted parcels will be located during field surveying. Existing structures including pipes and culverts will be located. Pipe sizes and type will be noted on the mapping. RK&K will survey locations of existing visible utilities, as well as utility locations marked following a locate request by RK&K to WV 811 along with any utilities located on the ownership questionnaire.

Borings drilled for setting piezometers under the geotechnical exploration will be surveyed for horizontal and vertical location.

Ground survey planimetrics shall be established to properly locate existing features (fences, gates, roads with types, and cemeteries, etc.)

Geotechnical Exploration

This subtask includes drilling test borings to determine the elevation and location of coal seam/mine workings and depth of impounded water. Borings equipped with casing to serve as piezometers will be planned to be installed, if necessary. Information obtained will be used to provide volume of refuse, borrow material, and soil cover needed. Reclamation and revegetation of drill pad and access roads, including construction access road (if necessary), will be performed.

RK&K will monitor the soil/rock borings and produce boring logs documenting encountered conditions.

RK&K acknowledges the burden of identifying boring locations falls upon the Consultant.

Disturbed areas resulting from drilling will be seeded and mulched upon completion of the investigation. Access roads and drill pads will be regraded to as close to original contours as practical.

A geotechnical investigation report will be provided to WVDEP-DLR-AML upon the completion of this work.

Analysis and Design

This subtask includes developing a conceptual reclamation plan for the site. RK&K will prepare 30 percent conceptual plans showing the proposed reclamation for the site. The requirements of the 30 percent conceptual plans can be found in the Detailed Description of Services Requested (DDSR) in Appendix A. Scoring matrices and report cards can be found in Appendix B.

Preparation of Plans, Specifications and Engineer's Cost Estimate

Plans will be developed for the purpose of bidding and construction and will include erosion and sediment control, grading and stabilization of all disturbed areas, sealing of all openings, controlled drainage to the nearest natural drainage area and site restoration.

This subtask involves the design and preparation of construction drawings, technical specifications, engineer's construction cost estimate, and contractor's bid forms after receiving WVDEP-DLR-AML's concurrence with the 30 percent conceptual plans. RK&K will prepare and make the following submissions to WVDEP-DLR-AML, including the previously referenced items:

1. A 60 percent complete submission,
2. A 90 percent complete submission; and
3. Final documents (permits, reports, calcs etc.) issued for bidding and construction.

The WVDEP-DLR-AML design and construction representative shall score each submission. A review meeting shall be conducted with WVDEP-DLR-AML following the 30, 60, and 90 percent completed submissions. Following these meetings, RK&K will revise the design documents based on WVDEP-DLR-AML review comments and prepare the next submission of the bidding/construction documents. RK&K has included time to make revisions to the bidding documents following WVDEP-DLR-AML review.

Construction cost estimates and project timelines will be developed for the project. A project schedule will be developed, for each site, and included in the agreement to be referred to during design. Cost estimates will be assembled using comparative bid information, engineering estimates, and/or consultation with construction contractors.

Permitting

This subtask includes the preparation and submission of the appropriate application forms and supporting documentation for the following permits/approvals, if deemed necessary:

1. West Virginia Division of Highways (WVDOH) MM-109 encroachment permit
2. WVDEP National Pollutant Discharge Elimination System (NPDES) General Construction Stormwater Permit
3. USACOE Permit
4. Forest Service Permit
5. County Floodplain Permit
6. Stream Activity Permit
7. All other permits deemed necessary

RK&K shall compile all permitting information into a permitting matrix that will be provided in each submission throughout the design. All changes / updates to the specified permits shall be completed by RK&K as part of this subtask.

RK&K will prepare the applications for the respective permits for signature by the WVDEP-DLR-AML, and WVDEP-DLR-AML's submission of the permit application to the appropriate office.

RK&K will prepare the NPDES application, provide written response on behalf of WVDEP-DLR-AML to WVDEP Environmental Enforcement notices, submit renewal/reissuance requests for the permit, and notify WVDEP-DLR-AML when to apply for the Notice of Termination.

WVDEP-DLR-AML will be listed as the original applicant on the NPDES permit. Once a construction contract has been awarded, RK&K will prepare a WVDEP NPDES permit modification to add the construction contractor as a co-applicant.

The contractor will be responsible for permit modifications, if required, by WVDEP's Division of Water and Waste Management.

Pre-Bid Conference Meeting

RK&K shall provide their Engineer of Record or the project manager who was involved in the overall project design to conduct the on-site pre-bid conference meeting. The planned construction inspector, who will provide construction oversight, will also attend the pre-bid meeting. RK&K shall complete the construction stakeout that mirrors the geometric layout prior to the conference. RK&K shall conduct the pre-bid meeting including bidder information, providing an overview of the project requirements, video recording of the meeting, documenting bidder questions and responses to the questions in a pre-bid meeting memorandum, keeping the pre-bid meeting sign-in sheet, and preparation of addendum. Pre-bid conference meeting documents and video shall be provided to the WVDEP-DLR-AML by RK&K.

Task IV — Construction Oversight

Pre-Construction Conference Meeting

RK&K shall provide their Engineer of Record or the project manager who was involved in the overall project design to conduct the on-site pre-construction conference meeting. The planned construction inspector, who will provide construction oversight, will also attend the pre-construction conference meeting. RK&K will video record the pre-construction conference meeting. Project submittals from the contractor will be reviewed and approved by RK&K prior to the Notice to Proceed. The video recording and submittals will be provided to the WVDEP-DLR-AML by RK&K.

Design files (plans, specifications, engineer's cost estimate, permit applications, permits, geotechnical exploration information, etc.) shall be provided to the WVDEP-DLR-AML by RK&K.

Construction Inspection

This task includes continuous project construction oversight, observation, and monitoring site conditions and construction progress, documentation, engineering, and related office services to ensure the contractor meets the terms of the construction contract. No testing such as aggregate gradation, soundness, durability, soil moisture/density relationship testing, field density tests, concrete or grout testing, soil analysis, etc. is included in this proposal. RK&K will review results of required quality assurance/control tests provided by the contractor. RK&K will provide an assigned, and WVDEP-DLR-AML approved, construction inspector qualified to perform such services.

Construction inspection services will include a pre-construction inspection, landowner contact, pre-construction photographs, identification of potential hazards, review of plans to identify conditions on-site which may contradict plans, etc.

RK&K will provide construction management services during the project acting as an agent for WVDEP-DLR-AML. RK&K's construction inspector will call to the attention of the contractor failure of the work or materials to conform to the specifications and suggest that the contractor correct the noncompliance work. If this communication is not effective, RK&K shall issue a stop work notice (suspension of work), if necessary. RK&K will document instances where the contractor's work is not in compliance including date, time, contractor representative who was informed of non-compliant work, summary of non-compliant activity, verbal notice that payment will not be approved for non-compliant work, and verbal notice that non-compliant work will require removal.

During construction, RK&K's construction inspector will be present on-site when the contractor is performing construction activities. RK&K's construction inspector will document construction activities, take photographs to document stages of the work, keep track of pay items and quantities incorporated in the construction, prepare daily logs and photographs with captions (which shall be provided to the WVDEP-DLR-AML within 48 hours of the activity), track materials and quantities on a daily basis, and prepare weekly and monthly summaries of construction and quantities.

RK&K has estimated a duration of construction of ninety (90) calendar days for this project. Construction monitor time has been proposed in accompanying fee negotiation spreadsheet that includes on-site activities and time to prepare daily documentation provided to the WVDEP-DLR-AML.

RK&K will receive, review, and process contractor pay applications, prepare a professional engineer's project certification, prepare and issue a substantial completion notice, conduct the final inspection, and prepare and issue the final release.

This task also includes administrative support to oversee compliance with applicable laws, such as certified payroll and for verifying the contractor's compliance with Davis-Bacon Act and Infrastructure Investment and Jobs Act (IIJA).

Task V — Post-Construction Oversight

This task includes site visits upon the completion of reclamation construction to document the performance of reclamation measures and site conditions. Site visits are required until the Notice of Termination for the construction stormwater permit has been submitted to WVDEP permitting. Each visit will be documented in a daily report style log with photographs attached. Post-construction oversight reports shall be provided to the WVDEP-DLR-AML. A total of twelve (12) visits has been included for the warranty period and the final release inspection.

METHODOLOGY & APPROACH

RK&K's proposed scope of services, for each specified project site.

Project/Commodity Line 1: [PROJECT/SITE 1 – NAME]

This project includes [DH - A section of dangerous highwall located in close adjacency to a church camp. This highwall runs approximately 500 LF, and is 20 FT in height, with sheer rock faces. The bench may be utilized as a play/hiking area for the children and families that attend the camp. 79°54'50"W 39°4'18"N to 79°54'50"W 39°4'13"N

H - A highwall measuring approximately 15 feet tall. Slope is not too severe, and consists mostly of soil rather than sheer, unstable rock face. 79°54'45"W 39°4'20"N to 79°54'50"W 39°4'18"N

H - A highwall measuring approximately 15 feet tall. Slope is not too severe, and consists mostly of soil rather than sheer, unstable rock face. 79°54'50"W 39°4'13"N to 79°54'50"W 39°4'9"N

WA - At the time of sampling, flow was less than 1 GPM. Sampling yielded a pH of 4.3, iron of 1.2 mg/L, and sulfates 75 mg/L. It seems that most of the water is surface runoff, and flows over the highwall and through the spoil, picking up materials, sediment, and dropping in pH as it continues towards the main stream. While this WA is present, there are other channels that were dry at the time of sampling due to a severe drought.

Project Description

The proposed construction is to stabilize the slope adjacent to the camp buildings at Camp Hope, where a highwall is present from a pre-1977 abandoned mine site. The project will include a reclamation of the existing highwall to at least a 2(H):1(V) slope or 3(H):1(V) slope. An underdrain is also anticipated to be installed at the base of the existing highwall. A riprap channel is proposed to be installed to direct surface drainage down the hillside and capture any additional seeps that may be emitted from the spoil. Based on available mapping, it is anticipated that the project site is located within the Bakerstown Coal Seam.

Scope of Services

Task III – Design

A. Site Reconnaissance and Investigations

- a. Establish the extent and locations of project area
- b. Obtain photographs of the site
- c. Develop preliminary sketches

- d. Review possible access routes to be used during construction

B. Surveying and Mapping

- a. Surveying for this project will include drilling locations, construction control, historic mine mapping, hill shade and/or aerial photography, and topographic surveying.
- b. Topographic mapping shall have contour intervals of two (2) feet, or what is deemed necessary for project design.
- c. Detailed site photos will be taken to ensure the pre and post conditions are maintained.
- d. Property information will be shown on the plans using the tax map information, unless otherwise specified.
- e. A minimum of three (3) survey control points shall be established and shown on the mapping.
- f. Found corner/property monumentation on impacted parcels will be located during field surveying.
- g. Existing structures including pipes and culverts will be located. Pipe sizes and type will be noted on the mapping.
- h. Existing visible utilities, as well as utility locations marked following a locate request along with any utilities located on the ownership questionnaire.
- i. Borings drilled for setting piezometers under the geotechnical exploration will be surveyed for horizontal and vertical location.
- j. Existing features (fences, gates, roads with types, and cemeteries, etc.) shall be located and shown on the drawings.
- k. Coordinate with Central Barbour PSD to check on city water line location and verify on drawings.

Exclusions:

- 1. Night and weekend fieldwork.

Schedule

Based on our current workload, we anticipate survey shortly after we receive written authorization to proceed. We anticipate being on site to perform initial survey tasks the week of August 24th. It is assumed that the eagle nests in the area will not impact our field work. We estimate the initial fieldwork to take about 2 weeks to complete, with subsequent surveying tasks resulting in an additional two weeks.

C. Geotechnical Investigations and Reports

- a. Review available subsurface and geological information and develop a subsurface exploration and laboratory testing program for the proposed reclamation of the highwall.
- b. Perform a site reconnaissance at the project site. A geotechnical engineer will locate the test pit locations in the field with a handheld GPS and/or based on existing site features.
- c. A subcontractor under contract to RK&K, will mobilize an excavator to the project site. The subcontractor will be responsible for contacting MISS Utility, and other required governmental agencies to clear public utilities. Access to the project site will be provided by the client after the end of July.

- d. The subsurface exploration will consist of excavating a minimum of four test pits to refusal depth to locate bedrock. It is anticipated that bedrock will be encountered prior to a depth of 15-ft below the existing ground surface. Grab samples will be obtained at various depths during the excavation. Additionally, four hand augers will be performed along the slope to obtain additional grab samples for soil index testing. It is assumed all fieldwork will be completed in Level D PPE and will be conducted between the hours of 7 AM to 5 PM.
- e. All excavations will be backfilled with excavated materials.
- f. RK&K will provide a full-time geologist or geotechnical engineer to observe and document the subsurface exploration field activities.
- g. An AASHTO accredited laboratory will conduct laboratory testing on selected SPT samples. The testing will determine the: natural moisture content for 16 samples, the grain-size distribution using mechanical sieves without hydrometer for 8 samples, the Atterberg limits for 8 samples, and corrosion testing on 1 grab sample.
- h. RK&K will evaluate the results of the subsurface exploration and laboratory testing and prepare a Geotechnical Engineering Report (GER) in accordance with generally accepted standards. The results of the subsurface exploration and analysis will be submitted in the GER containing the following:
 - i. A brief review and description of our field and laboratory test procedures and the results of the testing conducted;
 - ii. A review of the area and site geologic conditions.
 - iii. A review of subsurface conditions encountered with available physical properties.
 - iv. A summary of the laboratory testing results;
 - v. Recommendation for reclamation of the highwall;
 - vi. Recommendations for the proposed underdrain; and
 - vii. Recommendation to aid in earthwork and other geotechnical concerns related to the proposed construction outlined herein.
 - viii. Coal pavement depth
- i. RK&K will provide written responses to comments received from the DEP's review of the GER. The GER will be updated to incorporate the response to comments.
- j. Aid in the development of contract plans, which include mine mapping overlays.
- k. Perform QA/QC on all geotechnical deliverables.

Geotechnical Exclusions:

- 1. Night and weekend fieldwork.
- 2. Hazardous materials sampling, monitoring, drumming, disposal, and personal protection.
- 3. Groundwater sampling.
- 4. Subsurface explorations to explore the Bakerstown Coal Seam.
- 5. SPT borings
- 6. Environmental permitting.
- 7. SWM borings and design.
- 8. Construction phase services.
- 9. Right-of-Way.

Schedule

Based on our current workload, we anticipate boring stakeout and performing the required utility clearances shortly after we receive written authorization to proceed. We anticipate mobilizing our subcontractor to perform our exploration the week of August 24th. It is assumed that the eagle nests in the area will not impact our field work. However, if the eagle nests do not allow for our fieldwork to be performed, subsequent deliverables will be delayed. We estimate the fieldwork to take about 2 days to complete, the laboratory testing three weeks, and the geotechnical engineering study will be submitted about two weeks after receipt of the laboratory results. However, we can provide preliminary verbal findings within two to three days of completion of the fieldwork.

D. Analysis and Design

a. Drainage

i. Review of Existing Data and Site Investigation

1. Review of all provided data from WVDEP, aerial topography, drainage area characteristic information, and other relevant information that may affect various design elements.
2. Conduct a site visit to identify preliminary drainage conditions, including drainage channel near Camp Hope to evaluate stability and H&H capacity.

ii. Drainage Analysis

1. RK&K will perform and refine the hydrologic/hydraulic computations as necessary to design the drainage improvements for each stage of design submittals. H&H calculations will be completed for improvements of the drainage ditch adjacent to the Camp Hope cabins, as well as the proposed underdrain within the site grading, as defined within the OSM-51.

E. Preparation of Plans, Specifications, and Engineers Estimate

- a. Preparation of 30% plans including Site Plans, Site Details, Drainage Details, Profiles, Erosion and Sediment Control Plan, Erosion and Sediment Control Details. A 30% design report will be developed to summarize the design development and conceptual solutions to the OSM-51 problem descriptions.
- b. Preparation of 60% plans (Preliminary PS&E) including Site Plans, Site Details, Drainage Details, Profiles, Erosion and Sediment Control Plan, Erosion and Sediment Control Details, incorporating comments received from DEP at 30%.
- c. Preparation of 90% plans including Site Plans, Site Details, Drainage Details, Profiles, Erosion and Sediment Control Plan, Erosion and Sediment Control Details, incorporating comments received from DEP at 60%.
- d. Preparation of the 100% Issued for Bid documents, including final Site Plans, Site Details, Drainage Details, Profiles, Erosion and Sediment Control Plan, Erosion and Sediment Control Details, incorporating comments received from DEP at 100%.

F. Permitting

- a. This includes the preparation and submission of the appropriate application forms and supporting documentation for the following permits/approvals, if deemed necessary:
 - i. West Virginia Division of Highways (WVDOH) MM-109 encroachment permit
 - ii. WVDEP National Pollutant Discharge Elimination System (NPDES) General Construction Stormwater Permit
 - iii. USACOE Permit
 - iv. Forest Service Permit
 - v. County Floodplain Permit
 - vi. Stream Activity Permit
- b. Permitting information will be placed into a permitting matrix that will be provided in each submission throughout the design. All changes and updates specified to the specific permit shall be completed.
- c. Applications will be prepared for the respective permits for signature by the WVDEP-DLR-AML, and WVDEP-DLR-AML's submission of the permit application to the appropriate office.
- d. The NPDES application will be prepared, written responses will be provided on behalf of WVDEP-DLR-AML to WVDEP Environmental Enforcement notices, any renewal or reissuance requests for the permit shall be submitted, and WVDEP-DLR-AML will be notified when to apply for the Notice of Termination.
- e. WVDEP-DLR-AML will be listed as the original applicant on the NPDES permit and once a construction contract has been awarded a WVDEP NPDES permit modification will be prepared to add the construction contractor as a co-applicant.
- f. The contractor will be responsible for permit modifications, if required, by WVDEP's Division of Water and Waste Management.

G. Pre-Bid Meeting and Addendum Completion

- a. RK&K will provide their Engineer of Record or the project manager who was involved in the overall project design to conduct the on-site pre-bid conference meeting.
- b. RK&K's planned construction inspector, who will provide construction oversight, will also attend the pre-bid meeting.
- c. Construction stakeout that mirrors the geometric layout will be staked in the field prior to the pre-bid conference.
- d. Pre-bid meeting will be conducted including:
 - i. Bidder information
 - ii. Provide an overview of the project requirements
 - iii. Video record the meeting
 - iv. Document bidder questions
 - v. Document response to the questions in a pre-bid meeting memorandum
 - vi. Provide the pre-bid meeting sign-in sheet
 - vii. Prepare addendums.
 - viii. All meeting documents and video will be provided to the WVDEP-DLR-AML

Task IV – Construction Oversight

A. Pre-Construction Conference

- a. Lead an on-site pre-construction conference (PCC) in accordance with Appendix A, Section 2.4, of the DDSR.

B. Pre-Construction Inspection

- a. Project inspector will complete one (1) pre-construction inspection in accordance with Appendix A, Section 2.8, of the DDSR.

C. Active Construction Inspection

- a. Provide one (1) project inspector meeting the approval of WVDEP-DLR-AML to provide construction inspection services in accordance with Appendix A, Sections 2.9 through 2.13 of the DDSR.

Exclusions:

1. Field testing of materials for quality control or quality assurance purposes.
2. Laboratory testing of materials incorporated into the project.

Task V – Post-Construction Oversight

A. Post Construction Inspections

- a. Complete twelve (12) post-construction inspections during the construction warranty period in accordance with Appendix A, Section 2.18, of the DDSR.

The overall summary plan is to start with obtaining all existing conditions as follows but not limited to right of way and property limits, geotechnical conditions, existing utilities, camp building locations, along with survey of topographic and existing drainage features. Design will consist of relocating ditch line on the north side of the camp along with placing underdrain below the coal seam elevation along the highwall running the east side of the property. A 10'-12' wide minimum path with a 2:1 or 3:1 slope tying into the highwall. All work will be done as close to property owners wishes as terrain and geotech will allow. Upon completion of design construction is planned to last 90 calendar days. Trees are to be cleared before March 31, 2027. Access roads are to be maintained and any piping under roads shall be protected. Upon completion of construction RK&K will monitor the site for 12 months and notify contractor of any deficiencies.

PROJECT SCHEDULE

Project design and construction timelines with milestones and critical deadlines and dependencies will be developed for each project site and attached to the proposal.

PROJECT FILE MANAGEMENT

To assure consistency amongst projects, RK&K is required to generate a folder / document sharing portal through the life of the project. Access shall be given to each WVDEP-DLR-AML team member. The following file structure shall be required when submitting documents to the WVDEP-DLR-AML.

MAJOR PROJECT – TITLE

- **CONTRACT CONSULTANT DOCUMENTATION**
(store CPO executed documents and Notice to Proceed)
- **STANDARD DETAILS**
- **PROJECT SITE – TITLE**
 - **DESIGN**
 - 30% PLANS (CONCEPTUAL)
 - Submitted Plans
 - WVDEP-DLR-AML Comments
 - 60% PLANS
 - Submitted Plans
 - Submitted Specifications
 - Submitted Cost Estimate
 - Limits of Disturbance (LOD) for EA
 - WVDEP-DLR-AML Comments
 - 90% PLANS
 - Submitted Plans
 - Submitted Specifications
 - Submitted Cost Estimate
 - Design Calc Briefs
 - All Permits
 - WVDEP-DLR-AML Comments
 - FINAL PLANS (SIGNED/SEALED)
 - Final Plans
 - Final Specifications
 - Final Cost Estimate
 - All drainage, volume, and other design calculations
 - **GEOTECHNICAL INVESTIGATION**
 - **MAPPING/SURVEYING**
 - **PLANNING**
 - **ENVIRONMENTAL**
 - Approved Planning Documents
 - OSM-51 and Problem Area Files
 - Maps
 - Eligibility Statement
 - GIS
 - Habitat Assessments and/or Species Surveys
 - NEPA
 - EA or CE Draft
 - Appendices
 - Consultation
 - USFWS
 - DNR
 - Regional Planning and Development Council
 - SHPO

- Public Participation
- **PERMITTING**
 - WVDEP NPDES Permit
 - Application and Supporting Documentation
 - Approved Permit
 - WVDOH MM-109 Permit
 - Application and Supporting Documentation
 - Approved Permit
 - USACOE Permit
 - Application and Supporting Documentation
 - Approved Permit
 - Forest Service Permit
 - Application and Supporting Documentation
 - Approved Permit
 - Any other Required Permit
- **PRE-BID CONFERENCE**
- **PRE-CONSTRUCTION CONFERENCE**
- **CONSTRUCTION OVERSIGHT**
 - Pre-Construction Inspection
 - Active Construction Inspection
- **POST CONSTRUCTION OVERSIGHT**
- **PROJECT SCHEDULE/TIMELINE**
- **REALTY**
 - EROE
 - Agreement
 - Correspondence
 - Realty Package
 - CROE
 - Agreement
 - Correspondence
 - Realty Package

FEE STRUCTURE & PAYMENT STRUCTURE

RK&K developed our cost proposal fee, organized in a series of tasks and subtasks that mirror the WVDEP-DLR-AML spreadsheet template, based on hours and rate of pay. RK&K acknowledges the negotiation of the scope of work and fee will be based on the tasks and subtasks outlined in this spreadsheet.

RK&K understands the design portion of the contract will be awarded based on a lump sum fee and payment will be distributed based on WVDEP-DLR-AML defined milestones:

1. 25% Fee Payment – Accepted 30 percent plans
2. 25% Fee Payment – Accepted 60 percent plans
3. 25% Fee Payment – Accepted 90 percent plans
4. 25% Fee Payment – Accepted 100 percent plans / Contractor's Notice to Proceed (NTP)

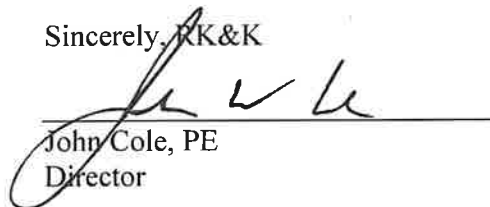
Whereas the construction oversight and post-construction oversight portion of the contract will be awarded based on a loaded hourly rate and a maximum amount payable. The loaded hourly rate shall include the RK&K compensation, overhead costs, travel expenses that generally consist of, but are not limited to, overnight lodging, per diems, tolls, parking, and mileage etc. The loaded rate shall remain in effect for the life of the contract, and no escalation shall be permitted. Invoice frequency for construction oversight and post-construction oversight shall be determined by WVDEP-DLR-AML during contract negotiations.

RK&K acknowledges the WVDEP-DLR-AML has defined the milestones above to include, for payment of the lump sum fee portion of the agreement, at a minimum:

1. 30 percent plans
 - a. For a Detailed Description of Services Required see Appendix A & B.
2. 60 percent plans
 - a. For a Detailed Description of Services Required see Appendix A & B.
3. 90 percent plans
 - a. For a Detailed Description of Services Required see Appendix A & B
4. 100 percent plans / Contractor's NTP
 - a. For a Detailed Description of Services Required see Appendix A, B, and C.

RK&K is pleased to present a proposal to provide services described above for this contract.

Sincerely, RK&K



John Cole, PE
Director

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 2 Pages

Project Name:	Camp Hope Highwall
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WORK COMPLETED

SCHEDULE PER CONTRACT							PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE			
TASK	DESCRIPTION					UNIT	CONTRACT QUANTITY	UNIT BID PRICE	COST	UNITS	COST	UNITS	COST	
TASKS I, II & III: LUMP SUM FEES														
A		TASK I: NEPA & ESA					LS	1	N/A					
B		TASK II: REALTY					LS	1	N/A					
C		TASK III: DESIGN					LS	1	\$223,700.00	\$223,700.00	0.00	\$0.00	0.00	\$0.00
TASK IV: CONSTRUCTION OVERSIGHT														
A		PRE-CONSTRUCTION CONFERENCE												
	1	Project Manager / Senior Engineer					HR	10	\$225.00	\$2,250.00	0.0	\$0.00	0.0	\$0.00
	2	Construction Inspector					HR	10	\$160.00	\$1,600.00		\$0.00	0.0	\$0.00
	3	Mileage					Mile			\$0.00		\$0.00	0.0	\$0.00
	4	Per Diem					Day			\$0.00		\$0.00	0.0	\$0.00
B		Construction Inspection												
	1	Project Manager / Senior Engineer					HR	125	\$225.00	\$28,125.00		\$0.00	0.0	\$0.00
	2	Construction Inspector												
	a	Construction Inspection					HR	510	\$160.00	\$81,600.00	0.0	\$0.00	0.0	\$0.00
	b	Office Work / AMLNET					HR	160	\$135.00	\$21,600.00		\$0.00	0.0	\$0.00
	c	Mileage					Mile			\$0.00		\$0.00	0.0	\$0.00
	d	Per Diem					Day			\$0.00		\$0.00	0.0	\$0.00
TASK V: POST-CONSTRUCTION OVERSIGHT														
A		FIELD VISITS / INSPECTIONS												
	1	Project Manager / Senior Engineer					HR	25	\$225.00	\$5,625.00		\$0.00	0.0	\$0.00
	2	Construction Inspector					HR	130	\$160.00	\$20,800.00		\$0.00	0.0	\$0.00
	3	Mileage					Mile			\$0.00		\$0.00	0.0	\$0.00
	4	Per Diem					Day			\$0.00		\$0.00	0.0	\$0.00

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF ABANDONED MINE LANDS & RECLAMATION											
CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT											
Purchase Order No.: CPO DEPxx*xx						Application No.: FEE NEGOTIATION			Page 2 of 2 Pages		
Contract Name: 2024 AML Contract N1						THE GRAND TOTALS HERE COULD BE MADE A SEPARATE 'SHEET' SO TO SUM ALL PROJECT TOTALS					
Commodity Line: N/A						EACH PROJECT COULD/SHOULD BE ON A SEPARATE 'SHEET', AND PAGE NUMBERS CORRECTED AS NEEDED					
Project Name: N/A						WORK COMPLETED					
SCHEDULE PER CONTRACT						PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE	
TASK	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT BID PRICE	UNIT BID PRICE	UNITS	COST	UNITS	COST	UNITS	COST

CONTRACT NAME:

2024 AML Contract N1		GRAND TOTAL COST	\$385,300.00	GRAND TOTAL PREVIOUS	\$0.00	GRAND TOTAL THIS APPLICATION	\$0.00	GRAND TOTAL TO DATE	\$0.00
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APPENDIX A

DETAILED DESCRIPTION OF SERVICES REQUIRED

The successful A/E firm will be responsible for Design Work of the following (note that the below includes any modifications during construction or notices of termination at the end of the work).

- 1.1 Upon receipt of the Work Directive notification of the authorization to negotiate, the successful A/E firm shall review the documents provided therewith which may include but may not be limited to the OSM-51 document(s), Contract Proposal Requirements (CPR), Detail Description of Services Required (DDSR – this document) and shall request any additional project or site information available. The successful A/E firm shall engage in whatever site reconnaissance and investigations the successful A/E firm deems necessary to successfully scope the project, which shall include a site walk of the project(s) to be part of the contract within 14 calendar days upon notification and at a minimum shall include the successful A/E Firm and all WVDEP-DLR-AML team member(s) assigned to the contract. Any revision and/or addition discovered during the site walk of the project(s) to the scope shall be reviewed by the WVDEP-DLR-AML for comment to generate any additional requirements and/or acceptance for the items to consider before the successful A/E firm proceeds to the development of their cost proposal.
- 1.2 The successful A/E firm shall request all existing information pertaining to the project(s) before drafting the cost proposal, including but not limited to: Exploratory Rights of Entry (EROE), completed Ownership Questionnaire Forms, prior project as-builts (if applicable), example plans / typical details, example specification(s), Supplemental Specifications for Construction and Reclamation Contracts (September 2023 version), Pay Application Template, Pre-Bid Conference (PBC) addendum template, Pre-Construction Conference (PCC) checklist, Notice to Proceed (NTP) letter template, Construction Date Certification Form template, Certification of Construction form template, status report template (or the successful A/E firm can propose their own for approval), current State of West Virginia's approved (and current) National Pollutant Discharge Elimination System (NPDES) Construction Stormwater (CSW) General Permit (WV0115924), US Army Corps of Engineers (USACE) Regional General Permit (RGP) for WVDEP-DLR-AML Revised 11/28/2023 (expires 11/28/2028; permit# LRH-2022-932), and any other information the successful A/E firm believes to be useful that WVDEP-DLR-AML may be able to provide.
- 1.3 Once a more detailed scope of work is agreed upon – which shall include at minimum the problems to be solved and the proposed pathways to the corresponding solutions – the

successful A/E firm will generate and embed said written scope (SOW) into their cost proposal to perform the work that will design solutions to the problems identified. Upon acceptance of the SOW by the WVDEP-DLR-AML the successful A/E firm shall submit a fee proposal within fourteen (14) calendar days.

- 1.4 The successful A/E firm shall generate a folder / document sharing portal and grant access to the WVDEP-DLR-AML team members for all correspondence of the project to be uploaded, shared and saved through the life of the contract.
- 1.5 The successful A/E firm shall add any details to and refining the preliminary project schedules included in the accepted cost proposal to generate more detailed schedules showing start dates, end dates, monthly status meetings with all WVDEP-DLR-AML team members, and durations for all tasks associated with each project – these schedules will need to be updated and transmitted monthly to the WVDEP-DLR-AML throughout the life of each project. Generate a status report table (Spreadsheet format preferred) showing what deliverables are required for each project and inputting the completion date when completed for each item – this shall be kept up to date throughout the life of each project and transmitted monthly. The expectation is that both the more detailed schedule and status report table above shall be reviewed during the kickoff meeting below.
- 1.6 Once an approved Purchase Order (PO) is received, the WVDEP-DLR-AML will issue the successful A/E firm a Notice to Proceed (NTP) to authorize the earliest date which work can begin. After the NTP date, the successful A/E firm must hold a kick-off meeting with the WVDEP-DLR-AML team members to bring up any needs it has and the overall plan to move forward in detail (who specifically is working on what, and any items of note). The successful A/E firm shall take notes in the meeting and email them to the WVDEP-DLR-AML after the meeting is concluded (no later than two (2) business days after – note this requirement is present for any meeting / conference conducted by the successful A/E firm going forward) for review and comment. The successful A/E firm shall also generate, maintain, distribute, and follow up on any action items lists. The successful A/E firm shall generate, maintain, and distribute a project contact list providing the name, area of responsibility, company / agency, phone, and email information for all project stakeholders acting as agents on the project, including within WVDEP-DLR-AML itself and also the successful A/E firm.
- 1.7 The successful A/E firm shall perform site investigations and surveys that may be required. In particular, water, electricity, sewage, septic tanks, communications, and any other above or below ground utilities need to be identified, and the corresponding 811 requests made as part of that identification process.
- 1.8 The successful A/E firm shall overlay all available mine maps on the project site, verify and / or identify all AML features for each project, verify geologic information, and attempt to determine the location of underground mine pools and potential portal

locations that may have been missed based on available data. Relevant features shall be shown on the Plans. The successful A/E firm shall use all available information, investigations, and other resources to determine the best design to properly mitigate and reclaim the sites. An additional, separate sheet shall be provided which includes hill shade mapping.

- 1.9 The successful A/E firm is responsible for performing (or have performed by their agents) the 811 calls prior to drilling / excavating and to keep a record of when this was done, who was talked to, and any written confirmation, if available. Where there is the possibility of fire, such as a refuse pile or coal seam being excavated or drilled into (that could either start a fire or expose an existing smothered fire within the pile to air to take off), the successful A/E firm shall review the plan with the WVDEP-DLR-AML for approval prior to proceeding with the drilling or excavation.
- 1.10 The successful A/E firm is responsible for performing any geotechnical investigations, materials testing, and analysis that may be necessary to properly define and complete the design of each project. Borings shall include hollow stem auguring, split spoon sampling and standard penetration testing, and rock coring. 1½ inch diameter PVC pipe (piezometers) will be set in borings encountering voids drilled above the suspected deep mine entries to be used to monitor water levels during mine dewatering and mine seal construction. PVC casing will be backfilled with auger cuttings at the ground surface. No sand pack is proposed. PVC casing will be installed above the ground surface with a lockable protective covering. 1½ inch diameter PVC casing is proposed since it can be installed through the drill stems in the event gob or broken rock is encountered in the mine void. Borings that are not developed as piezometers will be backfilled with auger cuttings. The successful A/E firm shall monitor the soil/rock borings and produce boring logs documenting encountered conditions.
- 1.11 The successful A/E Firm shall perform topographic surveys and provide planimetric mapping of project sites to achieve the design scope for each project. This includes but is not limited to overlaying the site on a USGS quad map, county highway map, an 811-ticket request for marking utilities within project area, surveying original ground features to create an existing conditions basemap with two (2) foot contour intervals and ten (10) foot index contour intervals. Publicly available LIDAR is prohibited and will not be accepted for existing conditions unless approved by WVDEP-DLR-AML. Topographic mapping shall meet the National Standard for Spatial Data Accuracy (NSSDA) for Horizontal and Vertical accuracy if derived from aerial photography, satellite imagery, UAS photography or 3D LIDAR. Topographic mapping developed from conventional terrestrial survey or GPS survey methods shall meet NSPS MODEL STANDARDS FOR TOPOGRAPHIC SURVEYS Approved 3/12/02. Mapping shall include but is not limited to planimetrics such as location, size, type, and depth of all marked and observable utilities (private or public) / structures / fence / posts / portals /

property corners / bodies of water or vegetation / tree lines / garbage / coal refuse piles / ditches / culverts / traveled ways / pavements or roads (public or private) / and any specified objects, etc. Mapping will also include spot elevations in areas where contours do not accurately depict the topography. Digital copies of the mapping will be developed and be compatible with AutoCAD 2020 format or WVDEP-DLR-AML accepted later edition. Survey collected point data will be provided in P, N, E, Z and D in .csv or compatible format. All survey data will be provided in the horizontal NAD83 (2011) WV State Plane, North or South Zone, US Survey Foot and vertical NAVD 88 (GEOID18) datum coordinate systems. A minimum of three (3) survey control points (rebar or monument with description and reference noted) shall be set at each project site. All surveying deliverables must be signed, sealed, and dated by an active West Virginia Registered Professional Surveyor.

- 1.12 All erosion and sediment control designs and details for all projects shall conform with the State of West Virginia's approved (and current) National Pollutant Discharge Elimination System (NPDES) Construction Stormwater (CSW) General Permit (WV0115924) as obtained by the WVDEP Division of Water and Waste Management (DWWM), and in as such referenced therein the WVDEP Erosion and Sediment Control (ESC) Best Management Practices (BMP) Manual, dated 2006 and revised August 29, 2016 (or current if different). Projects shall be designed such that they can satisfy the requirements of the General Permit and receive a project CSW general permit registration. BMP practices excluding proposed seed for planting, and permit requirements shall be taken into consideration during all stages of the project development and design.
- 1.13 Generate a conceptual (30%) design for review by the WVDEP-DLR-AML, which shall include conceptual plans, and design report that includes a project synopsis of the proposed reclamation of the hazards identified in the agreed upon cost proposal. The 30% design submittal shall include a completed consultant provided column from the "30% Design Review Scoresheet" form. Conceptual plans shall include all information required for the existing site conditions, including a dedicated sheet depicting existing conditions which shall include existing contours, existing utilities, and pre-existing ROWs identified as part of the Ownership Questionnaires. Conceptual plans shall include another dedicated sheet showing the tax map overlay for all parcels within the project limits and information obtained on the Ownership Questionnaires. Mine mapping overlays with the bottom of coal contour structure, Strike/Dip callouts, and coal seam name identification, EROE/CROE status table, planned or actual boring locations, etc. shall all be clearly defined and provided. A dedicated sheet showing the geometric layout of the proposed reclamation features. This design shall identify conceptual engineered solutions to the problems posed in the OSM-51s and subsequent scope in the proposal and show them on the plans. Any danger to the public or property (such as highwalls, landslides, open

portals, underground mine fires, etc.) as well as any impacts to landowners need to be shown and subsequently addressed with an engineered solution in the design at this stage. A permitting matrix to easily identify all the required permits and/or consultations and their status progression throughout the design of the project shall be provided. The site shall have been evaluated at this stage to determine how above-ground and/or subsurface water has contributed to the problems in this area and the correct means to fix this issue without harm to surrounding roads, structures, or the public, if applicable (boring, channels, mine seals, etc.). Conceptual plans shall have the LOD clearly shown with consideration given to access and potential for soil tracking off-site during construction. Consideration shall be given for accessibility during construction and future maintenance. For any construction near a residence, business, or government facility, consideration shall also be given for how the layout / LOD can be tailored to minimize disruption to local landowners, including during construction when both landowners and the construction contractor would need proper access. Consideration shall be given for how the LOD can be tailored to minimize permitting requirements and schedule impacts. Conceptual engineered solutions need to be practical, feasible, long-term, constructible, legal, technically sound, and be safe for both workers and the public – both in the long-term result and during the construction process. Omission statements for any permit(s) or construction specific dates allocations were reviewed and included. All details related to the proposed reclamation. The submittal shall be provided to all the WVDEP-DLR-AML team members through the designated folder / document sharing portal.

- 1.14 All submissions shall receive a preliminary review from the design and construction team members within one (1) week. These reviews will be graded as a pass or fail. Failing submissions completed by either team member shall be returned to the consultant within one (1) week of submission date and shall require a resubmission. A detailed review shall be completed within one (1) additional week of receiving a passing preliminary review. Submissions receiving an overall failing or poor grade after the detailed review by both the design and construction WVDEP-DLR-AML team members will be returned to the consultant and shall require a resubmission.
- 1.15 The successful A/E firm shall schedule and lead a conceptual (30%) design review meeting with the WVDEP-DLR-AML at least one (1) week after receiving the comments back from the WVDEP-DLR-AML. Note any comments or action items that occur before or during the review meeting and email the meeting minutes and action items to the WVDEP-DLR-AML within two (2) business days after the meeting for review and comment. Proceed with updating the design in accordance with WVDEP-DLR-AML comments and processing action items. Upload the conceptual (30%) design and comments to the designated folder / document sharing portal.

- 1.16 Landowner requests and the limitations of those requests need to be considered in the design and incorporated, if approved. An example could include asking the landowner(s) for their preference for felled tree disposal (windrowing vs. hauling them off) and incorporating them into design package (including the construction specifications), as needed.
- 1.17 The successful A/E firm will generate a preliminary (60%) design submission for review by the WVDEP-DLR-AML. The 60% design submittal shall include a completed consultant provided column from the "60% Design Review Scoresheet" form. The 60% preliminary design submission (Preliminary PS&E) should include but not be limited to: preliminary plans, preliminary specifications (WVDEP-DLR-AML has examples available upon request), an Engineer's Estimate for estimated construction costs, preliminary Erosion and Sedimentation Control Plan, any required cut / fill calculations, any required geotechnical investigation reports (including boring logs, reports, analysis, etc.), and any required hydraulic / hydrologic analysis, or other preliminary information, as needed. This design shall build on the accepted conceptual design, incorporate all comments from the conceptual design phase. Temporary and permanent access (for maintenance) shall be clearly shown, as well as the pre-existing ROWs (from the 30% submittal). Design details need to be present in the plans. This shall show any above-ground or below-ground utilities, septic tanks, or obstacles that could have an impact on the design or construction. All underground and over-head utilities including depths (if applicable) or clearances so that crossings and/or obstacles are properly shown, potential relocations are identified and the pathways are correctly placed that construction equipment may take, based on the LOD presented. For situations that could involve road obstructions during construction, traffic control needs to be present in the specifications. For a design involving drilling during construction, both plan and profile views of the drilling must be included. When unclassified excavation is paid for by volume quantity, cut / fill calculations must be presented backing up estimated quantities with the shrink / swell factor(s) explicitly stated. Cross sections for excavations shall be provided, where appropriate. The design needs to be practical, feasible, long-term, constructible, legal, technically sound, and be safe for both workers and the public – both in the long-term result and also during the construction process. At this stage, E&S Controls, whether a phased E&S control approach is required, any preliminary landowner comments or concerns, and any other granular details need to be addressed. This design shall be accurate, complete, and professional enough to show to landowners for comment in advance of acquiring the CROEs. This submittal also needs to provide an updated geometric layout, updated permitting matrix for status of permits, at the time of construction, EROE/CROE status tables, and updated omission statements that were part of the 30% submittal. All draft permits shall be provided to the WVDEP-DLR-AML with this submission. All landowners shall be provided with the 60% plans for review. The consultant shall receive written confirmation from the WVDEP-DLR-AML Realty

Representative of the landowner's receipt of the submittal to each landowner. The submittal shall be provided to all the WVDEP-DLR-AML team members through the designated folder / document sharing portal.

- 1.18 All submissions shall receive a preliminary review from the design and construction team members within one (1) week. These reviews will be graded as a pass or fail. Failing submissions completed by either team member shall be returned to the consultant within one (1) week of submission date and shall require a resubmission. A detailed review shall be completed within one (1) additional week of receiving a passing preliminary review. Submissions receiving an overall failing or poor grade after the detailed review by both the design and construction WVDEP-DLR-AML team members will be returned to the consultant and shall require a resubmission.
- 1.19 The successful A/E firm shall complete a proposed construction layout within 48 hours of an accepted preliminary 60% review. This layout shall be walked by all team members within one (1) week of this layout (if applicable) and shall follow the proposed geometric layout. The A/E firm shall schedule and lead onsite reviews of the design plan for the WVDEP-DLR-AML team members and all effected landowners as part of the project.
- 1.20 The successful A/E firm shall schedule and lead a preliminary (60%) design review meeting with the WVDEP-DLR-AML at least one (1) week after receiving the comments back from the WVDEP-DLR-AML. Note any comments or action items that occur before or during the review meeting and subsequently email the meeting minutes and action items to the WVDEP-DLR-AML within two (2) business days for review and comment. Proceed with updating the design in accordance with WVDEP-DLR-AML comments and processing the action items. Upload all documents to the designated folder / document sharing portal.
- 1.21 The successful A/E firm shall submit WVDEP DWWM NPDES CSW General Permit Registration via the ESS. Prepare all required documentation to obtain the permit. WVDEP-DLR-AML stormwater consultations surveys, documentation, and generation of the related reports for submission, if applicable.
- 1.22 The successful A/E firm shall perform final surveys of the site are needed. All surveying deliverables must be signed, sealed, and dated by an active West Virginia Registered Professional Surveyor and the final survey uploaded into AMLNET.
- 1.23 The successful A/E firm will generate 90% design submission for review by the WVDEP-DLR-AML. The 90% design submittal shall include a completed consultant provided column from the "90% Design Review Scoresheet" form. Additional deliverables include but are not limited to all design deliverables, including all aspects of the 30 and 60 % reviews with updated information. A table indicating the landowner specific requirements related to the project and how they are addressed within the

contract will need to be uploaded as part of the general notes for construction. A separate document shall be required to answer all 60 % comments provided as part of the 90 % submittal for the construction team member to review. The entire submittal shall be provided to the WVDEP-DLR-AML team members and uploaded to the designated folder / document sharing portal.

- 1.24 All submissions shall receive a preliminary review from the design and construction team members within one (1) week. These reviews will be graded as a pass or fail. Failing submissions completed by either team member shall be returned to the consultant within one (1) week of submission date and shall require a resubmission. A detailed review shall be completed within one (1) additional week of receiving a passing preliminary review. The design team member will be the only WVDEP-DLR-AML team member to complete a detailed review of the 90% submission. Submissions receiving an overall failing or poor grade will be returned to the consultant and shall require a resubmission.
- 1.25 The successful A/E firm shall lead a 90% design review meeting with the WVDEP-DLR-AML at least one (1) week after transmitting the 90% design submission package for review. Note any comments or action items that occur before or during the review meeting and subsequently email the meeting minutes and action items to the WVDEPDLR-AML within two (2) business days for review and comment. Upload the 90% design and comments to the designated folder / document sharing portal.
- 1.26 The successful A/E firm shall generate the (100%) Issued for Bid documents to be reviewed by WVDEP-DLR-AML. The 100% design submittal shall include a completed consultant provided column from the "100% Design Review Scoresheet" form. As part of this submission the A/E firm shall confirm all comments have been answered or incorporated. Additional deliverables include but are not limited to all design deliverables, including all aspects of the 30, 60, and 90 % reviews with updated information. A table indicating the landowner specific requirements related to the project and how they are addressed within the contract will need to be uploaded as part of the general notes for construction. Both the specifications and plans must be signed, sealed, and dated by an active West Virginia Registered Professional Engineer. The entire submittal shall be provided to the WVDEP-DLR-AML team members and uploaded to the designated folder / document sharing portal.
- 1.27 All submissions shall receive a final review from the design and construction team members within one (1) week. These reviews will be graded as a pass or fail. Failing submissions completed by either team member shall be returned to the consultant within one (1) week of submission date and shall require a resubmission. A detailed review shall be completed within one (1) additional week of receiving a passing preliminary review. The design team member will be the only WVDEP-DLR-AML team member to complete

a detailed review of the 100% submission. Submissions receiving an overall failing or poor grade will be returned to the consultant and shall require a resubmission.

- 1.28 Upon confirmation of passing Final Reviews the success A/E firm shall transmit the electronic files to the WVDEP-DLR-AML and also upload the Issued for Bid design package into the designated folder / document sharing portal – this includes both pdf and CAD (AutoCAD 2020 format) files of the plans, the specifications, the Engineer's Estimate, geotechnical investigation report, calculations brief, permits and / or project book, a list of required submittals for the construction work, and any other final documentation for the project. Physical copies of the Issued for Bid design package to be mailed or hand-delivered to the WVDEP-DLR-AML – a minimum of six (6) ANSI D-Size (22"x34") sets of the plans are required. The successful A/E firm will also be required to bring one (1) physical copy of Issued for Bid design package to the on-site pre-bid conference (PBC). All documents prepared by a Professional Engineer of the successful A/E firm, including but not limited to Plans, Specifications, Stormwater Pollution Prevention Plan (SWPPP), Calculations Briefs, Geotechnical Investigation Reports, etc. must be signed, sealed, and dated by an active West Virginia Registered Professional Engineer.
- 1.29 The successful A/E firm shall lead a 100% design review meeting with the WVDEP-DLR-AML at least one (1) week after transmitting the 100% design documents package for review. Note any comments or action items that occur before or during the review meeting and subsequently email the meeting minutes and action items to the WVDEPDLR-AML within two (2) business days for review and comment. Upload the 100% design and comments to the designated folder / document sharing portal.
- 1.30 Once WVDEP-DLR-AML submitted the (100%) Issued for Bid documents to WVDEP Purchasing, WVDEP Purchasing will review the documents and subsequently put the project out to bid once any required changes have been made to their satisfaction. The successful A/E firm will be responsible for implementing any required updates that WVDEP Purchasing requests, restamp, and resubmit accordingly in five (5) business days to ensure a quick turnaround to pre-bid.
- 1.31 WVDEP-DLR-AML will be scheduled, and the successful A/E firm will lead the on-site pre-bid conference (PBC) for the potential construction contractors and all other stakeholders. This includes videotaping the PBC conference, documenting any questions / answers / comments discussed during the conference, and providing both the video, sign-in sheet and all conference notes to the WVDEP-DLR-AML within two (2) business days. The geometric layout shall be established before the pre-bid and the stakes shall be removed when the pre-bid is concluded, The successful A/E firm shall producing an addendum document (WVDEP-DLR-AML has a template available) within two (2) business days based on the in-person questions with answers, electronic questions

submitted in Oasis with answers, and conference notes (also created by the successful A/E firm) for WVDEP-DLR-AML to then process.

The successful A/E firm will be responsible for Construction Oversight of the following:

- 2.1 The successful A/E firm shall comply with all applicable laws, such as collecting and filing certified payroll and for verifying compliance with the Davis-Bacon Act, Infrastructure Investment and Jobs Act (IIJA) (including surveys of employment for current and former employees of the coal industry and any required Environmental Justice reporting), BABA compliance with purchased materials, prevailing wage rates, etc., where applicable.
- 2.2 The successful A/E firm's onsite construction inspectors shall have three (3) years of construction inspection experience or a minimum of one (1) year construction inspection experience along with two (2) industry-related certifications or training courses. Approval by the WVDEP-DLR-AML must occur before any inspector can be assigned to the project site. WVDEP-DLR-AML has the right to remove any employee or subcontractor of the successful A/E firm from any project-related site, at WVDEP-DLR-AML's sole discretion for any reason, and requests that an equivalent or better replacement be provided at any time, at no additional cost to the State. Violence, harassment, theft, illegal drug use, on-site intoxication, or other unprofessional behavior will not be tolerated.
- 2.3 The successful A/E firm's construction inspectors shall be familiar with the projects, the specifications, the plans, any permit requirements, along with landowner obligations, and any other pertinent information on the projects. All inspectors, project managers, and Engineer(s) of Record will be required to attend an onboard meeting one (1) month prior to the first pre-bid conference (PBC) of their contract. This onboard meeting will not exceed six (6) hours of instruction and department procedure review.
- 2.4 The successful A/E firm shall schedule and lead the on-site pre-construction conference (PCC) with the contractor and all WVDEP-DLR-AML team members. The Engineer of Record shall explain the Pre-Construction Checklist, distribute the sign-in sheet, and document any questions / answers / comments discussed during the conference. The A/E Firm's construction inspector shall videotape the conference. All documentation and video(s) shall be provided to the WVDEP-DLR-AML within two (2) business days to the designated folder / document sharing portal.
- 2.5 The successful A/E firm's Engineer of Record must be an active West Virginia Registered Professional Engineer and shall be responsible for collecting all required contractor submission documents for review and approval prior to the Notice to Proceed. Once all submittals have been approved the successful A/E firm shall provide these documents

along with a letter requesting the Notice to Proceed from the WVDEP-DLR-AML. All documentation shall be provided to the WVDEP-DLR-AML in the designated folder / document sharing portal.

- 2.6 The successful A/E firm Engineer of Record shall complete all relevant information in the WVDEP ESS system / NPDES and provide verification to WVDEP-DLR-AML upon completion.
- 2.7 The successful A/E firm's Engineer of Record shall be responsible for answering and documenting any technical questions that arise during construction.
- 2.8 The successful A/E firm's construction inspector shall be responsible for completing one (1) pre-construction inspection prior to Notice to Proceed. Requirements for these inspections can be found in module 6 of the West Virginia Department of Environmental Protection's Bipartisan Infrastructure Training Modules March 2024 edition. All completed daily inspection forms shall be provided to the WVDEP-DLR-AML in the designated folder / document sharing portal within 48 hours after the date of the inspection.
- 2.9 The successful A/E firm's construction inspector is to engage in construction oversight while any construction is taking place. The construction inspector must be actively monitoring the jobsite that construction is being completed in accordance with the Approved Purchase Order (APO). The construction inspector will adhere to the Supplemental Specifications for Construction and Reclamation Contracts (Division of Land Restoration – September 21, 2023), and the West Virginia Department of Environmental Protection's Bipartisan Infrastructure Training Modules March 2024 edition for all aspects of construction inspection.
- 2.10 The successful A/E firm's construction inspector shall not direct means and methods of the work taking place but shall ensure construction is occurring in accordance with the requirements set forth in the Plans, Specifications, Permits, and Agency Purchase Order. If construction is not occurring according to the requirements set forth, the construction inspector is to immediately inform the contractor of the issue. If the issue is not immediately corrected, the construction inspector is to issue a cease-and-desist order and notify the successful A/E firm's Engineer of Record. The construction inspector shall document the issue via photos with a date, location / coordinates, and time stamp and assemble all the information into a supporting email providing a summary of the issue to the WVDEP-DLR-AML contact for the project within one (1) business day.
- 2.11 The successful A/E firm will be responsible for reviewing and approving or rejecting all contractor invoices. The construction inspector shall provide all documentation required to justify payment. The successful A/E firm's Engineer of Record will be required to approve the invoice. All invoices (Rejected and Approved) and subsequent reject forms

shall be provided to the WVDEP-DLR-AML within five (5) business days of the original receipt. This will allow the invoice to be subsequently approved by WVDEP-DLR-AML for payment.

- 2.12 If the successful A/E firm's construction inspector identifies a safety issue as an imminent danger to life or health or a risk to property, the construction inspector is to immediately stop the work and provide the contractor with the opportunity to correct the issue. In the event the contractor does not take corrective action to remove the risk, the construction inspector shall issue a cease-and-desist order and immediately inform WVDEP-DLR-AML's contact(s) for the project. The construction inspector shall document the issue, following the standard documentation process established by the WVDEP-DLR-AML for inspections, and generate an email summarizing the issue. The contractor will be required to cease work for the period specified in the cease-and-desist order and correct the safety issue to resume work.
- 2.13 Each day that the contractor works on the project site, the successful A/E firm's construction inspector shall perform an inspection. Standard inspection requirements can be found in Module 3 of the West Virginia Department of Environmental Protection's Bipartisan Infrastructure Training Modules March 2024 edition. The construction inspector shall be responsible for providing photo documentation of installation of all aspects of the construction completed. Daily inspection form template(s) shall be provided to the successful A/E firm prior to the pre-construction conference. All completed daily inspection forms shall be provided to the WVDEP-DLR-AML to the designated folder / document sharing portal within 48 hours after the date of the inspection. All amended versions of the daily inspection form(s) shall be provided to the construction representative within five (5) business days of the date of inspection.
- 2.14 Any update to the Erosion and Sediment Control plans must be approved by the Engineer of Record. Once approved, redline drawings must be done before the update is physically implemented. The on-site redline copy of the E&S plans must always be kept onsite in the event of an audit. If permit modification(s) are needed per DWWM and NPDES requirements, the successful A/E firm shall be required to prepare and submit all needed modification documentation to get the modification approved.
- 2.15 Any proposed updates to the plans throughout construction shall be approved and recorded by the Engineer of Record. All changes shall be documented in the redline and as-built drawings. Any changes to construction shall be provided (in writing with justification) to the WVDEP-DLR-AML prior to implementation.
- 2.16 The successful A/E firm shall complete a proposed final walk through with the contractor and WVDEP-DLR-AML no later than two (2) weeks prior to the proposed substantial completion of any construction project under their contract. The successful A/E firm shall

address outstanding deficiencies and generate a punchlist for the contractor to complete prior to the end of construction.

- 2.17 At the conclusion of the construction, the successful A/E firm shall review, reject, and approve the as-built drawings. The successful A/E firm's Engineer of Record shall issue the WVDEP-DLR-AML certification that the project was installed in accordance with the plans and specifications, along with any red-line changes required for completion of the project. The successful A/E firm shall also provide and then collect the affidavit of payment form that must be completed by the contractor. This certificate must be signed, sealed, and dated by the Engineer of Record. All documents shall be provided to WVDEP-DLR-AML within two (2) business days of acceptance of the receipts and acceptance of these documents to the designated folder / document sharing portal.
- 2.18 The successful A/E firm's construction inspector shall be responsible for completing monthly post-construction inspections during the construction warranty period. Requirements for these inspections can be found in module 10 of the West Virginia Department of Environmental Protection's Bipartisan Infrastructure Training Modules March 2024 edition. These inspections shall start after substantial completion of the onsite construction and continue until the warranty period has expired. All completed daily inspection forms shall be provided to the WVDEP-DLR-AML in the designated folder / document sharing portal within 48 hours after the date of the inspection.
- 2.19 The successful A/E firm will notify their assigned WVDEP-DLR-AML construction representative once the project is ready to be released from the NPDES permit. WVDEP-DLR-AML shall contact DWW / Environmental Enforcement to request the Notice of Termination (NOT). This needs to be completed at least sixty (60) days prior to the warranty release meeting. If the project is not released from the NPDES permit, the project is not eligible for the warranty release.
- 2.20 At the conclusion of the warranty period or when all project-related permits are released the successful A/E firm will be responsible for organizing and leading the warranty release meeting with the contractor, and the WVDEP-DLR-AML. At this meeting the successful A/E firm shall affirm that all warranty obligations have been satisfied (if they have or are rejected if not) and sign off on the release of warranty at the end of the Work. The successful A/E firm shall provide this document to WVDEP-DLR-AML within two (2) business days from this meeting to the designated folder / document sharing portal for WVDEP-DLR-AML to complete the Performance Bond Release.

The successful A/E firm will be responsible for Planning Work as determined by the WVDEP-DLR-AML of the following (note that the below includes any modifications during construction or notices of termination at the end of the work).

- 3.1 At the 60% design submittal stage, the successful A/E firm shall provide clearly defined and accurately delineated Limits of Disturbance (LODs) for all project areas anticipated to be affected by construction activities. These LODs shall encompass all proposed earthwork, access routes, staging areas, and any temporary or permanent disturbances necessary for project implementation. The LODs will be used by WVDEP-DLR-AML to support the preparation of agency coordination letters and the Environmental Assessment Report. The successful A/E firm shall ensure the LODs are comprehensive, consistent with the current project scope, and depicted on plan sheets in both graphic and tabular form, with total acreage calculations provided.
- 3.2 The WVDEP-DLR-AML will provide the successful A/E firm with the Environmental Assessment (EA) Report upon its completion, along with all applicable environmental coordination documentation and required processes. The successful A/E firm shall incorporate these materials and associated requirements into the Contract Plans, Specifications, and Estimate (PS&E) package to ensure full compliance with environmental commitments, permit conditions, and agency coordination obligations.
- 3.3 The successful A/E firm shall attend all required design meetings, pre-bid conferences, and pre-construction conferences, providing technical input, addressing agency and stakeholder questions, and ensuring alignment with project requirements and environmental commitments.
- 3.4 The successful A/E firm shall participate in any permit closeout, consultation termination, or related activities at the completion of work, as required, to ensure compliance with all environmental, regulatory, and agency obligations.

The successful A/E firm will be responsible for Realty Work as determined by the WVDEP-DLR-AML of the following:

- 4.1 The WVDEP-DLR-AML shall provide the successful A/E firm with all available property information necessary to support the preparation of the Contract Plans, Specifications, and Estimate (PS&E) package. This information may include prior research, environmental and geotechnical reports, ownership questionnaires, deed records, and any other documentation relevant to property boundaries, easements, rights-of-entry, or access considerations.
- 4.2 The successful A/E firm shall review and incorporate this property information into the Contract PS&E package to ensure accurate site representation, proper identification of property ownership and access requirements, and full compliance with applicable regulatory and agency coordination requirements. Any gaps or discrepancies identified in the information provided shall be brought to the attention of WVDEP-DLR-AML for resolution prior to finalizing the PS&E package.

- 4.3 If agreements cannot be reached, the necessity for boundary surveys conducted by a licensed West Virginia Registered Professional Surveyor or the preparation of certified title opinions to resolve ownership or boundary disputes shall be discussed with WVDEP-DLR-AML. Upon concurrence, the A/E firm shall perform or coordinate these surveys or title reviews as required to support the Contract PS&E package.
- 4.4 The Design Consultant shall provide all necessary information and documentation, including detailed site plans, property boundaries, access points, and identified Limits of Disturbance (LODs), to enable WVDEP-DLR-AML to acquire Construction Right of Entry (CROE) agreements for all affected properties. This information shall be provided at the 60% PS&E submittal stage to support timely coordination with property owners and to ensure that any required access agreements are in place prior to the start of construction. The A/E firm shall assist as needed in identifying affected parcels and clarifying site requirements to facilitate the CROE acquisition process.
- 4.5 The successful A/E firm shall perform other support functions as needed, including attendance at design, pre-bid, and pre-construction conferences, maintaining thorough daily logs to document realty-related conversations, and being available to respond to questions or provide status updates.

APPENDIX B
SCORE SHEETS

Preliminary Review		Consultant Provided		WVDEP	
				Accepted	Rejected
1	Timing - Submission Provided on Time				
2	Site Investigations - Utility Location Verification				
3	Site Investigations - WV 811 Ticket				
4	Mine Mapping - AML Features				
5	Mine Mapping - Geological Formation				
6	Mine Mapping - Mine Pools / Portal Locations				
7	Ownership Questionnaire - Feature Implementation				
8	Boring Layout				
9	Geometric Layout (GL)				
10	Limits of Disturbance - LOD Clearly Shown				
11	Limits of Disturbance - Shapefile				
12	Design Features - Grading				
13	Design Features - Storm Water				
14	Design Features - AML				
15	Design Features - Storm Profiles				
16	Design Features - Roadway Profiles				
17	Design Features - Retaining Wall Locations				
18	Project Mapping - Line Weight Legible				
19	Project Mapping - Contours Screened and Legible				
20	Project Mapping - Adequate Spot Elevations				
21	Project Mapping - 3 Survey Control Points				
22	Project Mapping - NAD83 Format				
23	Project Mapping - All Planimetrics Shown				
24	E and S Controls - Preliminary Plan				
25	Permitting Matrix				
26	Ownership Index - EROE				
27	Ownership Index - Special Requests				
28	Construction Access - Road				
29	Construction Access - Boring Pits				
30	Miscellaneous Sheets - Property Ownership Map				
31	Miscellaneous Sheets - GL				
32	Miscellaneous Sheets - Title Sheet w/ Sheet Index				

* Detailed Review of Submittal mark-ups shall be completed and added to Preliminary Review to generate Overall Score

Consultant Grade (_____ %)		Review Comments:		
Failed: < 40 %	Poor: 40 - 59 %	Average: 60 - 79 %	Good: 80 - 89 %	Complete: 90 -100 %

Reviewed By:

Review Date:

Submission Date:
Submission Number:

Preliminary Review		Consultant Provided		WVDEP	
				Accepted	Rejected
1	Timing - Submission Provided on Time				
2	Site Investigations - Utility Location Verification				
3	Site Investigations - WV 811 Ticket				
4	Mine Mapping - AML Features				
5	Mine Mapping - Geological Formation				
6	Mine Mapping - Mine Pools / Portal Locations				
7	Ownership Questionnaire - Feature Implementation				
8	Geotechnical Investigation - Boring Layout				
9	Geotechnical Investigation - Boring Logs				
10	Geotechnical Investigation - Report				
11	Geometric Layout (GL)				
12	Limits of Disturbance - LOD Clearly Shown				
13	Limits of Disturbance - Shapefile				
14	Cross Sections				
15	Engineer's Estimate				
16	Design Features - Grading				
17	Design Features - Storm Water				
18	Design Features - AML				
19	Design Features - Storm Profiles				
20	Design Features - Roadway Profiles				
21	Design Features - Retaining Wall Locations				
22	Project Mapping - Line Weight Legible				
23	Project Mapping - Contours Screened and Legible				
24	Project Mapping - Adequate Spot Elevations				
25	Project Mapping - 3 Survey Control Points				
26	Project Mapping - NAD83 Format				
27	Project Mapping - All Planimetrics Shown				
28	Project Mapping - All Phases of Work Included				
29	E and S Contols - Major Features				
30	E and S Contols - Construction Sequence				
31	Permitting Matrix				
32	Ownership Index - EROE				
33	Ownership Index - CROE				
34	Ownership Index - Special Requests				
35	Construction Access - Road				
36	Construction Access - Boring Pits				
37	Construction Access - Traffic Control				
38	Specifications - Preliminary Set				

** Preliminary Review Continues to Next Page

Reviewed By:

Review Date:

Submission Date:

Submission Number:

Preliminary Review (continued)		Consultant Provided		WVDEP	
				Accepted	Rejected
39	Typical Details - AML Features				
40	Typical Details - Design Features				
41	Miscellaneous Sheets - Summary of Quantities				
42	Miscellaneous Sheets - General Notes				
43	Miscellaneous Sheets - GL w/ Reference Points				
44	Miscellaneous Sheets - Wall / Culvert Details				
45	Miscellaneous Sheets - Ownership Mapping				
46	Miscellaneous Sheets - Boring Information				
47	Miscellaneous Sheets - Title Sheet w/ Sheet Index				

* Detailed Review of Submittal mark-ups shall be completed and added to Preliminary Review to generate Overall Score

Consultant Grade (_____ %)		Review Comments:		
Failed: < 40 %	Poor: 40 - 59 %	Average: 60 - 79 %	Good: 80 - 89 %	Complete: 90 -100 %

Reviewed By:

Review Date:

Submission Date:
Submission Number:

Preliminary Review		Consultant Provided		WVDEP	
				Accepted	Rejected
1	Timing - Submission Provided on Time				
2	Site Investigations - Utility Location Verification				
3	Site Investigations - WV 811 Ticket				
4	Mine Mapping - AML Features				
5	Mine Mapping - Geological Formation				
6	Mine Mapping - Mine Pools / Portal Locations				
7	Ownership Questionnaire - Feature Implementation				
8	Geotechnical Investigation - Boring Layout				
9	Geotechnical Investigation - Boring Logs				
10	Geotechnical Investigation - Report				
11	Geometric Layout (GL)				
12	Limits of Disturbance - LOD Clearly Shown				
13	Limits of Disturbance - Shapefile				
14	Cross Sections				
15	Engineer's Estimate				
16	Design Features - Grading				
17	Design Features - Storm Water				
18	Design Features - AML				
19	Design Features - Storm Profiles				
20	Design Features - Roadway Profiles				
21	Design Features - Retaining Wall Locations				
22	Project Mapping - Line Weight Legible				
23	Project Mapping - Contours Screened and Legible				
24	Project Mapping - Adequate Spot Elevations				
25	Project Mapping - 3 Survey Control Points				
26	Project Mapping - NAD83 Format				
27	Project Mapping - All Planimetrics Shown				
28	Project Mapping - All Phases of Work Included				
29	E and S Contols - Major Features				
30	E and S Contols - Construction Sequence				
31	Permitting Matrix				
32	Permits Submitted				
33	Ownership Index - EROE				
34	Ownership Index - CROE				
35	Ownership Index - Special Requests				
36	Gantt Chart - Construction Sequence				
37	Construction Access - Road				
38	Construction Access - Boring Pits				

** Preliminary Review Continues to Next Page

Reviewed By:

Review Date:

 Submission Date:
 Submission Number:

Preliminary Review (continued)		Consultant Provided		WVDEP	
				Accepted	Rejected
39	Construction Access - Traffic Control				
40	Specifications - Final				
41	Typical Details - AML Features				
42	Typical Details - Design Features				
43	Miscellaneous Sheets - Summary of Quantities				
44	Miscellaneous Sheets - General Notes				
45	Miscellaneous Sheets - GL w/ Reference Points				
46	Miscellaneous Sheets - Wall / Culvert Details				
47	Miscellaneous Sheets - Ownership Mapping				
48	Miscellaneous Sheets - Boring Information				
49	Miscellaneous Sheets - Traffic Control Plan				
50	Miscellaneous Sheets - Special Details				
51	Miscellaneous Sheets - Title Sheet w/ Sheet Index				

* Detailed Review of Submittal mark-ups shall be completed and added to Preliminary Review to generate Overall Score

Consultant Grade (_____ %)		Review Comments:		
Failed: < 40 %	Poor: 40 - 59 %	Average: 60 - 79 %	Good: 80 - 89 %	Complete: 90 -100 %

Reviewed By:

Review Date:

Submission Date:
Submission Number:

Preliminary Review		Consultant Provided		WVDEP	
				Accepted	Rejected
1	Timing - Submission Provided on Time				
2	Site Investigations - Utility Location Verification				
3	Site Investigations - WV 811 Ticket				
4	Mine Mapping - AML Features				
5	Mine Mapping - Geological Formation				
6	Mine Mapping - Mine Pools / Portal Locations				
7	Ownership Questionnaire - Feature Implementation				
8	Geotechnical Investigation - Boring Layout				
9	Geotechnical Investigation - Boring Logs				
10	Geotechnical Investigation - Report				
11	Geometric Layout (GL)				
12	Limits of Disturbance - LOD Clearly Shown				
13	Limits of Disturbance - Shapefile				
14	Cross Sections				
15	Engineer's Estimate				
16	Design Features - Grading				
17	Design Features - Storm Water				
18	Design Features - AML				
19	Design Features - Storm Profiles				
20	Design Features - Roadway Profiles				
21	Design Features - Retaining Wall Locations				
22	Project Mapping - Line Weight Legible				
23	Project Mapping - Contours Screened and Legible				
24	Project Mapping - Adequate Spot Elevations				
25	Project Mapping - 3 Survey Control Points				
26	Project Mapping - NAD83 Format				
27	Project Mapping - All Planimetrics Shown				
28	Project Mapping - All Phases of Work Included				
29	E and S Contols - Major Features				
30	E and S Contols - Construction Sequence				
31	Permitting Matrix				
32	Permits Received				
33	Ownership Index - EROE				
34	Ownership Index - CROE				
35	Ownership Index - Special Requests				
36	Gantt Chart - Construction Sequence				
37	Construction Access - Road				
38	Construction Access - Boring Pits				

** Preliminary Review Continues to Next Page

Reviewed By:

Review Date:

 Submission Date:
 Submission Number:

Preliminary Review (continued)		Consultant Provided		WVDEP	
				Accepted	Rejected
39	Construction Access - Traffic Control				
40	Specifications - Final				
41	Typical Details - AML Features				
42	Typical Details - Design Features				
43	Miscellaneous Sheets - Summary of Quantities				
44	Miscellaneous Sheets - General Notes				
45	Miscellaneous Sheets - GL w/ Reference Points				
46	Miscellaneous Sheets - Wall / Culvert Details				
47	Miscellaneous Sheets - Ownership Mapping				
48	Miscellaneous Sheets - Boring Information				
49	Miscellaneous Sheets - Traffic Control Plan				
50	Miscellaneous Sheets - Special Details				
51	Miscellaneous Sheets - Title Sheet w/ Sheet Index				
52	Design Packet - Signed and Sealed				

* Detailed Review of Submittal mark-ups shall be completed and added to Preliminary Review to generate Overall Score

Consultant Grade (_____ %)		Review Comments:		
Failed: < 40 %	Poor: 40 - 59 %	Average: 60 - 79 %	Good: 80 - 89 %	Complete: 90 -100 %

Reviewed By:

Review Date:

Submission Date:
Submission Number:

Consultant:
Engineer of Record:

Contract and Project Name
Design Review Scoresheet

1 of 2

Contract Negotiations	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

Kickoff Meeting	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

30 % Conceptual	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

60 % Preliminary	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

Reality Coordination	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

Planning Coordination	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

Environmental Coordination	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

90 % Pre-Final Design	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

100 % Final Construction Documents	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

Timing of Deliverables	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

Reviewed By:

Review Date:

Preliminary Review		Pass: (10)		Fail: (<10)	
		Consultant Grade:			
		Present (X)		Absent (O)	
1	Omission Statement(s)				
2	Permitting Matrix				
3	Ground Survey Planimetrics				
4	EROE Table				
5	Ownership Questionnaire(s)				
6	Commercial / Residential Structure(s)				
7	Stream and Wetland(s)				
8	Encompassing LOD w/ Waste/Borrow Locations				
9	Proposed Reclamation				
10	Proposed GeoTech Investigation				

Detailed Review		Failing	Poor	Average	Good	Complete
		F (2)	D (4)	C (6)	B (8)	A (10)
		Consultant Grade:				
		Present (X)		Absent (O)		
11	Project Synopsis of Proposed Reclamation					
12	Accurate Permitting Matrix					
13	Permitting (Time) Restrictions					
14	Utilities with Elevations					
15	Coal Seam Identification with Strike/Dip					
16	Proposed Access					
17	Site Maneuverability					
18	Restricted Areas					
19	Perimeter E&S Controls					
20	Ownership Questionnaire Implementation					

Comments

Consultant Grade ____ / 20 (____ %)		Review Comments:		
Failed: < 40 %	Poor: 40 - 59 %	Average: 60 - 79 %	Good: 80 - 89 %	Complete: 90 -100 %

Reviewed By:

Review Date:

Submission Date:
Submission Number:

Detailed Review Design Concept - (DC)		Failing	Poor	Average	Good	Complete
		F (2)	D (4)	C (6)	B (8)	A (10)
		Consultant Grade:				
		Present (X)			Absent (O)	
21	Scaled (Correctly) Plan View Drawings Set					
22	Channel Design Dimension(s)					
23	Surface and Sub-surface Drainage Profile(s)					
24	Hydrologic Analysis / Drainage Calcs.					
25	Cut / Fill Calculations and Shrink/Swell Factor					
26	Cut / Fill Cross Sections					
27	Transition Points					
28	Preliminary Standard Details - 50%					
29	Preliminary Standard Details - 100%					
30	Geometric Layout - Identification and Coordinates					
Comments						

Detailed Review Engineer's Estimate - (EE)		Failing	Poor	Average	Good	Complete
		F (2)	D (4)	C (6)	B (8)	A (10)
		Consultant Grade:				
		Present (X)			Absent (O)	
31	Unit Cost Adequately Priced - 75% of Design					
32	Unit Cost Adequately Priced - 100% of Design					
33	Missing Estimates : $\leq$ 1% of Overall Bid Table					
34	Missing Estimates : $\leq$ 10% of Overall Bid Table					
35	Missing Estimates : $\leq$ 20% of Overall Bid Table					
36	Correct Project Quantities - 75 %					
37	Correct Project Quantities - 100 %					
38	Incidentals Quantified					
39	Design and Specification Bid Table - 75%					
40	Design and Specification Bid Table - 100%					
Comments						

Consultant Grade ____ / 60 (____ %)		Review Comments:		
Failed: < 40 %	Poor: 40 - 59 %	Average: 60 - 79 %	Good: 80 - 89 %	Complete: 90 -100 %

Preliminary Review		Pass: (10)	Consultant Grade:	Fail: (<10)
		Present (X)		Absent (O)
1	Comments from 60% - Constructability			
2	Verified Constructability Changes (if applicable)			
3	Comments from 60% - Design Concept			
4	Verified Design Concept Changes (if applicable)			
5	Comments from 60% - Engineer's Estimate			
6	Verified Engineer's Estimate Changes (if applicable)			
7	Comments from 60% - Specification Book			
8	Verified Specification Book Changes (if applicable)			
9	ATP Submission - Complete			
10	Landowner Specific Requirements - Complete			

Final Review (Scoring based off 100% Submission)		Pass: (10)	Consultant Grade:	Fail: (<10)
		Present (X)		Absent (O)
11	Omission Statement(s)			
12	Permitting Matrix - Finalized			
13	Finalized Construction Sequence			
14	Required Submittals (List) for Construction			
15	Required Standard Details for Construction			
16	Bid Documents Signed and Sealed			
17	CROE - 100% Signed			
18	Landowner Specific Requirements - Complete			
19	Consistent Quantities throughout Bid Documents			
20	Bid Table(s) and Engineer's Estimates Match 100%			

Comments

Consultant Grade ____ / 20 (____ %)	Review Comments:
Failed: < 100 %	Complete: 100 %

Reviewed By:

Review Date:

Submission Date:

Submission Number:

Consultant:
Primary Inspector:

Contract and Project Name
Construction Review Scoresheet

Contractor:
Superintendent:

Pre-Bid Conference	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

Addendum(s)	Failing	Poor			Complete
	F (1)	D (2)			A (5)
	Consultant Grade:				

Submittal Compliance	Failing	Poor			Complete
	F (1)	D (2)			A (5)
	Consultant Grade:				

Pre-Construction Conference	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

Inspector Attendance	Failing	Poor			Complete
	F (1)	D (2)			A (5)
	Consultant Grade:				

Timing of Deliverables	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

Report Completeness	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

Specification Compliance	Failing	Poor			Complete
	F (1)	D (2)			A (5)
	Consultant Grade:				

Pay Application Compliance	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

Engineer's Estimate Accuracy	Failing	Poor	Average	Good	Complete
	F (1)	D (2)	C (3)	B (4)	A (5)
	Consultant Grade:				

Reviewed By:

Review Date:

Contractor:
Superintendent:

APPENDIX C

COST PROPOSAL REQUIREMENTS

WVDEP-DLR-AML has provided an Application and Certificate for Payment template spreadsheet file, which will mirror future pay applications / invoices, for the successful A/E firm to develop their Task / Cost Breakdown portion of their proposal for each project that is part of the contract. Please note this Application and Certificate for Payment template will clarify much of what is stated below regarding the Cost Proposal.

Cost Proposal should be electronically returned to WVDEP-DLR-AML representative within 14 calendar days after notification to negotiate.

Cost proposal from the successful A/E firm will have a “Task / Cost Breakdown Schedule” section detailing Contract Quantities (“not-to-exceed”) and the associated Unit Bid Prices for each task and compensable subtask. Cost Proposal is to include rates locked in for the entire duration of the contract (any escalation / inflation – and any overtime needed to meet the schedule – need incorporated into the unit bid prices provided).

The expectation is that the proposal should encompass reasonably foreseeable contingencies such that change orders will be kept to a minimum or eliminated entirely. In the event of unknowns that cannot be defined at this stage, assumptions should be stated to adequately limit the liability within the proposal.

Proposal must encompass the below:

- a. Proposal must explicitly state, “Hours not worked and costs not incurred will not be billed.”
- b. Proposal must not describe itself as time and material with no cost or hours limit.
- c. Proposal must explicitly state that rates are locked in for the duration of the contract.
- d. Proposal must explicitly state that rates are flat rates with the State not being billed a higher rate for overtime.
- e. Proposal must explicitly state that all documents prepared by a Professional Engineer of the successful A/E firm, including but not limited to Plans, Specifications, Stormwater Pollution Prevention Plan (SWPPP), Calculations Briefs, Geotechnical Investigation Reports, etc. must be signed, sealed, and dated by an active West Virginia Registered Professional Engineer.
- f. Proposal must explicitly state that all surveying deliverables must be signed, sealed, and dated by an active West Virginia Registered Professional Surveyor.
- g. Proposal must explicitly state that both PDFs and CAD files (in AutoCAD 2020 format or WVDEP-DLR-AML accepted later edition) of the plans must be included as part of the electronic portion of the final design deliverables to the WVDEP-DLR-AML. Please reference the “Detailed Description of Services Required” document for what encompasses final design deliverables.
- h. Proposal should explicitly state that both electronic (folder / document sharing portal) and physical copies will be transmitted to the WVDEP-DLR-AML as a part of the

- final design and documents deliverables. Number of physical copies to be determined on a project-by-project basis.
- i. Proposal must explicitly indicate that the WVDEP-DLR-AML has the right to remove any employee or subcontractor of the successful A/E firm from any project-related site, at the WVDEP-DLR-AML's sole discretion for any reason, and request that an equivalent or better replacement be provided at any time, at no additional cost to the State. Violence, harassment, theft, illegal drug use, on-site intoxication, or other unprofessional behavior will not be tolerated.
 - j. Proposal must explicitly indicate that, at the end of the project, the successful A/E firm will provide a final certification of the project to the WVDEP-DLR-AML.
 - k. Proposal should be developed assuming that all information provided upon request from the WVDEP-DLR-AML up to the date of the proposal is the only information available from the WVDEP-DLR-AML. Whatever additional investigation quantities may be required to take this information to completion should be included in the proposal by the successful A/E firm. The successful A/E firm should also build quantities into their proposal to confirm all information received.
 - l. Proposal should assume that WVDEP-DLR-AML will serve only a support capacity (answering questions or making Management decisions), with the successful A/E firm providing a complete solution to the project: any necessary permitting, design, and construction oversight.
 - m. Proposal should assume that the successful A/E firm will prepare and submit the NPDES Construction Stormwater Permit Registration Application.
 - n. Proposal should assume that the successful A/E firm will prepare and submit all permits required for construction.
 - o. Proposal should assume that WVDEP-DLR-AML shall do all NEPA consultations that will lead to an Environmental Assessment that shall be completed by WVDEP-DLR-AML.
 - p. Proposal should assume all realty documents shall be provided by WVDEP-DLR-AML realty team member.
 - q. Proposal should assume boundary surveys are not included within the scope (however the successful A/E firm needs to have the capability of performing them, should they become necessary).
 - r. Proposal should assume quantities for sampling in accordance with the regional general permit (RGP) and testing of water for any project requiring such information as negotiated. All water sampling analysis will occur at a WV-certified lab. Successful A/E firm to coordinate with WVDEP-DLR-AML for specific sampling requirements.
 - s. Proposal should include sufficient quantities to manage the project – this includes tracking all action items due by any party (including the WVDEP-DLR-AML) and regularly following up on each action item until resolved. This also includes taking notes and emailing a summary of all meetings with the WVDEP-DLR-AML, preferably by the next business day but in no case later than 2 business days after the meeting. This further includes providing a more detailed project schedule of the successful A/E firm's scope than what is included in the proposal, regularly updating that schedule, and distributing a copy of the schedule to the WVDEP-DLR-AML at regular intervals (for the purposes of the proposal, assume the schedule will be

- updated and distributed on a monthly basis).
- t. Proposal should include sufficient quantities (at least 40hrs) for the successful A/E firm's representative(s) of each discipline to engage in training with the WVDEP-DLR-AML, as well as to provide other support functions, such as presentations, as needed.
 - u. Proposal should include sufficient quantities for all relevant documentation to be uploaded to WVDEP-DLR-AML via folder/document sharing portal.
 - v. Proposal should explicitly state the number of hours per day and days per week that the successful A/E firm has estimated for the construction inspector and the number of weeks of inspection estimated per project.
 - w. Proposal should include additional administrative support quantities to oversee and ensure compliance with all applicable laws, such as collecting and filing certified payroll and for verifying compliance with the Davis-Bacon Act, Infrastructure Investment and Jobs Act (IIJA) (including surveys of employment for current and former employees of the coal industry), BABA compliance with purchased materials, prevailing wage rates, etc., where applicable.
 - x. Proposal should include videotaping the job site (usually with time-lapsed drone videos) and photos (such as close-in photos of building foundations) before, during, and after construction and uploading the video to the folder / document sharing portal. This usually also includes videotaping the roads to be used by construction before and after construction activities.
 - y. Proposal should include the pre-bid meeting as part of the lump sum cost for design. Proposal should also include generating an addendum or addenda document(s) (WVDEP-DLR-AML has a template available) based on the in-person questions with answers, electronic questions submitted in Oasis with answers, and meeting notes for WVDEP-DLR-AML to then process. See appendix A for full description of requirements.
 - z. Proposal should include quantities to attend, schedule, and lead the pre-construction conferences with the construction contractor(s) for each project. This includes videotaping the conferences, documenting any questions / answers / comments discussed during the meeting, and providing both the video and meeting notes to the WVDEP-DLR-AML, preferably by the next business day but in no case later than 2 business days after the conference. See appendix A for full description of requirements.
 - aa. Proposal must **not** have legal clauses that remove all responsibility from the successful A/E firm. The successful A/E firm is not responsible for factors beyond its reasonable control, but it is responsible for working in good faith to produce the deliverables it is being paid to provide at a professional level of quality.
 - bb. Proposal must **not** use the word "estimated" in front of hours or costs.
 - cc. Task / Cost Breakdown must be completely filled out without any blanks present. Zeros should be used as a quantity if a given description is not needed for a given task or project. All units must be identified and associated unit bid prices provided.

Cost proposal is to include a preliminary schedule showing beginning dates, ending dates, and durations for all major tasks (30, 60, 90, 100/NTP) – this schedule will need to be consistent with the other parts of the cost proposal (like in the narrative of the proposal where the number of

weeks of inspection per project is given and the total quantities for the inspectors being consistent with what is shown in the Task / Cost Breakdown).

The proposal shall not be considered as open-ended time and material – the successful A/E firm's proposal is binding once a Purchase Order is given, and any quantities beyond the Contract Quantity ("not to exceed") are at the successful A/E firm's risk. Because of this, it is in the successful A/E firm's interests to include prudent quantities within the Task / Cost Breakdown likely to cover or exceed what might be encountered for each project. Notwithstanding, if any quantities do not appear to be reasonable, the WVDEP-DLR-AML will bring this to the successful A/E firm's attention for reconsideration and / or correction. If the matter cannot be expediently resolved (as determined by the WVDEP-DLR-AML), the WVDEP-DLR-AML reserves the right to proceed with the 2nd highest ranked bidder.

Once the Purchase Order has been issued by the WVDEP-DLR-AML to the successful A/E firm to properly complete the work, any tasks requiring additional quantities must be evaluated and adjustment made through the change order process. The successful A/E firm may only invoice for task contract quantities incurred and shall not be permitted to exceed in total the contract quantity, as reflected in the Task / Cost Breakdown included in the approved Purchase Order or approved Change Order for a given task.

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

***Please note that any reference to the Department of Administration, Purchasing Division should be replaced with the Department of Environmental Protection on any Construction/Reclamation Projects that are processed under the Department's Exemption (Senate Bill 474).**

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The West Virginia Department of Environmental Protection and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

Contracts awarded for the Office of Abandoned Mine Lands & Reclamation (AML) projects require the Vendor to complete the Contractor Information Form (AVS) to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement (OSMRE).

(<https://www.osmre.gov/programs/regulating-coal-mines/avs>). This requirement applies to Contractors and their Sub-contractors and is found under OSMRE's regulations at CFR Title 30, Chapter VII, Subchapter R, Part 874.16:

<https://www.ecfr.gov/current/title-30/chapter-VII/subchapter-R/part-874>

Vendors should submit the most recent version with their bid documents. Form must be signed and dated within the last 30 days for vendors' bid to be considered for any current solicitation.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- . Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- a. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the

equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. (2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. BUILD AMERICA, BUY AMERICA ACT.
(2 C.F.R. §184)

The Build America, Buy America Act requires that iron, steel, manufactured products, and construction materials used in applicable federally funded infrastructure projects be produced in the United States. Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 117-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at

<https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver>

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Secretary of the National Intelligence or the Secretary of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

16. PROHIBITION ON PROCUREMENT OF COVERED UNMANNED AIRCRAFT SYSTEMS FROM COVERED FOREIGN ENTITIES.

(48 C.F.R. 52.240-1)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain Unmanned Aircraft Systems (i.e., drones) on federal or federally assisted projects that do not comply with the American Security Drone Act of 2023 (effective Dec 22, 2025), which states an agency may not procure any covered unmanned aircraft system that is manufactured or assembled by a covered foreign entity, which includes associated elements related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System. The Federal Acquisition Security Council, in coordination with the Secretary of Transportation, shall develop and update a list of associated elements.
- (4) Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities-(Nov 2024) eCFR :: 48 CFR 52.240-1 -- Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities. (FAR 52.240-1) disallows the Vendor and State from the following:
 - (i) Delivering any Federal Acquisition Security Council (FASC)-prohibited unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.)
 - (ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.); and
 - (iii) On or after December 22, 2025, using Federal funds for the procurement or operation of an FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

17. Coal Industry Employee Certification Form- Exhibit C

In carrying out programs with Infrastructure Investment and Jobs Act (IIJA) AML funding, OSMRE encourages States and Tribes, consistent with applicable State or Tribal law, to use procurement processes that incentivize AML contractors to hire current and former employees of the coal industry when bidding on IIJA-funded AML projects and to collect information from AML contractors about the number of current and former coal industry employees they employ.

State of West Virginia
Name: Purchasing Division

Vendor

By: B.J. Chestnut

By: N A

Printed Name: B.J. Chestnut

Printed Name: Nathan C. Atkinson

Title: Asst. Chief, DEP Business Operations

Title: Partner

Date: 8-6-2026

Date: 7/23/2026

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules

Title 148. Department of Administration
Legislative Rule (Ser. 1)

Series 1. Purchasing

5.1. The Secretary may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Secretary.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Secretary may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Secretary may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Secretary may request that the vendor remedy the contract breach or legal violation within a time frame the Secretary determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Secretary determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Secretary may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Secretary believes that a vendor may be non-responsible, the Secretary may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Secretary determines that the vendor is non-responsible, the Secretary shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Secretary may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the WVDEP if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the WVDEP and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Secretary that a suspension is warranted, the Secretary will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Secretary no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Secretary's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Secretary no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Secretary will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Secretary will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Secretary to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Secretary's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Secretary may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Secretary shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Secretary may cancel a contract held by a debarred vendor if the Secretary determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Secretary's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the WVDEP shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W. Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Secretary finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Secretary shall maintain and publicly post a list of debarred vendors on the Department's website.

5.5.6. Related Party Debarment. The Secretary may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Secretary determines a related party debarment is warranted. Any entity that fails to provide the Secretary with full, complete, and accurate information requested by the Secretary to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☒ – Not Applicable Because Contract Not for Construction

☐ – Federal Prevailing Wage Determination on Next Page



WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ABANDONED MINE LANDS

Coal Industry Employee Certification Form

Per OSMRE **Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)** Guidance for Abandoned Mine Land Implementation:

*"In spending AML funds, as authorized by **section 40701(f) of the IIJA**, States and Tribes should, consistent with State or Tribal applicable law, prioritize providing employment opportunities to current and former employees of the coal industry, when such employees are available to work on projects within the region, State, or local area."*

To comply with OSMRE Guidance, the WVDEP Office of Abandoned Mine Lands requires all contractors awarded a IIJA-funded project to submit data on current employees who are currently, or were previously, employed in the coal mining industry. Coal industry employment may include employment in any capacity directly related to coal mining, processing, transport, or power generation.

NOTE: This form must be signed and dated within 30 days of submission to be considered for a current bid.

General Information:

Contractor Name:	Rummel Klepper &Kahl
Address:	700 E Pratt St Ste 500, Baltimore, MD 21202
Phone:	410-299-3224
Email Address:	natkinson@rkk.com

A handwritten signature in black ink, appearing to be 'N. A.', is written over a horizontal line.

Contractor Signature

8/3/2026

Date

[Type contract here]

Current Employee Name	Address	Phone Number	Coal Company Name Previously or Currently Employed By
N/A	N/A	N/A	N/A

[Type contract here]

Current Employee Name	Address	Phone Number	Coal Company Name Previously or Currently Employed By