



ORIGINAL

EOI Pendleton Creek Strip PhaseII

WV DEP, Office of AML&R  
CEOI 0313 DEP1600000003  
03 November 2015

11/03/15 11:16:13  
WV Purchasing Division



November 3, 2015

Ms. Beth Collins  
State of West Virginia  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305-0130

RE: AML Expression of Interest  
DEP1600000003  
Pendleton Creek Strip Phase II

Dear Ms. Collins:

Decota Consulting Company Inc. respectfully submits our request for consideration of our company for design services for the above-listed Office of Abandoned Mine Lands and Reclamation project. Included with the original EOI is one convenience copy and one copy on CD, along with a summary of our staff members, some examples of our completed projects and general information on our company.

Our Decota staff members include, but are not limited to: a licensed land surveyor (certified in Virginia and West Virginia), three Professional Engineers, 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 and three Rosgen Level IV trained stream design specialists. 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, appearing to read "Linda R. Torre".

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



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

State of West Virginia  
 Centralized Expression of Interest  
 02 - Architect/Engr

Proc Folder: 114123

Doc Description: Addendum 03 Pendleton Creek Strip Ph II

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-20	2015-11-04 13:30:00	CEOI 0313 DEP1600000003	4

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Name, Address and Telephone Number:**

Decota Consulting Company, Inc.  
 4984 West Washington Street  
 Cross Lanes, WV 25313  
 (304) 776-3333

**FOR INFORMATION CONTACT THE BUYER**

Beth Collins  
 (304) 558-2157  
 beth.a.collins@wv.gov

Signature X *Sandi N. Ramirez*

FEIN # 20-0584612

DATE 2 November 2015

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

**ADDITIONAL INFORMATION:****Addendum No. 03**

This addendum is issued to modify the solicitation per the attached documentation and the following:

- To issue answers to vendor submitted questions.  
The bid opening date will not change, and will remain as November 4, 2015 at 1:30 PM, EST.
- No other changes.

**Addendum No. 02**

This addendum is issued to modify the solicitation per the attached documentation and the following:

- To modify the bid opening date to November 4, 2015 at 1:30PM, EST.
- No other changes.

**Addendum No. 01**

This addendum is issued to modify the solicitation per the attached documentation and the following:

- To correct a legal advertisement error.
- To change the question submittal deadline to September 25, 2015 at 5:00 PM, EST
- To modify the bid opening date to October 8, 2015 at 1:30 PM, EST

No other changes.

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 for the Pendleton Creek Strip Phase II project Tucker County, West Virginia, per the attached bid requirements and specifications.

BUYER TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

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

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description :**

\*Dates of Service are estimated for bidding purposes only.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Tech Question Deadline at 5:00 PM, EST	2015-09-02
2	Revised Tech Question Deadline at 5:00 PM, EST	2015-09-25

DEP160000003	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 03 Pendleton Creek Strip Ph II	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# EXPRESSION OF INTEREST PENDLETON CREEK STRIP PHASE II

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## SECTION ONE: GENERAL INFORMATION

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

### PENDLETON CREEK STRIP PHASE II:

Design of drainage conveyances.  
Re-grading of mine spoil to eliminate highwall.  
Establishment of access across site.  
Re-vegetation of disturbed areas.

**EXPRESSION OF INTEREST  
PENDLETON CREEK STRIP PHASE II**

**3. SCHEDULE OF EVENTS:**

Release of the EOI.....	08/11/2015
Addendum Issued .....	TBD
Expressions of Interest Opening Date.....	09/24/2015
Estimated Date for Interviews.....	TBD

**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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: September 2, 2015 at 5:00 PM, EST

Submit Questions to: Beth A. Collins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [beth.a.collins@wv.gov](mailto:beth.a.collins@wv.gov)

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or 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 electronic submission via wvOASIS, 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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Pendleton Creek Strip Phase II  
BUYER: Department of Environmental Protection Office of AML&R  
SOLICITATION NO.: CEOI 0313 DEP1600000003  
BID OPENING DATE: 4 November 2015  
BID OPENING TIME: 1:30 PM EST  
FAX NUMBER: (304) 776-3371

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: September 24, 2015 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.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand 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. **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.
13. **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.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

# EXPRESSION OF INTEREST PENDLETON CREEK STRIP PHASE II

## SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at 101 Cambridge Place, Bridgeport, WV 26330 and the Project is located in Tucker County, WV.

Directions to Site: Proceed to Thomas. From the bridge across the North Fork of Blackwater River in Thomas travel south on State Route 32 for 1.4 miles, then turn left onto a stone base haul road. The site is located on the left-hand side of the haul road (the site is also located between Thomas and Davis on the north side of Route 32, approximately 2,000 ft. southeast of Thomas-Davis Elementary School). N39° 8' 52.8" W 79° 28' 50.0"

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 be limited to, Civil, Structural, Geological and Hydrological.

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

Design of drainage conveyances.  
Re-grading of mine spoil to eliminate highwall.  
Establishment of access across site.  
Re-vegetation of disturbed areas.

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

## **EXPRESSION OF INTEREST PENDLETON CREEK STRIP PHASE II**

- 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 AML Consultant Qualification Questionnaire (CQQ), Attachment "B" and the AML and Related Project Experience Matrix (RPEM). Attachment "C".

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

AML 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:

Develop drawings and specifications to remediate an abandoned mine land problem area.

- 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 1.3) of this EOI. 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:

## **EXPRESSION OF INTEREST PENDLETON CREEK STRIP PHASE II**

### **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
- Proposed subcontractors (mapping, geotechnical, etc.)
- Product quality control
- Project cost control

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

1. **Economy of Preparation:** EOI's 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.

## **EXPRESSION OF INTEREST PENDLETON CREEK STRIP PHASE II**

- 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.
  - 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 the conduct 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.



## **EXPRESSION OF INTEREST PENDLETON CREEK STRIP PHASE II**

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:

- |  |           |
|--|-----------|
| A. WV Registered Professional Engineers (Civil or Mining)<br>In the Primary Office:  | 20 points |
| B. Reclamation Engineering design experience of the Primary<br>Office's WVRPE as it relates to the specific project problem<br>Areas:  | 25 points |
| C. Available WV-AML Design Teams within the Primary office<br>(A Design team should consist of one Project Engineer (Civil<br>or Mining), one CAD person and availability of other support<br>personnel a required by the particular project): | 20 points |
| D. The Oral Interview (See 5.1 under Section 3 of this EOI):   | 35 points |

**EXPRESSION OF INTEREST  
PENDLETON CREEK STRIP PHASE II**

**SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. **"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. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. 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.

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

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ 1,095 \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

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

**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:** In the amount of \_\_\_\_\_  
\$1,000,000.00 or more.

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

\$1,000,000.00 Professional Liability

\$1,000,000.00 Auto Liability

\$2,000,000.00 Aggregate

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

**10. 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.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_  
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.

12. **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 Award Document, upon receipt.
13. **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.
14. **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.
15. **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.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **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.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.



- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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>.

- 30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

- 31. 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.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States

and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. 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.

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

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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


1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** 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.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Decota Consulting Company, Inc.

(Company)

 Linda Torre, President  
(Authorized Signature) (Representative Name, Title)

Phone: 304-776-3333 Fax: 304-776-3371 Date: 2-November-2015

(Phone Number) (Fax Number) (Date)



**SOLICITATION NUMBER: CEOI DEP1600000003**

**Addendum Number: 01**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To correct a legal advertisement error.
2. To change the question submittal deadline to September 25, 2015 at 5:00 PM, EST
3. To modify the bid opening date to October 8, 2015 at 1:30 PM, EST

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

**SOLICITATION NUMBER: CEOI DEP1600000003**

**Addendum Number: 02**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to November 4, 2015 at 1:30PM, EST.

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

**SOLICITATION NUMBER: CEOI DEP1600000003**  
**Addendum Number: 03**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To issue answers to vendor submitted questions.

The bid opening date will not change, and will remain as November 4, 2015 at 1:30 PM, EST.

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

# ATTACHMENT A

CEOIDEP16\*003

ADDENDUM #3

To address vendor questions:

- Q1. On the AML Consultant Qualification Questionnaire, should we limit projects in Section 15-18 to only AML projects or do you want all projects for the entire company?
- A1. All current activities of the firm, as stated in the header of the section: "CURRENT ACTIVITIES ON WHICH YOUR FIRM IS THE DESIGNATED ENGINEER OF RECORD".
- Q2. Are there instructions for filling out the AML Consultant Qualification Questionnaire?
- A2. All sections and information fields are labelled in relation to the required information.
- Q3. On the AML Project Matrix, is Primary Staff limited to staff in the Primary office?
- A3. Primary Staff is reference to the staff that would be assigned to the project for which the firm is submitting a proposal.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP1600000003**

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 checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" 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.

Decota Consulting Company, Inc.

Company



Authorized Signature

2 November 2015

Date

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

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AML CONSULTANT QUALIFICATION QUESTIONNAIRE**

Attachment "B"

PROJECT NAME Pendleton Creek Strip Phase II		DATE (DAY, MONTH, YEAR) 2 November 2015	FEIN 20-0584612
1. FIRM NAME Decota Consulting Company, Inc.		2. HOME OFFICE BUSINESS ADDRESS 4984 West Washington Street Cross Lanes, WV 25313	3. FORMER FIRM NAME N/A
4. HOME OFFICE TELEPHONE  (304) 776-3333	5. ESTABLISHED (YEAR)  1996	6. TYPE OWNERSHIP Individual <input type="checkbox"/> Partnership <input type="checkbox"/> <b>Corporation</b> <input checked="" type="checkbox"/> Joint-Venture <input type="checkbox"/>	6a. WV REGISTERED DBE (Disadvantaged Business Enterprise) YES <input type="checkbox"/> <b>NO</b> <input checked="" type="checkbox"/>
7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE 4984 W. Washington Street, Cross Lanes, WV 25313 / (304) 776-3333 / Linda Torre, PE / 3			
8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM Linda N. Raines Torre, President David E. Raines, Vice President		8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS Anthony Gatens, PE Erik Baldwin, PE	
9. PERSONNEL BY DISCIPLINE			
<u>1</u> ADMINISTRATIVE	<input type="checkbox"/> ECOLOGISTS	<input type="checkbox"/> LANDSCAPE ARCHITECTS	<input type="checkbox"/> STRUCTURAL ENGINEERS
<u>3</u> ARCHITECTS	<input type="checkbox"/> ECONOMISTS	<input type="checkbox"/> MECHANICAL ENGINEERS	<u>1</u> <b>SURVEYORS</b>
<u>2</u> <b>BIOLOGIST</b>	<input type="checkbox"/> ELECTRICAL ENGINEERS	<u>1</u> <b>MINING ENGINEERS</b>	<u>2</u> TRAFFIC ENGINEERS
<u>2</u> <b>CADD OPERATORS</b>	<u>4</u> ENVIRONMENTALISTS	<input type="checkbox"/> PHOTOGRAMMETRISTS	<u>2</u> OTHER
<input type="checkbox"/> CHEMICAL ENGINEERS	<input type="checkbox"/> ESTIMATORS	<input type="checkbox"/> PLANNERS: URBAN/REGIONAL	
<u>3</u> <b>CIVIL ENGINEERS</b>	<input type="checkbox"/> <b>GEOLOGISTS</b>	<input type="checkbox"/> SANITARY ENGINEERS	
<input type="checkbox"/> CONSTRUCTION INSPECTORS	<input type="checkbox"/> HISTORIANS	<input type="checkbox"/> SOILS ENGINEERS	
<u>3</u> DESIGNERS	<input type="checkbox"/> HYDROLOGISTS	<input type="checkbox"/> SPECIFICATION WRITERS	<u>20</u> TOTAL PERSONNEL
<input type="checkbox"/> DRAFTSMEN			
<p>TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: <u>3</u></p> <p>*RPEs other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.</p>			
10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE? <input type="checkbox"/> YES <input type="checkbox"/> NO			

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

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



12. ... Is your firm's personnel experienced in Abandoned Mine Lands 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; many were re-mining permits due to water quality or material quantity. Number of projects: 50+

NO

B. Is your firm experienced in Soil Analysis?

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?

YES Description and Number of Projects: Our design experience with respect to hydrology and hydraulics includes surface mine drainage structure designs, surface water runoff analyses, and runoff attenuation for a multitude of projects since 1996. Our firm typically deals with 20+ drainage projects per year.

NO

D. Does your firm produce its own Aerial Photography and Develop 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, as well as creating contour mapping from field surveying with total stations and gps units.

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

YES Description and Number of Projects: Groundwater/aquifer sampling and monitoring for surface mining permits; underground injection analysis and permitting. In addition, past experience in drinking water system sampling/monitoring by certified water operator. Number of projects 10+

NO

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

YES Description and Number of Projects: On-going projects include Acid-Base Accounting analysis, material and encapsulation & handling plans; field personnel are experienced in treatment system monitoring and maintenance; treatment system selection for pH, Iron, Mn, and Se; design of wetland treatment systems. Projects: 10+

NO

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
Torre, Linda N. PE, President		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)
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13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
Gatens, Anthony		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
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13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
Baldwin, Erik, R.		19	

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)

B.S.E.T. Civil Engineering Technology, 1996                      M.S.E. Engineering, 2004, Environmental Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State)
ASEE, WV Society of Professional Surveyors	Professional Engineer, 2007, WV, OH, VA (2008) Professional Surveyor, 2011, WV & VA

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

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

Brief Explanation of Responsibilities

EDUCATION (Degree, Year, Specialization)

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

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

Software:	Equipment:
SB Slope	Total Station
SEDCAD 4	GPS Base and Rover System
TR-55	(2) Carlson Surveyor Field Controller
HEC-HMS	Environmental Testing Equipment (Soil & Water)
HEC-RAS	
Carlson Civil Suite (SurvCADD)	
Carlson Mining Suite	
AutoCAD	
ArcMap	
Microsoft Office	

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

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
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 S500615 Application, near Lundale, 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, USACE jurisdictional determination	10-year mining project	Design work - complete Permit 65% 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 mitigation projects	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	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
Lakin State Farm - In Lieu Fee Stream and Wetland Mitigation Project, Located in West Columbia, WV.	WVDEP, Division of Water and Waste Management, 601 57th Street SE, Charleston WV 25304	Identify site, existing condition assessments, surveys, design, permitting. Will also include construction oversight and long-term monitoring	Assessment, design, permitting estimated at \$491,000. Construction estimated at \$2,200,000; Post Construction estimated at \$275,000.	Assessment - 80% complete Design work - 25% complete Permit work 5% complete
TOTAL NUMBER OF PROJECTS:		TOTAL ESTIMATED CONSTRUCTION COSTS: \$		
20+				



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

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)
Original Tyler Morgan S300405 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 P O BOX 1001 63 CORPORATE DR., SUITE 406, SCOTT DEPOT, WV 25560		2006-present	On-going
Monitoring, design and construction - stream repair - Trace Fork Mitigation project	EBX (Environmental Band & Exchange) 137 1/2 Main Street, Suite 210 Oak Hill, WV 25901		2012	Yes
Permit S300314 Application, near Clearco, WV	Greenbrier Smokeless Coal Co, LLC, 4425 Anjean Road Rupert, WV 25984		2014	Yes
Monitoring, design and construction oversight - Stream Mitigation Pine Tree Flats Mitigation project	Catenary Coal Company LLC	\$250,000	2014	Constructed 2009, monitored 5 years and released from monitoring by US ACE 2014.
Monitoring, design, construction and construction oversight - Stream Mitigation Fivemile Deep Mine Mitigation project	Coyote Coal Company LLC	\$57,000	2010	Constructed 2010, monitored 5 years Monitoring is ongoing.

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

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

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

I've attached brief resumes and project summaries identifying our qualifications for AML 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: *Linda N. Torre*

Title: President

Date: 2-November-2015

Printed Name: Linda N. Torre



AML 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				
			Abandoned Surface Mine Reclamation	Abandoned Deep Mine Reclamation	Portal/shaft Closure	Hydrologic/Hydraulic Design/ Eval.	Remining Evaluation	Mine/Refuse Fire abatement	Subsidence Investigation Mitigation	Hazardous Waste Disposal	Project Specifications	Water Quality Evaluation / Mitigation / Replacement	Construction Inspection / Management	Water Treatment	Equipment /Structure Removal	Stream Restoration	Geotechnical/Stability	L. Torre	A. Gatens	L. Parsons	E. Baldwin
Pritchard, Dry Branch Surface Mine	C/P					X	X				X	X	X	X			X	P			
Hobet Mining	C/P					X					X	X	X			X	X		P		
Tyler Moran LLC 4Mile Surface Mine Includes stream mitigation	C/P					X	X				X	X	X			X	X	P	P	P, M	
Catenary Coal Company White Oak Creek Stream Mitigation	C/P										X	X				X				P, M	
Environmental Engineer – Logan County Mine Services	P					X				X	X	X	X	X	X		X				P, M
Sr. Permit Engineer - Apogee Coal Company	P					X					X	X	X	X	X		X				P, M

\*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.

## **Decota Consulting Company, Inc. - Company Overview**

Decota Consulting Company, Inc. is a full service consulting firm focused primarily on mining, civil, and environmental engineering, surveying and geospatial services, 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, surveying and layout, 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 civil, mining, and geotechnical engineering, hydrology, geochemistry, biology, surveying, mapping, geographic information systems, and their applications to provide real world solutions. 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 offers a wide range of engineering services to assist our clients in all areas of mine permitting, land development, site improvements, and stormwater solutions. Our staff can assist with all aspects of stormwater compliance including system design, permitting, and compliance. Decota has experience preparing stormwater protection plans, erosion and sediment control plans, groundwater protection plans, spill prevention control and countermeasure plans (SPCC). Our staff provides assistance with drainage inspections and certifications, site improvements, environmental permitting, hydrological analysis, and complete hydraulic analysis and design including stormwater retention/detention ponds.

Our staff is skilled in 3D modeling and earthwork design, fill design and construction, and construction monitoring. Decota also provides a full range of surveying and geospatial services including topographical surveys, control surveying, mapping, as-built and volumetric surveys. Our staff can provide construction layout and staking services, as well as perform boundary surveys. In addition, Decota can assist with floodplain analysis and FEMA compliance by completing elevation certificates, performing hydrological analysis, determining Base Flood Elevations (BFE) and floodplain permitting.

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.

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. In addition, Decota performs a wide variety of assessments associated with habitat and biological monitoring. 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. We also have the capability to perform other biologic assessments, such as herpetological surveys. Additionally, our team conducts water sampling to obtain chemistry parameters in the watershed and determine local water quality.

To further measure watershed characteristics, our staff routinely conducts stream and wetland delineations, under the guidance of a certified wetland delineator. Decota is also capable of performing endangered species surveys, archaeological and historical structure studies, soil sampling, forest management planning, and subsurface geological investigations including core drilling analysis to develop our watershed enhancement and stream restoration design. 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. 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, Decota prepares and submits National Pollution Discharge Elimination System (NPDES) individual permits, Stormwater permits, Erosion and Sediment Control Plans, Surface Water Runoff (SWROA) permits, 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.

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.

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.

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 continually been involved in large scale mining design and permitting projects since 1996 throughout the Appalachian region. Our staff has experience in mine planning and mapping, mine operations, surveying and stakeout, design of valley fills and ponds, and design of water quality treatment systems and drainage 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**

- **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.
- **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.

### **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 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.

<b>Staff Member</b>	<b>Position</b>
Linda Torre	President/Senior Engineer, PE
Anthony Gatens	Senior Engineer, PE
Erik Baldwin	Engineer, PE
Brad Cochran	GIS/Database Manager
David Raines	Vice President/Project Manager
Lacey Parsons	Division Manager/Project Manager
Neal Carte	Project Manager
Todd Hawley	Permit Engineer I
Jeff Hill	Permit Technician II
Jared Bailey	Permit Technician II
James Stanton	Environmental Specialist/Biologist
Shawn Huffman	Environmental Specialist/Biologist
T.C. Torre	Environmental/Field Technician
Brittany Terrell	Environmental/Field Technician
Brian Berry	Field Supervisor
Jesse Wolfe	Water Quality Specialist
Eugene Long	<b>Water Specialist</b>
Patty Stiltner	Water Specialist
Andy Carney	Information Systems Specialist
Zach Robinette	Environmental Technician

## **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:**

- Nineteen 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.
- Ten years experience in higher education, including eight 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

References

Mr. Greg Ross  
General Manager  
Coyote Coal Company LLC  
P.O. Box 1060  
Danville, WV 25053  
(304) 380-0020

Timothy Harrison  
CH2M Hill  
10123 Alliance Road  
Suite 300  
Cincinnati, OH 45242  
(513)-755-7144

Mr. Andrew Jordon  
President  
Tyler Morgan, LLC & Pritchard Mining Company, Inc.  
1 Carbon Center Drive  
Suite 200  
Chesapeake, WV 25315

Ms. Kristy Rodrigue  
Environmental Banc & Exchange (EBX)  
137<sup>1/2</sup> Main Street, Suite 210  
Oak Hill, WV 25901  
(304) 465- 4300

Mr. Kenny Daniel  
Hobet Mining, LLC  
P.O. Box 305  
Route 119 Shaffer Road  
Madison, WV 25130  
(304) 757-0696

Mr. Jeff Allen  
Pardee Ventures, LLC.  
500 Corporate Center Drive, Suite 510  
Scott Depot, WV 25560

Mr. Jeff Hutchinson  
Kanawha County Parks and Recreation Commission  
2000 Coonskin Drive  
Charleston, West Virginia 25311  
(304) 341-8000

Mr. Lee McCoy  
Triad Engineering, Inc.  
4980 Teays Valley Road  
Scott Depot, WV 25560  
(304) 755-0721

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

- 1. Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Decota Consulting Company, Inc.

Signed: [Signature]

Date: 11-02-2015

Title: President

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 exceeds 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: *Genie W. Bower* Date: 11-02-2015

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of November, 2015

My Commission expires Oct. 24, 2017, 2015.

NOTARY PUBLIC

*J. W. Hill*

*Purchasing Affidavit (Revised 07/01/2012)*

