



19-June-2014

Mr. Frank Whittaker
State of West Virginia
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

RE: Permit Design Expression of Interest
Permit Design, Greendale Coals Inc., S-75-83

Dear Mr. Whittaker,

Decota Consulting Company Inc. respectfully submits our request for consideration of our company for design services for the above-listed Office of Special Reclamation project.

Included with the original plus three copies of the RFQ and our staff qualifications list, I've included resumes of our registered professional engineers and surveyor, along with a summary of our staff members, including our hourly costs, some examples of our completed projects and general information on our company.

Our Decota staff members include, but are not limited to: three Rosgen Level IV trained stream design specialists, three Professional Engineers, a licensed land surveyor (certified in Virginia and West Virginia), a certified floodplain manager, a certified wetland delineator, two West Virginia certified Nutrient Management Planners, a Certified Professional in Erosion and Sediment Control, and a NABS certified benthic macroinvertebrate taxonomist. We would like to apply these experienced and talented staff members to the task at hand.

Thank you for your consideration. We look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads "Linda R. Torre".

Linda R. Torre, P.E.
President of Decota Consulting Company, Inc.
(304) 545-5223
lindatorre@decotaconsulting.com

06/19/14 11:49:53AM
West Virginia Purchasing Division



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

Solicitation

NUMBER
DEP16552

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Decota Consulting Company, Inc.
 4984 Washington St. W.
 Cross Lanes, WV 25313

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED
05/15/2014

BID OPENING DATE: 06/19/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-29		
	1			PERMIT DESIGN		
EXPRESSION OF INTEREST						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING EXPRESSIONS OF INTEREST FOR PROFESSIONAL MAPPING AND DESIGN SERVICES AT THE BOND FORFEITED PERMIT OF GREENDALE COALS INC, S-75-83 IN CLAY AND NICHOLAS COUNTIES IN WV.</p> <p>PER THE FOLLOWING BID REQUIREMENTS AND ATTACHED SPECIFICATIONS.</p>						
***** THIS IS THE END OF RFQ DEP16552 ***** TOTAL:						

SIGNATURE <i>Benjamin N. Jones</i>	TELEPHONE 304-776-3333	DATE
TITLE President	FEIN 20-0584612	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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SECTION ONE: GENERAL INFORMATION

- 1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for the West Virginia Department of Environmental Protection, Office of Special Reclamation (WVDEP/OSR) from qualified firms (“Vendors”) to provide mapping/engineering design services as defined herein.
- 2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide mapping and engineering design services for the following:

GREENDALE COALS, INC., PERMIT NO. S-75-83

3. SCHEDULE OF EVENTS:

Release of the EOI.....	May 16 th , 2014
Addendum Issued	TBD
Expressions of Interest Opening Date.....	June 19 th , 2014
Estimated Date for Interviews.....	TBD

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SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Question Submission Deadline: N/A

Submit Questions to:

2019 Washington Street, East
Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email:

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

GREENDALE COALS S-75-83

SEALED BID: JB-906-29; Permit Design
 BUYER: DEP- Office of Special Reclamation
 SOLICITATION NO.: DEP16552
 BID OPENING DATE: 19-June-2014
 BID OPENING TIME: 1:30 pm
 FAX NUMBER: 304 558 4115

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus (3) convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: June 19th, 2014 at 1:30 PM. EST.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

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

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SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at 601 57th Street SE, Charleston, WV 25304 and the Project will be completed in Clay and Nicholas Counties, WV.

Directions to Site: From I-79, take Wallback exit (#34). Take Rt. 4 6.9 miles and turn left on Rt. 4. Go 2.4 miles to Rt. 16 at Clay Junction. Turn right onto Rt. 16 and travel 15.5 miles to Lizemores Road (Rt. 16/29). Turn left onto Lizemores Road and travel 2.0 miles. Turn right onto gravel road and go 0.4 miles and turn left onto site.

Coordinates: Lat. 38° 18' 13"; Long. 81° 09' 48".

2. **Background:** Firms are to be licensed Architectural/Engineering Firms (A/E) and should be familiar with, and have a successful track record of design of similar projects. The anticipated contract will be for "full-service" A/E design. Aspects of the design are to include, but not limited to, Civil, Structural, Geological, Hydrological and AMD treatment.

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

The work involves mapping of mine permit areas, property owner boundaries, and engineering design services to assist OSR in completing land reclamation and water treatment by compiling a Requisition for Quote (RFQ) for the project.

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

3. **Qualifications and Experience:** Vendors will provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

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

OSR Consultant Qualification Questionnaire (CQQ) must be completed to be eligible (See Attachment "B").

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OSR and Related Project Experience Matrix (RPEM) must also be completed to be eligible (See Attachment "C").

Electronic copies of the above referenced documents Attachment "B" and Attachment "C" are available online for registered vendors at:

<http://www.state.wv.us/admin/purchase/newbul.htm>

4. Project and Goals: The project goals and objectives are:

The scope of work shall include site investigation of existing features, surveying and mapping- if needed, laboratory analysis of soil or coal refuse- if needed, location of potential borrow areas either on site or near-by, subsurface investigations to determine types of soils in borrow areas for reclamation, engineering and design of the highwall elimination or pits to be reclaimed including grading plans and cross sections, erosion and sediment control plans including upgrading existing drainage controls and ponds, acid mine drainage treatment with design of open limestone channels, chemical treatment, alkalinity beds, settling ponds, clarifiers, sludge cells, wetlands, ditch design, pumping, pump stations, lines and electrical service- if needed, and preparation of construction contract drawings and specifications suitable for letting of construction bids with the RFQ and bidding process. All applicable permit applications, right-of-ways, realty appraisal work- if needed off of permit boundaries, right-of entries, and approvals shall also be a part of the work to be performed. The firm shall review and reference all work to insure compliance and general conformity with original mine permit reclamation plans, or modifications that OSR approves to meet current industry standards. The firm shall be available to provide limited construction management services, including attendance at Pre-Bid and Pre-Construction meetings.

- 4.1.** To provide drawings, specifications, and engineering design services to prepare construction documents for the following general work items:
1. Prepare work areas by clearing and grubbing.
 2. Install new and refurbish existing drainage controls and erosion protection (sediment ponds, sediment ditches, and diversions).
 3. Locate, protect and/or avoid existing utility lines, poles, gas lines, etc. Also, coordinate with utility companies for locating and relocating existing facilities and/or providing for new utility services.

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4. Construct new and upgrade existing access roads, and install culverts.
 5. Install mine seals, and subsurface drains.
 6. Perform blasting designs and pre-blast surveys, if needed for reclamation of site.
 7. Eliminate existing highwalls by backfilling and regrading with materials available onsite, or designated borrow area sites nearby.
 8. Install surface water ditches where appropriate to control runoff.
 9. Repair or eliminate any slip areas on partially backfilled highwalls.
 10. Regrade/remove sediment ditches when not needed.
 11. Reshape, and add lime amendments to any potentially toxic coal refuse piles.
 12. Condition, stabilize, and revegetate disturbed land by the plan view acre, based on post-mine land use from permit files and landowners.
 13. If long term water treatment is anticipated on the site, prepare and regrade areas to accommodate space for structures or facilities.
 14. Design efficient passive and active water treatment and pumping systems which minimize maintenance and meet NPDES water quality standards.
 15. Design appropriate sludge handling facilities on site.
 16. Final site cleanup.
5. **Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the EOI process. If this option is exercised, it would be listed in the Schedule of Events (Section One, paragraph 3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

5.1. **Materials and Information Required at Oral Presentation:**

“Evaluation and Award Process” will be conducted with the three firms selected as the most qualified by the WVDEP Selection Committee. The Committee will schedule the interviews.

The format for the interviews will be a 15-30 minute PowerPoint presentation consisting, at a minimum, of the following:

- Corporate/personnel experience as it relates to the project or projects
- Proposed project management plan
- Key personnel available for the proposed work (Project Engineer attend meeting)
- Proposed subfirms (mapping, geotechnical, etc.)

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- Product quality control
- Project cost control
- Possess and have ability to utilize state-of-the-art software such as ArcView, AutoCad, SedCadd, etc. to generate required mapping, drawings, spreadsheets, etc.
- Surveying

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.

All responses should be submitted in a loose-leaf, three ring binder. Submit one original, one convenience copy and one copy on CD.

2. **BIDS MUST NOT CONTAIN PRICE QUOTATIONS:** The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. In accordance with the Code requirements, no "price" or "fee" information is requested or permitted in the bid response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with West Virginia Code §5G-1-3. That Code section requires the following:
 - 3.1. **Required Elements of EOI Response:** The director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project.
 - 3.2. **Public Advertisement:** All EOI requests shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3-1 et seq.

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- 3.3. **Selection Committee Evaluation & Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
- 3.3.1. Evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
 - 3.3.2. Conduct interviews with each firm selected and have discussions regarding anticipated concepts and the proposed methods of approach to the assignment.
 - 3.3.3. Rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.
 - 3.3.4. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.
 - 3.3.5. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.
- 3.4. **Vendor Ranking:** All evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

The evaluation criteria and assigned point values are as follows:

- | | |
|---|-----------|
| A. WV Registered Professional Engineers (Civil or Mining) in the Primary Office: | 20 points |
| B. Reclamation engineering design experience of the Primary Office's WVRPE as it relates to the specific project problem areas: | 25 points |

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- C. Available WV-OSR Design Teams within the Primary office
[A Design Team should consist of one Project Engineer (Civil or Mining), one CAD person and availability of other support personnel as required by the particular project]: 20 points
- D. The Oral Interview (See Section 5.1 under Section Three of this EOI): 35 points

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

Attachment "B"

PROJECT NAME S-75-83 Engineering& Design	DATE (DAY, MONTH, YEAR) 19-June-2014	FEIN NUMBER 20-0584612
1. FIRM NAME Decota Consulting Co., Inc.	2. HOME OFFICE BUSINESS ADDRESS 4984 West Washington Street Cross Lanes, WV 25313	3. FORMER FIRM NAME
4. HOME OFFICE TELEPHONE 304-776-3333	5. ESTABLISHED (YEAR) 1996	6. TYPE OWNERSHIP <input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> <u>CORPORATION</u> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT-VENTURE
6A. WV REGISTERED DBE (Disadvantaged Business Enterprise) <input type="checkbox"/> YES <input type="checkbox"/> NO (WV Small business/Woman owned business)		
7. PRIMARY OSR DESIGN OFFICE: ADDRESS/TELEPHONE /PERSON IN CHARGE/ NO. OSR DESIGN PERSONNEL EACH OFFICE Primary (Sole) Office as noted above, Phone 304-776-3333		
3. PRINCIPAL OFFICERS OR MEMBER OF FIRM Linda N. Raines Torre, President David E. Raines, Vice President	8A. NAME, TITLE, & TELEPHONE – OTHER PRINCIPALS Anthony Gatens, PE Erik Baldwin, PE	
9. PERSONNEL BY DISCIPLINE		
<input type="checkbox"/> 3 ADMINISTRATIVE <input type="checkbox"/> ARCHITECTS <input checked="" type="checkbox"/> 5 BIOLOGISTS <input type="checkbox"/> CADD OPERATORS <input type="checkbox"/> CHEMICAL ENGINEERS <input checked="" type="checkbox"/> 4 CIVIL ENGINEERS <input type="checkbox"/> CONSTRUCTION INSPECTORS <input checked="" type="checkbox"/> 3 DESIGNERS <input type="checkbox"/> DRAFTSMEN	<input type="checkbox"/> ECOLOGISTS <input type="checkbox"/> ECONOMISTS <input type="checkbox"/> ELECTRICAL ENGINEERS <input checked="" type="checkbox"/> 4 ENVIRONMENTALISTS <input type="checkbox"/> ESTIMATORS <input checked="" type="checkbox"/> GEOLOGISTS <input type="checkbox"/> HISTORIANS <input type="checkbox"/> HYDROLOGISTS	<input type="checkbox"/> LANDSCAPE ARCHITECTS <input type="checkbox"/> MECHANICAL ENGINEERS <input checked="" type="checkbox"/> 1 MINING ENGINEERS <input type="checkbox"/> PHOTOGRAMMETRISTS <input type="checkbox"/> PLANNERS: URBAN REGIONAL <input type="checkbox"/> SANITARY ENGINEERS <input type="checkbox"/> SOILS ENGINEERS <input type="checkbox"/> SPECIFICATION WRITERS <input checked="" type="checkbox"/> 4 OTHER (field staff - water specialists) <input type="checkbox"/> 24 TOTAL PERSONNEL
TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: <u> 3 </u> *RPEs other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.		
10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE? YES NO <input checked="" type="checkbox"/>		

11. OUTSIDE KEY CONSULTANTS/SUBCONSULTANTS ANTICIPATED TO BE USED. Attach OSR "Consultant Qualification Questionnaire" N/A

NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ YES _____ NO
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ YES _____ NO
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ YES _____ NO
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ YES _____ NO
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ YES _____ NO
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ YES _____ NO
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ YES _____ NO

12. A. Is your firm experienced in Special Reclamation remediation/ Mine Reclamation Engineering?

YES Description and number of projects: Our firm has developed, gained approval, and maintained mining permits since 1996. Many of these permits were based in areas of pre-law disturbance; some were considered re-mining permits due to water quality , some due to material quantity managment.

NO

B. Is your firm experienced in soil analysis and coal refuse analyses?

YES Description and number of projects: We regularly use SSURGO information to obtain design criteria, site assessments; we have used coal refuse analysis both for stability assessments and potential environmental quality analyses. We have worked on design and maintenance for at least 6 permanent coal refuse storage facilities in Kanawha, Logan, and Boone counties.

NO

C. Is your firm experienced in hydrology and hydraulics for handling mine water discharges on mining sites?

YES Description and number of projects: Our design experience with respect to hydrology and hydraulics includes surface mine application drainage structure designs, surface water runoff analyses for a multitude of projects since 1996. One of our staff has obtained a Floodplain Manager Certification via ASFPM.

NO

D. Does your firm produce its own aerial photography and development of contour mapping?

YES Description and number of projects: _____

NO We do not produce aerial photography, but we regularly access available sources for DEMs and DTMs to generate topographic contour mapping.

E. Is your firm experienced in design of highwall elimination, grading and material handling plans for land reclamation?

YES Description and Number of Projects: We have regularly designed material handling and reclamation plans since 1996; average of 4 SMA applications per year with a multitude of permit revisions, amendments and boundary revisions that require design of material placement and stablity analysis, including highwall elimination

NO

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR OSR PROJECT DESIGN (Furnish complete date out keep to essentials)

NAME & TITLE (Last, First, MI) Torre, Linda N. PE, President	YEARS OF EXPERIENCE	
	YEARS OF OSR DESIGN EXPERIENCE	YEARS OF OSR RELATED DESIGN EXPERIENCE 30

Brief explanation of responsibilities

President of company, PE in charge and senior engineer. Experienced in drainage, material handling, transportation, and general environmental compliance.

EDUCATION (Degree, year, specialization)

BS, 1978, Natural Science & math; BSCE. 1983, Civil Engineering; MS, 2003, Environmental Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

SME, ASCE

REGISTRATION (Type, year, state)

PE 1989 KY (lapsed); PE 1991 WV; PE 2013 IL; PE 1990 IN (lapsed)

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR OSR PROJECT DESIGN (Furnish complete date out keep to essentials)

NAME & TITLE (Last, First, MI) Gatens, Anthony	YEARS OF EXPERIENCE	
	YEARS OF OSR DESIGN EXPERIENCE	YEARS OF OSR RELATED DESIGN EXPERIENCE 21

Brief explanation of responsibilities

Senior PE, manager of engineering staff; lead engineer on surface mine permit designs - proficient in all phases of mine planning, material handling,

reclamation design, drainage design and transportation systems design

EDUCATION (Degree, year, specialization)

BS 1993 Mining Engineering; MS 2003 Environmental Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, year, state)

PE, 2000, WV

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR OSR PROJECT DESIGN (Furnish complete date out keep to essentials)

NAME & TITLE (Last, First, MI) Baldwin, Erik	YEARS OF EXPERIENCE	
	YEARS OF OSR DESIGN EXPERIENCE	YEARS OF OSR RELATED DESIGN EXPERIENCE 18

Brief explanation of responsibilities

Performs mine planning , hydrologic analysis and design, structural fill designs. Supervises survey crew for various topographic and as-built projects;

conducts floodplain studies.

EDUCATION (Degree, year, specialization)
 BSET, 1996, Civil Engineering Technology; MS, 2004, Environmental Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS WVSPS, ASEE	REGISTRATION (Type, year, state) PE, 2007, WV; PE, 2007, OH; PE, 2008, VA; PS, 2011, WV; PS, 2011, VA
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13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR OSR PROJECT DESIGN (Furnish complete date out keep to essentials)

NAME & TITLE (Last, First, MI)	YEARS OF EXPERIENCE	
	YEARS OF OSR DESIGN EXPERIENCE	YEARS OF OSR RELATED DESIGN EXPERIENCE

Brief explanation of responsibilities

EDUCATION (Degree, year, specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, year, state)
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14. PROVIDE A LIST OF SOFTWARE AND EQUIPMENT AVAILABLE IN THE PRIMARY OFFICE WHICH WILL BE USED TO COMPLETE OSR DESIGN SERVICES

Software: AutoCAD, SurvCADD, ARC-GIS, SedCAD, HEC-RAS, sb-Slope, Microsoft Office suite (Word, Excel, etc.)

Equipment: Various environmental testing equipment (water and soil field test kits and sampling equipment); total station, laser level, data collectors, GPS and various other surveying equipment

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

PROJECT NAME, TYPE & LOCATION	NAME & ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
Permit S300405 Amendment, near Standard, WV	Tyler Morgan LLC, PO Box 3301, Charleston, WV 25333	Design of material handling and reclamation plans, roads, drainage systems	2-year mining project; operating cost per yard estimated at	Design work - 90% complete
Permit S300314 Application, near Clearco, WV	Greenbrier Smokeless Coal Co, LLC, 4425 Anjean Road, Rupert, WV 25984	Mining permit application; all pre-mining site assessments; all design including mine sequence, material handling and reclamation plans, roads, drainage systems	10-year mining project	Design work - complete Permit 94% approved
New Surface Mine Permit Application, near Duo, WV	JEP Mining, LLC, PO Box O Rupert, WV 25984	Mining permit application; all pre-mining site assessments; all design including mine sequence, material handling and reclamation plans, roads, drainage systems	3-year mining project	Design work - complete Permit 94% approved
Various permitting and water monitoring projects	Coyote Coal Company LLC 500 Lee Street Charleston, WV 25324	Field monitoring and management of water treatment systems, water sample collection; quarterly and annual review of facilities and certification of drainage structures	Monthly monitoring cost averages \$6000 per month Miscellaneous permitting, design, certifications average \$3500 per month	On-going
Various permitting and design projects	Hobet Mining LLC PO Box 305 South Shaffer Road Madison, WV 25103	Mine and water monitoring systems permitting, as-built drainage and transportation structure inspection and certification; Design and monitoring of	Miscellaneous permitting, design, certifications average \$3500 per month; new permits design and compilation cost minimum \$65,000 to submission	On-going

Various permitting and water monitoring projects	Pritchard Mining Company, Inc. PO Box 3311 Charleston, WV 25333	mitigation projects Field monitoring and management of water treatment systems, water sample collection; quarterly and annual review of facilities and certification of drainage structures	Monthly monitoring cost averages \$5,000 per month Miscellaneous permitting, designs, certifications average \$3500 per month	On-going
TOTAL NUMBER OF PROJECTS:		TOTAL ESTIMATED CONSTRUCTION COSTS: \$		

16. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS SERVING AS A SUBCONSULTANT TO OTHERS					
PROJECT NAME, TYPE & LOCATION	NATURE OF FIRMS RESPONSIBILITY	NAME & ADDRESS OF OWNER	ESTIMATED COMPLETION DATE	ESTIMATED CONSTRUCTION COST	
				ENTIRE PROJECT	YOUR FIRMS RESPONSIBILITY
Bowyer Woods Residential Development	Design of residential development - green development	Pardee Resources	2015	Not known	Channel delineation, US Army Corps of Engineers permit for construction of roads and drainage systems
Beech Fork Lodge JD	Design and engineering for construction of lodge, roads, parking lots	EL Robinson Engineering 5088 Wash St. West Cross Lanes, WV 25313 is primary; Project is managed by WVDNR, property is owned by USACE	2015	Not known	Environmental site assessments, delineation of streams and wetlands, assist in modification of construction plans to minimize impacts to environmental resources.

17. COMPLETED WORK WITH IN LAST 5 YEARS ON WHICH YOUR FIRM WAS THE DESIGNATED ENGINEER OF RECORD


PROJECT NAME, TYPE & LOCATION	NAME & ADDRESS OF OWNER	ESIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)
Original Tyler Morgan 3300405 permit covering > 12 year mine life.	Tyler Morgan LLC, PO Box 3301, Charleston, WV 25333		Permit acquired 2006	On-going
Various permitting and special projects design	Arch Coal Inc. 300 Corporate Center Drive Scott Depot, WV 25560		1996-present	On-going
Various permitting and special projects design	Pritchard Mining Company, Inc. PO Box 3311 Charleston, WV 25333		1996 - present	On-going
Various permitting and special projects design	Patriot Coal Corporation companies: Hobet Mining LLC, Coyote Coal Company LLC Catenary Coal Company LLC Apogee Coal Company LLC		2006-Present	Pritchard Mining Company, Inc. PO Box 3311 Charleston, WV 25333
Monitoring, design and construction - stream repair	EBX (Environmental Band & Exchange) 137 1/2 Main Street, Suite 210 Oak Hill, WV 25901		2012	Yes

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

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

19. Use this space to provide any additional information or description of resources supporting your firm's qualifications to perform work for the West Virginia Office of Special Reclamation. **I've attached brief resumes and project summaries identifying our qualifications for OSR work; we have regularly developed reclamation designs in areas of pre-law mining, including highwall elimination, water quality improvement, and even full re-mining of upland deep mine pillars and barriers.**

20. The foregoing is a statement of facts

Signature:  Title: President Date: 19-June-2014

Printed Name: Linda N. Torre

OSR and RELATED PROJECT EXPERIENCE MATRIX

PROJECT	Exp. Basis C-Corp P-Personal *	Additional info provided in Section (s) **	PROJECT EXPERIENCE REQUIREMENTS															Primary staff participation/capacity *** M-Management P-Professional					
			Forfeited Surface Mine Reclamation	Forfeited Deep Mine Reclamation	Portal/shaft closure	Hydrologic/Hydraulic design/ Eval.	Remining Evaluation	Mine / refuse fire abatement	Subsidence investigation/ mitigation	Hazardous waste disposal	Project specifications	Water quality evaluation /mitigation replacement	Construction inspection / management	Water treatment	Equipment /structure removal	Stream restoration	Geotechnical/stability	NPDES/ Stormwater preparation	L. Torre	A. Gatens			
Pritchard, Dry Branch Surface Mine	C/P					X	X				X	X	X	X			X	X	P				
Hobet Mining	C/P					X					X	X	X			X	X	X		P			
Tyler Moran LLC 4Mile Surface Mine	C/P					X	X				X	X	X			X	X	X	P	P			

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

EXPRESSION OF INTEREST

Greendale Coals, Inc., S-75-83

DEP16552

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

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

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

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

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

 - 2.5 "Purchase Order" 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 successful bidder and Contract holder.

 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

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

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

Term Contract

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ one thousand ninety-five (1095) _____ days.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____ . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
 - Commercial General Liability Insurance:**
\$1,000,000.00 or more.
 - Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
 - Aggregate: \$2,000,000.00
 - Automobile Liability: \$1,000,000.00
 - Professional Liability: \$1,000,000.00
 -
 -

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

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

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

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

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.



Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

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:
 - a. 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:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
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.

RFQ No. DEP16552

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Decota Consulting Company, Inc

Authorized Signature: Brenda N. Lowe Date: 19-June-2014

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 19 day of June, 2014.

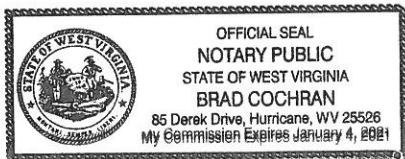
My Commission expires Jan 4 2021, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP16552

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Deceta Consulting Co. Inc
Company

Yuan N. Lou
Authorized Signature

19 - June - 2014
Date

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Decota Consulting Company, Inc
(Company)

Linda N. Torre
(Authorized Signature)

Linda N. Torre, President
(Representative Name, Title)

304-776-3333 ; 304-776-3371
(Phone Number) (Fax Number)

19-June-2014
(Date)

Linda N. Torre

President

Position:

Co-owner and senior engineer for Mining and Environmental Consulting Firm since 1997 (President since 2006).

Experience/Skills:

- **Master of Science Degree in Environmental Engineering**, Marshall University
- **Bachelor of Science Degree in Civil Engineering**, West Virginia University
- **Bachelor of Science Degree in Mathematics / Natural Science**, University of Charleston

Experience/Skills:

- Conducted site inspections for environmental liability assessment of mining properties for due diligence reviews in Ohio, Illinois, Western Kentucky, Colorado, Utah and Wyoming.
- Compiled environmental baseline data and conducted project impact assessments for Environmental Information Documents, following NEPA guidelines, for mining-related projects requiring Federal Agency (U.S. Army Corps of Engineers) approval.
- Conducted environmental education program and violation reduction program for hourly and operations management personnel
- Supervised preparation of Groundwater Protection Plans, Air Quality Permits and SMCRA Applications
- Prepared property analysis, including mine plans, equipment selection, manning and economic analysis for large surface operations in southern West Virginia and Wyoming, projected annual production > 3,000,000 tons, capital budgets exceeding \$30,000,000.00

Affiliations/Certifications:

- Registered Professional Engineer, West Virginia
- Society of Mining Engineers
- America Society of Civil Engineers Member
- Level II Rosgen Training (River Morphology and Applications)

Anthony Gatens

Division Manager, Senior Engineer

Position:

Responsible for management and completion of federal and state permit applications and associated designs and analysis for various surface and underground mining projects. Extensive permitting related experience in the preparation of Surface/Underground Article 3 Permits, NPDES mining and construction permits, 401 Water Quality Certifications, USACE 404 Individual and Nationwide permits, Environmental Information Documents and other permit packages involving combinations of various mining and construction projects. Involved in the environmental monitoring and compliance for several of our clients active mining operations.

Experience/Skills:

- **Master of Science Degree in Environmental Engineering**, Marshall University
- **Bachelor of Science Degree in Mining Engineering**, West Virginia University

Experience/Skills:

- Designed and managed construction of ponds, roads, valley fills for three large scale surface mining operations.
- Managed engineering and survey departments for dragline, truck/shovel, and excavator surface mining operations. Completed and oversaw long and short range mine plans, including engineering costs, production, reclamation and coal quality and blending components for the annual five year budget and mine plans.

Affiliations/Certifications:

- Registered Professional Engineer, West Virginia
- Class I Drinking Water System Operator
- West Virginia Miner Certificate
- Level II Rosgen Training (River Morphology and Applications)

Erik Baldwin

Sr. Engineer / Survey Manager

Position:

Current job responsibilities include environmental permitting and design for surface mining operations including the design for sediment control structures, structural fills, transportation, and mine layout. In addition, typical duties also include conducting surface water runoff analyses for surface mining permits by building hydrologic models that analyze the runoff conditions expected for all phases of the mining operation. Surveying responsibilities include as-built and volumetric surveying, topographic surveying, boundary surveying, completing elevation certificates and floodplain studies.

Experience/Skills:

- **Master of Science Degree in Environmental Engineering**, Marshall University
- **Bachelor of Science Degree in Civil Engineering**, Bluefield State College

Experience/Skills:

- Eighteen years experience in mining and construction engineering, surveying, environmental engineering and permitting and has held positions ranging from Project Engineer to Senior Permitting and Environmental Engineer.
- Mine development analysis, hydrologic analysis and design, structural fill design, environmental engineering management for large surface mining operations.
- Eight years experience in higher education, including six years as full time faculty in School of Engineering Technology and Computer Science at Bluefield State College.

Affiliations/Certifications:

- Registered Professional Engineer, West Virginia, Virginia, Ohio
- Registered Professional Land Surveyor, West Virginia, Virginia
- West Virginia Society of Professional Surveyors
- America Society for Engineering Education
- CFM (Certified Floodplain Manager)

Decota Consulting Company, Inc. is a full service consulting firm focused primarily on environmental engineering, design-build restoration projects, and environmental monitoring assessments. We have provided our clients state of the art solutions since 1996. Our company takes pride in our experience, integrity, and quality of work in every project. Decota provides all integral aspects of project development- baseline studies and assessments, design, permitting, construction oversight and implementation, and post-construction monitoring. We look forward to new challenges and appreciate the opportunity to share our qualifications with you.

The Decota team has over 100 combined years of environmental science and engineering experience. Our staff has expert knowledge of geotechnical engineering, hydrology, geochemistry, biology, geographic information systems, and their applications in the real world. We utilize leading software for project design, hydrologic analysis, geographic information systems, and data management to produce quality work in a timely manner. The success of our organization is based on proper planning, knowledge of resources, management of those resources, and ongoing, comprehensive communication between our staff and our clients.

Decota can assist your organization with mitigation site selection, mitigation proposals, mitigation banking assistance, Natural Stream Design, wetland delineation, wetland design, and construction services. We have extensive experience designing and implementing mitigation projects.

Our staff regularly employs a wide range of stream restoration and watershed enhancement techniques, based on Natural Stream Design principles. Beginning with a reference reach survey, our field crew gathers morphological information, such as plan form, profile, and cross sectional dimension data. Stream bed material analyses, using the Wolman pebble count method, are then performed for both classification and sediment transport computations, including competency and capacity analysis. Reference reach riparian vegetation studies can also be conducted to aid in preparing a vegetation establishment plan for mitigation areas. Decota regularly uses both Visual Riparian Estimate and Stream Visual Assessment Protocol (SVAP) forms. Additional habitat assessments utilized by our staff include, but are not limited to, the EPA Rapid Bioassessment Protocol (RBP) and Hydrogeomorphic assessments (HGM). To determine bank stability, we routinely use the Bank Erosion Hazard Index (BEHI) and Pfankuch surveys. Further determinations of stream and habitat quality can be done using both the Interim Function Assessment Approach and West Virginia Stream Valuation Metric. Many of these evaluation forms have been translated into user friendly iPhone apps designed by our staff, a feature described in detail later in this document and on our website.

In addition to habitat monitoring, Decota performs a wide variety of assessments associated with biological monitoring. In order to evaluate aquatic integrity and overall stream health, our team can perform benthic macroinvertebrate, fish, salamander, and water chemistry surveys. Benthic collections are conducted following appropriate federal and state guidelines and analyzed by a NABS certified taxonomist. Fish population samples are collected using electrofishing methods following all state and federal parameters. Our fish taxonomist identifies samples to species level and has experience in diversity, abundance, presence/absence, and fish tissue surveys. We also have the capability to perform other biologic assessments, such as herpetological surveys. Our

team regularly conducts water sampling to obtain chemistry parameters in the watershed and determine local water quality.

Applying this extensive field data, our team of Professional Engineers, Rosgen Level IV certified stream design specialists, and mapping experts create watershed assessments, hydraulic models, conceptual designs, and construction plans. Using Natural Stream design principles, our team can create and produce 3D construction plans including, but not limited to: typical sections, quantity tables, survey layouts, structural details, and plan view, profile and cross section figures. Bank stability, sediment transport, flood frequency, and habitat are each carefully considered when developing a design. Stream and wetland restoration and watershed enhancement plans also include all federal and state documentation, such as jurisdictional determinations, Compensatory Mitigation Plans (CMP), and Environmental Information documentation (EID).

In addition, our team prepares and submits National Pollution Discharge Elimination System (NPDES) individual permits, Surface Water Runoff (SWROA) analyses, section 404 permit applications from the U.S. Army Corps of Engineers, and section 401 water quality permit applications from the State Department of Environmental Protection. Our staff is uniquely positioned to streamline the permitting process as much as possible due to our excellent working relationship with the various state and federal government regulatory agencies involved.

Once permitted, our construction division implements the design plans and provides full construction services throughout the duration of the project. Following construction, Decota provides as-built survey services and annual project monitoring to ensure project success. Furthermore, our team can coordinate with landowners to acquire conservation easements for mitigation site preservation.

Our staff is also involved in heavy land use design projects. This includes planning underground and surface mining operations, haul roads, surface drainage features, and active and passive water treatment facilities. Decota follows these projects with the appropriate and necessary reclamation, including design of valley fills and ponds, contour grading to stabilize slopes, and highwall reclamation. Our services also include environmental evaluations and reclamation liability assessments. Our liability assessments provide a cost-benefit analysis and identify potential or existing environmental contamination liabilities, including those caused by pre-SMCRA disturbances. The underlying property, as well as physical improvements to the property, will be considered during the evaluation.

Lastly, Decota offers many technology based services ranging from development to implementation. Our staff has extensive experience in Geographic Information Systems (GIS), relational databases, numerous programming languages, and modern web frameworks. Together, we have over 15 combined years of experience implementing GIS solutions. Our company can effectively integrate GIS information into existing technologies such as AutoCAD to assist in the project development process.

Decota is a registered Apple Developer. Our staff can design custom iPhone or iPad applications, such as customized field data collection applications or field reference applications, to streamline data collection.

Since 1996, Decota has used the aforementioned specialties to develop environmental engineering projects throughout south-central Appalachia. As consultants, we have applied our knowledge and technical support to the mining industry, local landowners, private entities, real estate developers, and fellow environmental engineering firms to achieve the wide ranging projects listed below.

Land-based Engineering Projects

- **Large scale surface and underground mine design and reclamation-** Decota has been involved in large scale mining design and permitting projects since 1996 throughout the Appalachian region. Our staff has experience in mine planning, mine operations, design of head of hollow fills, side-hill fills, mine bench backfill, drainage and sediment control systems, dugout and embankment ponds, and design of water quality treatment systems and drainage diversion structures.
- **Residential housing development, Pardee Ventures, LLC-** Decota has prepared and submitted a jurisdictional determination, 404 and 401 permits, SWROA documentation, and a compensatory mitigation plan for this 75 lot, 200 acre housing development located in Putnam County, WV.
- **Sports and recreational land use-** On behalf of a private donor, Decota designed and monitors public soccer fields located at Trace Fork shopping center, a public driving range at Coonskin Park, and a football field at George Washington High School, all of which are located in Kanawha County, WV.

Stream Projects

- **Paint Creek Mitigation, Tyler Morgan, LLC-** Fishery enhancement in stocked trout stream for mining impact mitigation. This project, including permitting, design, construction, and monitoring, was, and is currently being, performed by Decota.
- **Mitigation Projects, Pritchard Mining Company, Inc.-** Aquatic habitat and bank stability enhancement on multiple streams for mining impact mitigation. Impact assessments, permitting, design, construction, and monitoring were, and are currently being, performed by Decota. On-site wetland construction and additional off-site stream restoration projects are in the design phase.
- **Stream Mitigation Projects, Hobet Mining, LLC-** Decota is involved in seven separate stream enhancement/restoration projects for mining impact mitigation in multiple WV counties. These projects vary in size, stage of completion, and scope of work. Our scope of work varies from project to project ranging from full-service mitigation including: site selection, design, permitting, construction, and monitoring; to less complete packages including assuming monitoring responsibilities from previous firms and creating adaptive management solutions for these previous projects not originated at Decota.
- **White Oak Creek Stream Mitigation, Catenary Coal Company, LLC-** Multi-phase stream stabilization and habitat enhancement project for mining impact mitigation. Decota was responsible for interpreting the concept plan and implementing the project. This included choosing the type, size, and location of all in-stream structures; pattern, profile, and dimension forms of stream alignments; construction oversight, and yearly monitoring.
- **Trace Fork Stream Mitigation, EBX-** Decota was contracted by EBX to perform annual monitoring, as well as design and construction of stream repair work required to

facilitate the permit release of this project. This project served as mitigation for impacts associated with expansion of the Tri-State Regional Airport in Huntington, WV.

- **Stream Mitigation Projects, Coyote Coal Company LLC-** Decota has been involved in multiple stream restoration and enhancement projects for mining impact mitigation. These involved permitting, construction and/or construction oversight, and yearly monitoring. We are currently involved in site-selection and feasibility studies for additional stream mitigation at other mine locations.
- **Stream Mitigation Project, Tom Scholl/Keystone Development, LLC-** Decota was involved in designing a stream restoration project for mining impact mitigation. This full-service mitigation project included permitting, design, construction, and monitoring.
- **Guyandotte River Tributary Stream Restoration, Snap Creek Coal Company-** Assessment and stream restoration design following debris flow in a tributary of the Guyandotte River. This debris flow caused extensive damage in the town of Man, in Logan County, WV. This project involved not only design for stream restoration, but also coordination with local and state politicians, state transportation agencies, and regulatory agencies. Part of the project included a bridge replacement and relocation of an existing state road. Construction is currently pending the outcome of ongoing litigation.
- **Field research, CH2M Hill-** Decota was contracted by this environmental engineering firm to participate in benthic community and emergence analyses, leaf litter and wood/stick weight analyses, RBP measures, and photodocumentation for a mining project in Logan County, WV.

Wetland Projects

- Decota has performed wetland delineations and mapping for Arch Coal, Inc., Pritchard Mining Company, Inc., and Triad Engineering, Inc.
- On-site wetland creation projects are in the design phases for Coyote Coal Company LLC and Covington Coal Company LLC. Work will include plan-view sheets, profile, cross-sections, quantity tables, detail sheets, survey coordinate tables, general notes, and provisions.
- As WVDOT's former stream and wetland specialist, Neal Carte, was responsible for the site-selection, design, construction, and monitoring phases of all wetland mitigation projects. These projects include creation and restoration of over 100 acres of wetland. These wetlands were of various cover types and hydrologic regimes throughout WV.

Decota staff has all of the professional expertise and abilities necessary to undertake large or small scale earthwork design, reclamation project design, and ecosystem restoration projects. Our prior work makes us especially adept at reclamation of land or waters disturbed by mining activities; however, we are by no means limited to mining reclamation. We have the experience, proficiency, and desire to expand our operations to any and all restoration activities which can be found throughout the Appalachian region.

Mitigation Project in Berry Branch and its Tributaries

This project, located in Lincoln County, WV, was completed as off-site compensatory mitigation work for impacts associated with Hobet Mining, LLC's Surface Mine No. 45. The proposed project goals were to correct habitat degradation and stability issues caused by natural gas extraction, logging, ATV trails, and access roads within the Berry Branch watershed. The mitigation work included stream realignment, roadway relocation, and stream enhancement through Priority Levels I, II, and II type construction. Stabilization structures used for this project include: cross vanes, circular weirs, embedded bank boulders, log-boulder revetments, root wad revetments, rock and roll log-boulder structures, and reinforced road crossings. The project involved reconstructing A2, B3, and C4 channels heavily impacted by logging activities and vehicular traffic. These streams were previously used as roads; the roads were relocated during mitigation activities to minimize impacts to stream function while still maintaining access to remote areas.

This project was headed by Stream Restoration Project Manager, Neal Carte. Decota was responsible for design, implementation, as-built surveying, and subsequent yearly monitoring.



Restored A2 channel, formerly used as an access road for natural gas extraction. Photo taken during as-built survey. Access road was relocated out of the stream, beyond the riparian buffer zone.

Paint Creek and Fourmile Fork Mitigation

This mitigation work, located in Kanawha County, WV, is an ongoing project for Tyler Morgan, LLC to serve as compensation for impacts associated with Fourmile Surface Mines No. 2 and 3. Goals of the project in Paint Creek and Fourmile Fork of Paint Creek were to provide fish habitat enhancement and bank stabilization to a stocked trout fishery stream. The project aimed to correct degradation of these streams caused by historic land use patterns, including an adjacent interstate road, state route, and residential development. Enhancement with in-stream structures covered 11,500 feet of Paint Creek and 2,500 feet of Fourmile Fork of Paint Creek. Decota coordinated with local interest groups including landowners, the WV Division of Natural Resources, and the Lower Paint Creek Watershed Association, to prevent property loss from erosion and increase tourism in the popular fishing area with the newly enhanced mitigation reach.

Decota was responsible for design and implementation of the project. All permitting work and subsequent monitoring has been done through our engineering and environmental biology staff. This project was headed by Natural Resources Division Manager, Lacey Parsons.



J-hook structure on Paint Creek

Lens Creek No. 2 Surface Mine and Reclamation

On behalf of Pritchard Mining Company, Inc., Decota designed plans for the development of earthwork, excavation, material placement and handling, construction of roadways, and installation of drainage controls for Lens Creek No. 2 Surface Mine in Kanawha County, WV. This operation was 620 acres in size and required the movement of 42 million bank cubic yards of overburden material. Following mining activities, Decota also developed and implemented the reclamation plans, including revegetation and reforestation, stabilization of contours, and sediment control structures. Upon removal of the sediment ponds, Decota utilized natural restoration techniques to reinforce the affected waterways. The reclaimed site subsequently won national and state awards for excellence in reclamation.

Decota handled the permitting, design, implementation, and monitoring of this mining operation and reclamation. This project was managed by Linda Torre.



Recent reclamation is visible in the foreground. Ten-twelve year reclamation is shown in the far background.

US Route 340 – WV Route 9 Interchange Wetland

This project is located in Jefferson County, WV near the Charlestown Race Track. It is a 1.5 acre wetland constructed in an interchange using groundwater and stormwater inputs to provide hydrology for the wetland. The purpose of the project was to provide compensatory mitigation for wetland impacts associated with construction of WV Route 9. The site was graded to produce the maximum amount of topographic relief in order to create diverse vegetation communities with a large amount of edge-effect. In this case, a mix of open water, emergent and scrub shrub type wetland has evolved. The diverse mix of vegetation communities maximizes the wildlife habitat value of the site. The wetland also functions to detain and filter stormwater runoff from a nearby residential complex.

Design, construction oversight, and monitoring were all performed by wetland and natural channel design specialist Neal Carte.



US Route 340 – WV Route 9 Interchange wetland, start of third growing season

Construction and Enhancement Project in the White Oak Creek Watershed

This project in Boone County, WV served as mitigation for mining impacts associated with Catenary Coal Company's Pine Tree Flats and Kayford South Surface Mines. Goals of the multiphase project in the Left Fork, Right Fork, and Mainstem of White Oak Branch were to enhance habitat value, reestablish floodplain connectivity, and increase stream stability. The work consisted of Priority Level I and III restoration type construction. In-stream structures such as J-hooks, cross vanes, log and boulder revetments, and toe wood structures were strategically installed throughout the reaches to provide 23,238 feet of stream mitigation credit. This project involved construction of meandering stream channel on new alignment, in-place stream stabilization and enhancement, bed form diversification, and fish habitat enhancement. Restoration reach streams were channel types C, B, A, and Aa+.

Decota was responsible for both determining the type, size, and location of structures and providing oversight during the construction. All permitting work and subsequent monitoring has been done through our engineering and environmental biology staff. This project was headed by Lacey Parsons and Neal Carte.



Rock cross vane- one of a series of structures used to stabilize a section of stream which had been realigned.