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Header  2[List View](#)**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)**Procurement Folder:** 855148**Procurement Type:** Central Purchase Order**Vendor ID:**  **Legal Name:** POTESTA & ASSOCIATES INC**Alias/DBA:****Total Bid:** \$0.00**Response Date:**  **Response Time:** **Responded By User ID:**  **First Name:** **Last Name:** **Email:** **Phone:** **SO Doc Code:** CEOI**SO Dept:** 0313**SO Doc ID:** DEP210000005**Published Date:** 4/22/21**Close Date:** 5/11/21**Close Time:** 13:30**Status:** Closed**Solicitation Description:**  **Total of Header Attachments:** 2**Total of All Attachments:** 2



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 855148  
**Solicitation Description:** EOI -Pell Road Doser Upgrade  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2021-05-11 13:30	SR 0313 ESR05102100000007539	1

**VENDOR**  
 000000173443  
 POTESA & ASSOCIATES INC

**Solicitation Number:** CEOI 0313 DEP2100000005  
**Total Bid:** 0  
**Response Date:** 2021-05-10  
**Response Time:** 13:25:14  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Hager III  
 (304) 558-2306  
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**Vendor Signature X** **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EOI Engineering Design Services				

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:** EOI

**Extended Description:**

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





## TRANSMITTAL MEMO

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**To:** Mr. Guy Nisbet  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, West Virginia 25305-0130

**Date:** May 11, 2021  
**Project No.:** 0102-21-0120

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Quantity	Description
1	Expression of Interest for WVDEP-AML, Pell Road Doser Upgrade (Solicitation Number CEOI 0313 DEP2100000005)
<b>Remarks:</b>	

**By:** Dana L. Burns/tak  
**c:** \_\_\_\_\_



Prepared for the

**WVDEP-DLR-AML**  
**Pell Road Doser Upgrade**  
**CEOI 0313 DEP2100000005**



*Providing innovative, timely, cost-effective environmental solutions*



**Offices in:**

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# TABLE OF CONTENTS

<b>1.0</b>	<b>QUALIFICATIONS</b> .....	<b>1</b>
1.1	Corporate History and Experience .....	1
1.2	Primary Staff Experience, Qualifications, & Performance Data .....	6
1.3	Other Staff Experience, Qualifications, & Performance Data.....	12
1.4	Management Plan and Location of Facilities .....	20
<b>2.0</b>	<b>CLOSING</b> .....	<b>24</b>

## APPENDICES

AML Consultant Confidential Qualification Questionnaire .....	APPENDIX A
AML and Related Project Experience Matrix .....	APPENDIX B
EOI Certification and Signature Page, Designated Contact with Certification and Signature Page, Addendum Acknowledgement Form, AML Contractor Information Form, Disclosure of Interested Parties to Contracts, and Purchasing Affidavit Form .....	APPENDIX C

# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



### 1.1 CORPORATE HISTORY AND EXPERIENCE

Potesta & Associates, Inc. (POTESTA) proposes to provide professional architectural/engineering services to the West Virginia Department of Environmental Protection, Division of Land Restoration, Office of Abandoned Mine Lands and Reclamation (WVDEP-DLR-AML). These services will consist of providing necessary civil, geological, and hydrological engineering, and other related professional services to design and specify for construction as well as provide construction administration for the Pell Road Doser Upgrade. POTESTA understands the project will consist of the following design services:



- Access or accesses as required.
- Geotechnical analysis.
- Hydrologic and hydraulic analyses.
- Clear and grub affected areas.
- Regrade as necessary.
- Concrete foundation pad for a lime dosing system for an AMD affected stream.
- Develop site-specific lime dosing system based on a pre-designed system.
- Develop plans and specifications for removal of existing lime dosing system.
- Condition and revegetate all disturbed areas.
- Obtain required permits as determined at the pre-design meeting.

POTESTA is an engineering and environmental consulting firm providing professional services to deliver innovative, cost-effective solutions to complex problems. Our firm is multi-disciplinary and has a diversified practice covering engineering (civil, chemical, environmental, geotechnical, mechanical, and mining), permitting, site characterization and remediation, and general environmental consulting. Civil/site, geotechnical and mining engineering are areas of extensive expertise at POTESTA. We have worked on numerous engineering projects (ranging from site grading and drainage plans for university dorms and commercial/residential developments, to power plant foundations to mine layouts/reclamation of abandoned mine lands) throughout the region. Our 14 registered professional engineers have over 300 years of experience among them and are supported by a large group of engineers, scientists, designers, surveyors, and technicians. Regulatory liaison and environmental compliance are areas of exceptional strength for POTESTA as the President of the company is a former director of the West Virginia Department of Natural Resources.

# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



Our clients include state, local, and federal government agencies, mining companies, manufacturers, utility companies, waste management companies, chemical companies, architects, attorneys, financial institutions, insurance companies, land developers, and construction companies.

POTESTA offers the following professional services.

- **404 Permit Preparation & Negotiation**
- **Acid Mine Drainage Control**
- Asbestos Inspection
- Benthic and Biological Studies
- CADD Services (*AutoCAD 2019, Various Software Design Packages, Digitizing & Plotting*)
- Chemical Engineering
- **Civil Engineering**
- Clean Air Act Compliance
- **Construction Monitoring**
- Corporate Environmental Management
- Design of Slurry Impoundments & Refuse Disposal Sites
- **Dewatering Plans**
- Environmental Engineering
- Environmental Impact Studies
- Environmental Site Assessments
- Environmental Audits
- Environmental Engineering
- **Erosion & Sedimentation Control Plans**
- Expert Witness & Litigation Support
- Feasibility Studies
- **Foundation Design**
- **Geological Services**
- **Geotechnical Engineering**
- Ground & Surface Water Sampling
- Groundwater Investigation & Remediation
- Groundwater Protection Plans
- Hazardous Waste Management
- **Hydrologic & Hydraulic Evaluations**
- In-Situ / Ex-Situ Biostimulation & Bioaugmentation
- Landfill Design / Land Use & Natural Resource Planning
- Landfill Closure Plans
- Land Use & Natural Resource Planning
- **Mining Engineering**
- Multimedia Sampling (*Air, Fly Ash, Rock, Soil, Water*)
- Pollution Prevention & Waste Minimization Planning
- **Permitting (*Air, FERC, Fly Ash Haulback, Mining, NPDES, Quarry / Solid & Hazardous Waste*)**
- Post Reclamation Land Uses
- Pre-Blast & Pre-Subsidence Surveys
- **Preparation of Construction Documents (*Calculations Brief, Construction Drawings, Contractor's Bid Sheet, Engineer's Cost Estimate, QA/QC Manual & Technical Specifications*)**
- **Reclamation Design & Planning**
- Reclamation Liability Assessments
- Regulatory Liaison Services
- Risk-Based Environmental Assessment
- SARA Title III, TIER II / Form R Inventory & Reporting
- Sewer Line Design
- Site Characterization & Remediation Planning
- **Site Design & Planning**
- Soil Science & Agronomy
- Spill Prevention Control & Countermeasure Plans
- Stabilization & Closure of Waste Impoundments
- **Stormwater Management & Permitting**
- Stream Benthic Macro-Invertebrate Surveys & Toxicity Evaluations
- **Stream & Water Restoration**
- Subsidence Studies
- **Subsurface Explorations**
- **Surface & Groundwater Monitoring, Statistical Analysis & Reporting**
- **Surveying (*Traditional & Global Positioning System*)**
- UST Closure & Site Remediation
- UST Installation Monitoring
- Waste Facility Permitting & Design
- Waste Disposal Design
- Water Line Design
- Water & Wastewater Treatment Design
- **Wetland Investigation / Delineation Mitigation Design & Monitoring**



# EXPRESSION OF INTEREST



## 1.0 QUALIFICATIONS

POTESTA has the following staff in our Morgantown, West Virginia office:

- 5 Engineers, Including 3 Professional Engineers
- 1 Scientists (Biologists, Ecologists, Environmental Scientists, Etc.)
- 1 CADD Operators/Designer
- 1 Support and Other Staff

POTESTA has the following staff in our Charleston, West Virginia office:

- 14 Engineers, Including 10 Professional Engineers
- 16 Scientists (Biologists, Ecologists, Environmental Scientists, Etc.)
- 3 Geologists/Hydrogeologists/Geological Scientist
- 1 Hydrologist
- 7 Surveyors
- 6 CADD Operators/Designers
- 10 Technicians/Construction Monitors
- 9 Support and Other Staff

POTESTA, since starting in 1997, has grown to approximately 74 employees in three offices. Included are 13 registered professional engineers (R.P.E.s), 3 registered professional licensed land surveyors (P.L.S.s), and one Ph.D. whose specialties include aquatic biology and water quality. POTESTA has assembled a team that has historically served WVDEP, AML on numerous AML projects. In fact, our staff has worked on over 160 AML projects for WVDEP (and more in other states) on four different WVDEP, AML contracts dating back into the mid-1980s. We have an ongoing workload with WVDEP, AML.

POTESTA will perform the work for this project from our Morgantown, West Virginia office. Our Morgantown office is in close proximity to WVDEP's Bridgeport office and will facilitate immediate response to your needs and allow meetings to be attended within minutes notice. In addition, we can draw upon support from our Charleston office which also has extensive experience with AML projects. POTESTA emphasizes that we will make a priority commitment to this project.

POTESTA has completed projects involving geotechnical, civil, structural, geological, hydrological and reclamation engineering; land use and natural resource planning; soil science/agronomy; hydrology/geology; stream and water restoration; and post reclamation land uses. We also have open ended statewide contracts with various state agencies. In addition, we have the preeminent staff in West Virginia for addressing issues regarding geotechnical design and remediation. As a result, POTESTA will provide the required expertise to complete this AML project in a timely, economical, and efficient manner.

# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



POTESTA has assembled a successful team of employees that have historically worked on WVDEP, AML projects. In fact, our staff has 125+ years' experience working on WVDEP, AML projects and AML projects in other states. Our staff's direct knowledge of the AML program guidelines and personnel, our familiarity with the applicable state regulations, and our commitment to success will benefit WVDEP, AML.



POTESTA has 20+ employees with experience on WVDEP, AML projects. POTESTA employees have worked on and have experience in the following WVDEP, AML projects:

- Passive AMD Treatment
- Identifying/Controlling AMD
- Demolition of Structures
- Diversion of Stormwater
- Mine Fires
- Landslides
- Assessment of Contamination (e.g., PCBs, asbestos)
- Reclamation of Refuse Piles
- Sealing Mine Portals
- Stream Relocations
- Subsidence Assessment/Remediation
- USCOE Permitting
- Water Line Design
- Water Supply Feasibility Studies/Design
- Inventory of Residential Water Supplies
- Wetland Assessments

POTESTA has completed several AML projects and projects similar to WVDEP, AML type projects. These include evaluating mine drainage from pre-SMCRA sites, watershed assessments including evaluation of impact from AMD including AMD from pre-SMCRA sites, detention pond designs, wetland/stream studies, water line design and construction administration and observation, design and permitting of landslides, refuse piles and slurry impoundments, reclamation designs for WVDEP, sanitary and storm sewer design, LCAP, stream monitoring, development of grading plans, mine reclamation liability assessments, natural stream design, mine site design and permitting, and design of numerous storm water structures.

**Appendix C** contains the executed Request for Solicitation, Certification and Signature Page, Addendum Acknowledgement Form, Disclosure of Interested Parties to Contracts, and Purchasing Affidavit Form.

The following describes POTESTA's qualifications for the surveying, aerial mapping, subsurface exploration, and laboratory services necessary for this project.

# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



POTESTA proposes to utilize our own survey crews on this project. POTESTA will perform the surveying required for this contract using in-house personnel. POTESTA has three licensed professional surveyors with over 50 years of combined surveying experience. Our surveyors are experienced in all aspects of surveying such as topographic mapping, boundary and property surveys, and construction surveys for layout of work, record drawings, and quantity measurements. We have three survey crews and the capability to add a fourth crew if necessary.

POTESTA's surveyors use state-of-the-art Field to Finish@ equipment such as total station instruments, Trimble R-8 Glonass, RTK GPS Systems, AutoCAD 2019, Autodesk Land Desktop and Autodesk Civil 3D design software, computer hardware for data management, and a Hewlett Packard Designjet 7100 color ink jet plotter.

POTESTA is equipped with modern surveying instruments allowing efficient data processing and accurate gathering of field information. Total station instruments equipped with data collectors are utilized for complete field-to-office automation allowing for high levels of productivity in the field. The latest versions of software are then used to process survey data and create drawings or required end products.

POTESTA utilizes state of the art computers and hardware, networked through Windows NT, for interfacing of drafting and surveying departments. Thus, drawing and surveying data files can be shared efficiently.

Surveys and mapping are completed to the standards as outlined by the National Map Standards as well as other applicable quality standards.

Additional information on POTESTA's corporate history and experience is included in the AML Consultant Confidential Qualification Questionnaire included in **Appendix C**.

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### **"Project Managed by Tim Rice"**

**Appalachian Regional Award Winner:** *Blackwater River Limestone Drum Station, West Virginia - The WVDEP project eliminated one of the major sources of acid mine drainage in the state and reestablished the Blackwater River as one of West Virginia's premier trout fishing areas. The project also improved water quality in other downstream rivers, including the Cheat and the Ohio.*



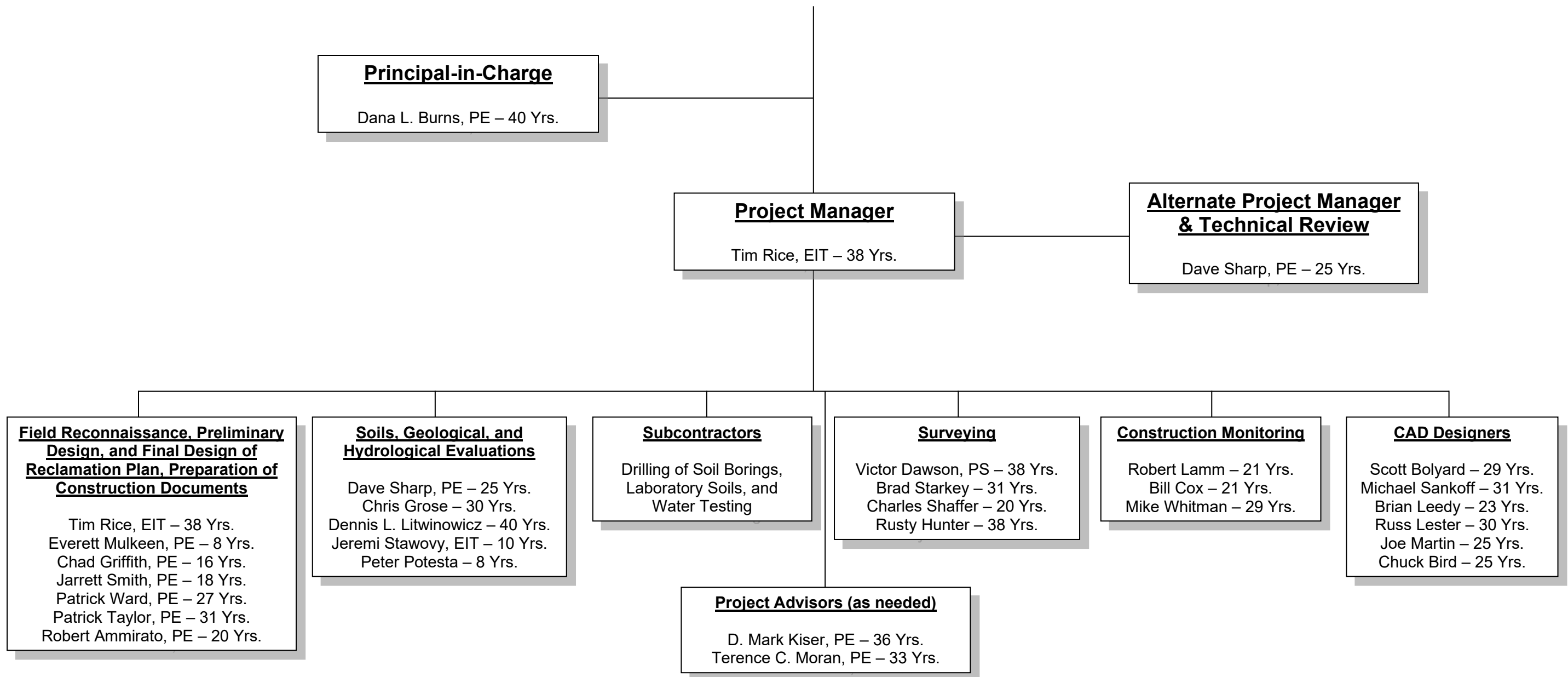


**1.0 QUALIFICATIONS**

1.2 Primary Staff Experience, Qualifications, & Performance Data



**Office of Abandoned Mine Lands and Reclamation**



# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



**Mr. Dana L. Burns, P.E., Vice President** at POTESTA, will serve as principal-in-charge for this project. Mr. Burns has served as project manager or principal-in-charge on three open end contracts for WVDEP, AML from 1986 through 1997 totaling over 65 projects. In addition, Mr. Burns has served as the principal-in-charge for numerous other WVDEP, AML projects since 2003. Mr. Burns' experience includes over 40 years of civil and environmental engineering and related projects including water line extensions, sealing portals, regrading refuse, site assessments, mine fires, preliminary feasibility evaluations, detailed design, and preparation of construction drawings, specifications, and bid documents. Mr. Burns will ensure that the AML workload is properly supported.



**Mr. Tim Rice** will serve as the **project manager** and the primary contact for this project. Mr. Rice has over 38 years of full-time experience and has worked on nearly 80 different AML projects for West Virginia, Maryland, Ohio, and Pennsylvania. His AML experience includes abandoned surface and deep mine reclamation; mine portal and shaft closures; hydraulic and hydrologic design/evaluation; remining explorations; mine refuse and deep mine fire abatement and extinguishing plans; subsidence explorations and mitigation plans; hazardous waste abatement plans; water feasibility studies and water system design; construction observation and management plans; natural stream restoration projects; geotechnical explorations; slope stability analyses; preparation of construction drawings, specifications and engineers estimates; and directing both pre-bid and pre-construction meetings. Mr. Rice is familiar with management of subcontractors, as well as managing staff and equipment needs for the design team.

### [REFERENCE]

**Office of Surface Mining  
Reclamation and  
Enforcement,  
Charleston Field Office**

Mr. Mike Richardson  
Physical Scientist  
1027 Virginia Street, East  
Charleston, WV 25301  
(304) 613-1757  
mrichardson@osmre.gov

### [REFERENCE]

**Upshur County  
Development Authority**

Mr. Robert Hinton  
Executive Director  
21 East Main Street, Suite 101  
Buckhannon, WV 26201  
(304) 472-1757  
rob@upshurda.com

# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



**Mr. David B. Sharp, P.E.**, will serve as the **alternate project manager and technical reviewer**. Mr. Sharp is the Branch Manager of POTEITA's Morgantown office. Mr. Sharp is a registered professional engineer in Maryland, West Virginia, Pennsylvania, Ohio, and Kentucky. Mr. Sharp has over

25 years of experience with engineering and environmental consulting projects throughout the region. Mr. Sharp obtained his bachelor's and master's degrees from West Virginia University and has spent a large part of his career involved with geotechnical engineering and construction observation/management projects.

Mr. Sharp has worked on and managed numerous projects involving landslide investigation and repair projects, mine permitting, mine reclamation, acid mine drainage, hydrology, and many other components that would typically be encountered on an abandoned mine reclamation project. Many of these projects have included preliminary planning and assessments, as well as geotechnical engineering, assessments of potential treatment technologies, and preparation of bidding and construction documents.

**Mr. Christopher Grose, L.R.S., Senior Engineering Associate**, has over 30 years of experience and will serve as **geotechnical engineer** for this project. His areas of expertise include geological/geotechnical explorations, surface/subsurface hydrology, hydrogeology, and landslide causation analysis/stability modeling/failed slope restoration. Mr. Grose's experience includes the design and evaluation of geotechnical explorations related to bridges, culverts, earth retention structures, slope stability and engineered fill construction. Mr. Grose currently oversees aspects of geotechnical work at POTEITA in their Charleston, West Virginia office and has worked on WVDEP, AML projects since 1990. Mr. Grose will evaluate slope stability issues with respect to regraded coal refuse, landslide abatement, or other steep slope applications.

### [REFERENCE]

**West Virginia  
Conservation Agency**

Mr. Levi Cyphers  
Morgantown Field Office  
201 Scott Avenue  
Morgantown, WV 26508  
(304) 285-3118  
lcyphers@wvca.us



**Geotechnical  
engineering  
services are a  
vital part  
of any  
construction  
project!**

# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



**Messrs. Jeremi Stawovy, E.I.T., and Peter S. Potesta, Staff Engineer's**, have over 18 years of combined experience in geotechnical engineering with an emphasis in landslide design, repair, and causation investigation. Other areas of expertise include civil and site development projects with an emphasis in geotechnical engineering and construction. responsibilities have included geotechnical evaluations including management of subsurface explorations, settlement analysis, slope stability modeling, foundation analysis, well pad and horizontal directional drill construction, roadway improvements/repairs, and commercial/residential construction.

**Messrs. Mark Kiser, P.E., and Terence Moran, P.E.**, will serve as **project advisors** if needed. Mr. Kiser has served as a project manager/project engineer for over 40 AML projects in West Virginia. Mr. Kiser has over 36 years of experience in civil and environmental engineering projects including evaluation, design, preparation of plans and specifications, and construction administration. He has worked on over 65 AML projects as well as extensive experience with the coal industry. Mr. Kiser performs constructability reviews on our projects during and after design. Mr. Kiser is currently POTESTA's project manager for POTESTA's WVDEP, LCAP contract.

Mr. Moran has served as project manager/project engineer or assisted with over 60 AML projects in West Virginia and Virginia. Mr. Moran has 33 years of experience in civil and environmental engineering projects, including evaluation, design, preparation of plans and specifications, and construction administration. Mr. Moran has co-authored multiple papers, including one on the abatement of AMD at the Omega Mine site and another on evaluating AMD of AML sites during pre-acquisition site assessments. Messrs. Kiser and Moran have worked on AML projects that addressed such technical issues as AMD, sealing portals, regrading refuse, diverting stormwater, landslides, subsidence and water supply. Messrs. Kiser and Moran are both familiar with requirements of AML projects and will ensure that WVDEP is satisfied with POTESTA's work by ensuring that proper QA/QC and timeliness are adhered to.

Abbreviated personal history statements of primary staff and more detailed descriptions of staff experience are presented in the AML Consultant Confidential Qualification Questionnaire in **Appendix A**, and the AML and Related Project Experience Matrix in **Appendix B**.

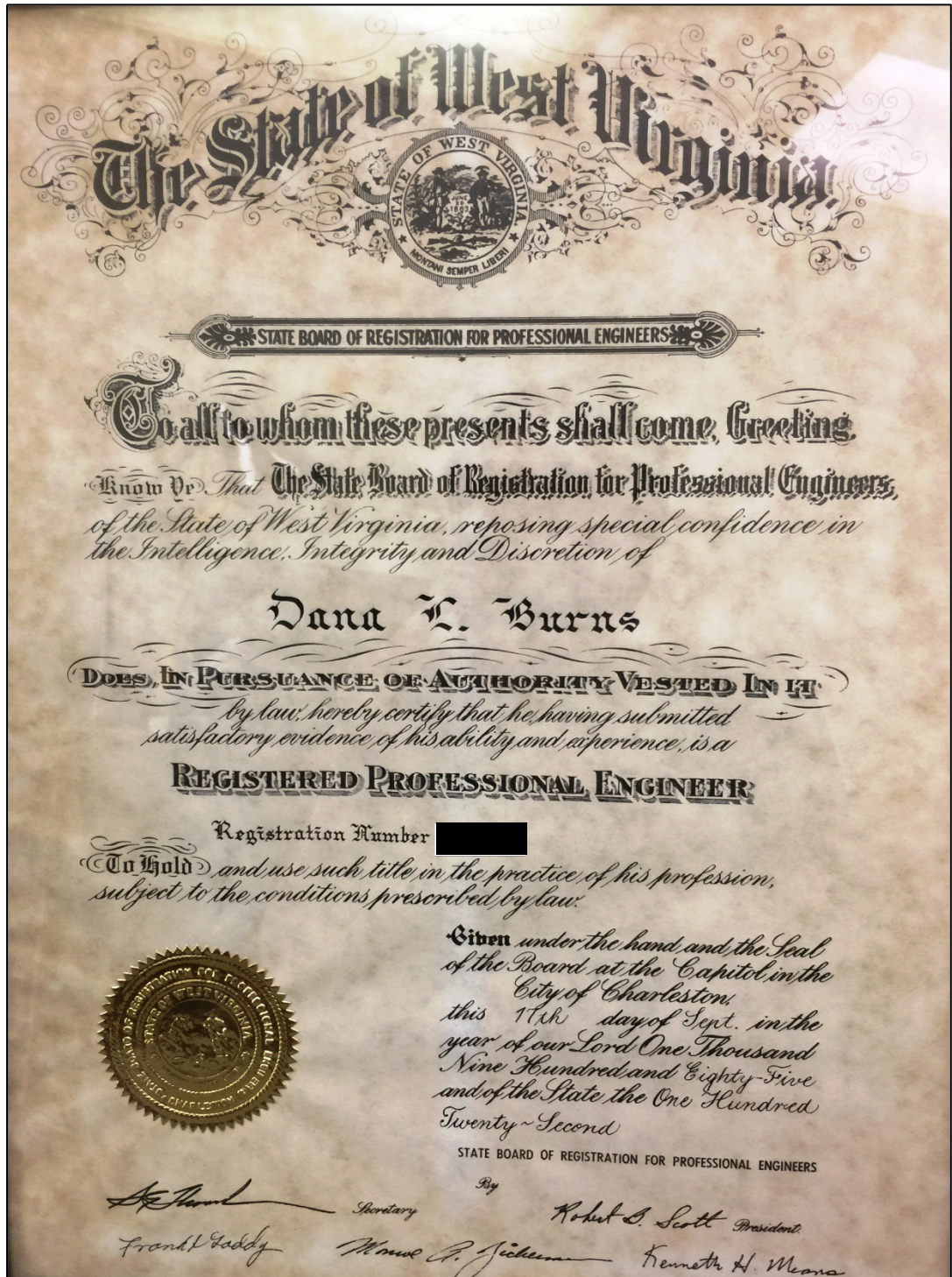


# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS

Primary Staff Professional Certifications

Principal-in-Charge





# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



Primary Staff Professional Certifications

**Alternate Project Manager & Technical Review**



# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



### 1.3 Other Staff Experience, Qualifications, & Performance Data

POTESTA has a staff of 74 technical and support personnel. Combined with our team of highly experienced subcontractors, POTESTA is exceptionally well suited to a project like the Pell Road Doser Upgrade where the services required include: (1) Develop construction plans and technical specifications to construct a foundation pad and a complete lime dosing system with all pertinent utilities and pH monitoring for an AMD affected stream; (2) design plans and develop specifications to control any associated water with the site; (3) design plans and develop specifications for limits of disturbance, storm water control and erosion and sediment prevention. All disturbed areas are to be regraded and revegetated; (4) design a demolition plan for the existing lime dosing system; (5) obtain all required permits as determined at the pre-design meeting for the Pell Road Doser Upgrade Project. POTESTA can conduct all design engineering work required for this project with present personnel. Subcontractors will only be used for drilling and laboratory services for soil and water.

POTESTA's project managers will be supported by a team of engineers, scientists, surveyors, hydrologists, geologist/hydrogeologists, biologists, CADD operators, and other support personnel from POTESTA's staff. Included are geotechnical scientists and geotechnical engineers such as Mr. Chris Grose and Mr. David Sharp, P.E., who have both worked on numerous AML projects; project engineers such as Jeremi Stawovy, E.I.T., Peter Potesta, Robert Ammirato, P.E., and Jarrett Smith, P.E.; Mr. Victor Dawson, PLS, who has worked on developing mapping or performing construction layout on projects dating back into the late 1980s; and POTESTA's team of CADD Operators whom have also worked on numerous AML projects.

Abbreviated personal history statements of key personnel are presented in the AML Consultant Confidential Qualification Questionnaire presented in **Appendix A**. Additional information is included in Section 1.4 "Management Plan and Location of Facilities."

Our corporate and staff's experience involves civil (including water supply systems), structural, geological, hydrological, environmental, mining, geotechnical, and reclamation engineering; land use and natural resource planning; soil science/agronomy; hydrology/geology; surface/underground coal mining; environmental and ecological principles in land reclamation, stream and water restoration, and post reclamation land uses; and contract administration. Our capabilities, qualifications and expertise in design of AML projects are further exemplified in the following project briefs.



# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



### WVDEP AML – Lake Lynn Complex – Monongalia County, West Virginia

POTESTA was retained by the WVDEP AML to evaluate the Lake Lynn Complex Project. This project consisted of three separate sites including 15 mine portals, three highwalls (totaling approximately 1,400 lineal feet), and the demolition/removal of miscellaneous areas of mining debris, garbage, and abandoned mine structures. Our services included:



- Drilling of the refuse piles, mine portals and potential soil borrow areas.
- Field survey to develop site mapping.
- Regrading of the refuse piles to stabilize the three highwalls that included 50,000 cubic yards of earthwork.
- Design of drainage control structures including limestone lined channels to reduce acid mine drainage.
- Design of nine wet mine seals and six dry mine seals, with seven of the wet seals and two of the dry seals including bat gate outlets.

POTESTA performed a subsurface exploration, prepared construction level drawings, technical specifications, bid documents, engineer's opinion of probable cost, and a calculations brief for the project. POTESTA also prepared permit applications for WVDEP stormwater and West Virginia Division of Highways project entrances. POTESTA also plans to attend pre-bid and pre-construction conferences with WVDEP.



*Site 2: Proposed Bat Gate Wet Mine Seal Location/Highwall Area*



# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



### Friends of the Cheat – Dream Mountain AMD Treatment – Preston County, West Virginia

POTESTA was retained by the Friends of the Cheat (FOC), a watershed group formed to “restore, preserve, and promote the outstanding natural qualities of the Cheat River watershed,” to provide consulting services for an acid mine drainage treatment project located within the Dream Mountain Game Ranch in Preston County, West Virginia. In addition to the FOC, the project was also done in coordination with West Virginia University’s National Mine Land Reclamation Center.



POTESTA performed aerial mapping, surveying, geotechnical services, civil/site design, and preparation of construction bidding documents and technical specifications, as well as review of bid results and limited construction monitoring services. The project involved:

- The design and layout of nearly 1 mile of open limestone channel to convey AMD.
- Design of approximately 2,000 linear feet of conveyance piping and associated drainage basins to convey existing mine seeps.
- Design of a steel slag leach bed for treatment of the conveyed AMD.
- Design of a mixing basin and aerobic wetlands encompassing approximately 2.1 acres of “polishing” and further removal of metals prior to discharge into Muddy Creek.



Water from an existing pond on the game ranch was conveyed into the steel slag leach bed, along with the water captured from the existing seep, to raise the alkalinity of the water, where it was then added to the onsite AMD in the mixing basin to allow for metals, such as iron and manganese, to drop out in either the mixing basin or aerobic wetlands.

# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



### Friends of the Cheat – Gary Connor AMD Treatment – Preston County, West Virginia

POTESTA was retained by the FOC, a watershed group formed to “restore, preserve, and promote the outstanding natural qualities of the Cheat River watershed,” to provide consulting services for an acid mine drainage treatment project located at the Gary Connor site in Preston County, West Virginia. In addition to the FOC, the project was completed in coordination with West Virginia University’s National Mine Land Reclamation Center (WVU-NMLRC).



POTESTA performed aerial mapping, surveying, civil/site design, preparation of Construction Bidding Documents and Technical Specifications. The project involved:

- The design and layout of nearly 1 mile of open limestone channel to convey acid mine drainage (AMD) from various seeps located on-site, as well as treated water to the unnamed tributary of Glade Run.
- Design of a limestone leach bed for treatment of the conveyed AMD.
- Design of aerobic wetlands for “polishing” and further removal of metals prior to discharge into the unnamed tributary of Glade Run.
- Several design iterations and revisions performed to adjust the project to meet the needs/concerns of property owners. Design information also provided to WVU NMLRC to assist in WVDEP Construction Stormwater and United States Army Corp of Engineers permit applications.



In addition to treating the AMD for the project area, the design of treatment facilities was done to reduce impacts to the property owner’s usable space, and minor improvements to the property owner’s fields.

# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



### WVDEP AML – Fairmont East Mine Drainage – Fairmont, West Virginia

POTESTA was retained by the WVDEP AML to provide engineering services regarding the conveyance of mine seepage around residential areas and into the City of Fairmont’s storm sewer system. The project area is located along Palatine Avenue and Mason Street. Abandoned underground mine works caused flooding problems along these streets. POTESTA performed the following tasks to complete this project:



- Mine map reviews.
- Survey to develop mapping.
- Subsurface exploration.
- Design of mine drainage collection system and storm sewer system to convey runoff to the City of Fairmont’s storm sewer system.
- Design of collection system consisting of 15-inch corrugated plastic pipe to City of Fairmont’s standards, including pavement overlay to impacted streets.



### WVDEP AML – Lando (Edwards) Drainage – Lando, West Virginia

POTESTA was retained by the WVDEP AML for a project that included the regrading of mine spoil that had been formerly disposed of in this area, as well as installation of mine portal seals and drainage improvements. The project consisted of three sites:

- A refuse pile graded to flattened slopes and topped with a soil cover.
- Channeling and diverting into nearby streams some drainage affecting nearby residences.
- Rehabilitating two existing mine seals and installing one new mine seal.



POTESTA’s work on the project included surveying and development of mapping, as well as development of the repair, drainage, and reclamation plans.

POTESTA prepared drawings, technical specifications, contractor’s bid form, engineer’s construction cost estimate, and calculations brief for the project. POTESTA also attended the pre bid and pre-construction conferences to assist WVDEP with the project.



# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



### Clearfield Creek Watershed Association – Brubaker Run Acid Mine Drainage – Cambria County, Pennsylvania

POTESTA was retained by Clearfield Creek Watershed Association (CCWA) to investigate the feasibility of restoring Brubaker Run, which was severely impacted by AMD, located in Cambria County, Pennsylvania, near the town of Dean. Most of the AMD is from a single point source where the discharge emanates from an abandon clay mine called the Harbison-Walker Dean Clay Mine (Dean Mine). The AMD discharge from the Dean Mine is located approximately 1.4 miles from the confluence of Brubaker Run with Clearfield Creek. Brubaker Run at the confluence with Clearfield Creek has current acidity levels of greater than 300 mg/L (as CaCO<sub>3</sub> at a pH of 3.2) resulting in approximately 12 miles of Clearfield Creek being severely impacted. The mine pool coverage is estimated to be 25 acres.



POTESTA's field services included the construction of a weir to provide flow measurements of the primary AMD point, water quality testing, and a tracer study regarding surface flow to the discharge emanating from BRU-1. The mine discharge had a flow rate around 250 gpm, pH of 3.3, and contained very high concentrations of total and dissolved metals.

The scope of the report was to provide five alternative concept designs to try and reduce AMD below scientifically acceptable aquatic threshold standards of TSS < 70 mg/l, aluminum < 0.75 mg/L, iron < 6.0 mg/L, manganese < 4.0 mg/L, and pH > 6.0. The five alternative concepts were explored from the following categories: one mine seal and in-situ mine treatment, one passive treatment, two hybrid active/passive treatments, and one full active treatment.

POTESTA's report outlined our field services, historical data, the various alternatives, sludge management, and an engineer's estimate of probably cost. The five designs discussed in this report are:

- Mine Seal and Alkaline Addition to Underground Mine Works
- Vertical Flow Ponds
- Self Flushing Limestone Treatment System
- Chemical Treatment and Flocculation Treatment with Aerobic Wetlands Polishing
- In-Stream Dosing

Conceptual level drawings were developed for alternatives showing approximated sizes, locations and proposed features. Sludge management was a very important part of understanding preliminary operation and maintenance cost associated with different alternatives.

# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



### WVDEP AML – Taylorville (Cantrell) Drainage – Mingo County, West Virginia

POTESTA was retained by the West Virginia Department of Environmental Protection's Office of Abandoned Mine Lands (WVDEP) to evaluate and develop a reclamation design for mine drainage impacting a community in Taylorville, Mingo County, West Virginia. POTESTA completed field reconnaissance and surveying to develop topographic mapping, and prepared construction bid documents for the reclamation design.



The Taylorville project included three different sites. The first site included mine drainage along the hillside behind a mobile home. The second site included mine drainage impacting a driveway and parking area. The third site included mine drainage above a house.

POTESTA designed underdrains to collect and convey drainage from the first two sites to the West Virginia Division of Highways (DOH) right-of-way. Approximately 1,100 feet of new corrugated plastic pipe with DOH Type G drop inlets were designed to convey mine drainage to Pigeon Creek, while also handling storm water from the DOH roadway. A standard wet mine seal was designed with riprap channels to handle the mine drainage at the third site.

POTESTA prepared drawings, technical specifications, contractor's bid forms, engineer's construction cost estimate, and calculations brief for the project. POTESTA also attended the pre bid and pre-construction conferences to assist WVDEP with the project.



# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



### Commonwealth of Virginia, Department of Mines, Minerals and Energy – Puckett/Ely Creek Acid Mine Drainage Remediation Project I– Puckett Creek and Ely Creek Watersheds near St. Charles, Virginia

POTESTA was selected by the Commonwealth of Virginia's Department of Mines, Minerals and Energy to develop an engineering report, construction plans and specifications, and a material schedule for Puckett/Ely Creek Acid Mine Drainage Remediation Project I. The project responsibilities are more specifically described as follows:



- Development of engineering reports and construction plans and specifications to remediate acid mine drainage (AMD) at three sites using AMD passive treatment systems.
- Final designs to meet Natural Resource Conservation Service (NRCS) practice standards and requirements from other agencies involved with this project, including Virginia Department of Transportation, U. S. Army Corps of Engineers, Virginia Department of Environmental Quality, Virginia Marine Resources Commission, Virginia Department of Game and Inland Fisheries, the U. S. Fish & Wildlife Service and the Daniel Boone Soil and Water Conservation District.
- Placement of spoil and sediments on previously disturbed areas identified by the Agency.
- Inclusion of stream habitat structures in plans and specifications where feasible.
- Provision of plans and specifications that include, but are not limited to, plan views, cross sections, maps, photographs, and drawings.





# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



### 1.4 Management Plan and Location of Facilities

#### Management Plan

POTESTA's proposed project **organization chart** including key staff and subcontractors was presented on **Page 6** of this EOI. Work will be performed at POTESTA's Morgantown, West Virginia office or on-site as may be required.

POTESTA's professional, technical, and support staff have extensive experience on WVDEP-AML including many AMD investigation and remediation projects as well as reclamation/drainage projects. We are well qualified to serve WVDEP on this project. We stand ready to commit the personnel and resources required to complete this project in a timely, technically sound, and cost-efficient manner. POTESTA's large staff size will allow us to work on this project on an accelerated schedule if necessary.



POTESTA's principal-in-charge will be responsible for contract management (administration) and shall coordinate and direct all aspects of the project. The principal-in-charge will review the proposed project, work with the project manager to assemble a project team and appoint key staff to develop a proposed scope of work. The principal-in-charge and project manager will visit the site with WVDEP, AML to review site conditions and the proposed services to be completed and guide the preparation of a detailed proposal and cost estimate. A written proposal including a detailed scope of work and an associated manhour and cost estimate will then be prepared and submitted to WVDEP, AML for review. The

project manager will review the proposal with the WVDEP, AML including a task-by-task discussion of work items and the related costs. Upon WVDEP, AML's approval of the proposal, the project manager will arrange for the start of project activities. The principal-in-charge will provide the project manager the required staff and resources necessary to complete the project activities, will review the project budget and schedule during performance of the project, and will provide a final QA/QC review of the documents prior to submittal to the WVDEP, AML. Mr. Dana Burns, P.E.

# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



will serve as the principal-in-charge on this project. Day-to-day project activities for this project will be performed under the direction of our project manager, Mr. Tim Rice. Mr. Dave Sharp, P.E., will serve as an alternate project manager for quality assurance/quality control. The project manager will develop a detailed step-by-step project work plan so that the project activities are completed in a correct manner, on-budget, and on-time. They will also review work products at intermediate points and prior to project completion. They will conduct project status reports which may include weekly meetings, memos, or telephone calls with the WVDEP, AML project manager as required. The project manager will supervise the day to day work in progress, will coordinate with POTESTA's subcontractors to provide necessary services, and review work products at intermediate points and prior to submittal to the WVDEP, AML.



POTESTA will utilize the appropriate classification of staff to conduct activities required for the project. Our large, experienced staff allows us to respond quickly, provides flexibility, and will provide for the opportunity of high-level input from in-house experts on complex multi-disciplinary projects. Our normal method of staffing projects is to assign a small project team with total responsibility for completion of the work to the client's satisfaction and budget. Where necessary, the team can draw on the expertise available within POTESTA's large staff. POTESTA offers a large staff with the efficiency and rates normally associated with a small firm.



WVDEP, AML has indicated that preliminary design documents will be due 60 calendar days from the issuance of the Purchase Order to the awarded vendor for the Pell Road Doser Upgrade Project. If selected, POTESTA stands ready to meet your timeframe.



## 1.0 QUALIFICATIONS



### **Project Budget Control**

The project manager will be responsible for monitoring the project budget and keeping the principal-in-charge informed of its status. POTEESTA's staff enters time into POTEESTA's InFocus computer system on a daily and/or weekly basis. POTEESTA's project managers can access InFocus at any time, thus allowing "real-time" control of project costs. In addition, field representatives routinely keep track of subcontractor costs on a daily basis. Thus, we can, in effect, keep track of the total project costs on a weekly basis. Our subcontractors commonly invoice at monthly intervals and there is seldom a discrepancy between our field representative's pay items and our subcontractor's invoice.

### **Schedule Control**

Direct responsibility for schedule control lies with the project manager. Initially, the project manager will review schedule requirements (understood to be 90 days for submittal of preliminary design documents) to see how they can be achieved given the anticipated scope of work. As the project progresses, the project manager will monitor progress and compare it with the established schedule on a weekly basis keeping the principal-in-charge aware of the schedule's status. In this manner, the principal-in-charge can make staff adjustments to allow the project manager to maintain the project schedule. If circumstances develop that make it impossible to maintain the project schedule, the project manager will contact the WVDEP project manager to develop a mutually acceptable adjustment to the schedule and/or work plan.

### **Location of Facilities**

POTEESTA will complete the work under this contract in our Morgantown, West Virginia office. Our subcontractors are located in the Morgantown area or other strategic locations and are quite familiar with the location of the Pell Road Doser Upgrade.

### **Quality Assurance/Quality Control**

Submittals to the WVDEP will be reviewed and commented on by the project manager and the principal-in-charge prior to submittal to the WVDEP. Both the project managers and the principal-in-charge have worked on numerous WVDEP, AML projects, and thus understand the level of detail and expectations for WVDEP, AML projects. POTEESTA utilizes standardized Quality Assurance/Quality Control (QA/QC) practices such as consistency checks, color coding of checked copies/calculations, and review of method of measurements versus quantity tallies to meet QA/QC expectations.

# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS

### Certificate of Liability Insurance

POTESTA carries a full line of insurance coverage including general liability, errors and omissions, and workers' compensation.

		POTE&AS-01		KSANCHEZ		
<b>CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MMDD/YYYY) 3/25/2021		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER <b>Ames &amp; Gough</b> 8300 Greensboro Drive Suite 980 McLean, VA 22102			CONTACT NAME: PHONE (A/C, No, Ext): <b>(703) 827-2277</b> FAX (A/C, No): <b>(703) 827-2279</b> E-MAIL ADDRESS: <b>admin@amesgough.com</b>			
INSURED			INSURER(S) AFFORDING COVERAGE			
<b>Pofesta &amp; Associates, Inc.</b> 7012 MacCorkle Avenue, SE Charleston, WV 25304			INSURER A : <b>Valley Forge Insurance Company A(XV)</b>		20508	
			INSURER B : <b>Continental Insurance Company A(XV)</b>		35289	
			INSURER C : <b>National Fire Insurance Company of Hartford A(XV)</b>		20478	
			INSURER D : <b>Evanston Insurance Company</b>		35378	
			INSURER E :			
INSURER F :						
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD_WVR	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6057035330	3/7/2021	3/7/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		6057035327	3/7/2021	3/7/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6057035358	3/7/2021	3/7/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	6057035344	3/7/2021	3/7/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Professional Liab.		MKLV7PL0004586	3/7/2021	3/7/2022	Per Claim/Aggregate \$ 5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Pollution Liability is included in the Professional Liability policy and shares the limits per the policy terms and conditions. RE: SARDIS (SAAS) LANDSLIDE PROJECT West Virginia Department of Environmental Protection is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract.						
CERTIFICATE HOLDER			CANCELLATION			
West Virginia Department of Environmental Protection Division of Land Restoration Office of Abandoned Mine Lands 101 Cambridge Place Bridgeport, WV 26330			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 			
ACORD 25 (2016/03)			© 1988-2015 ACORD CORPORATION. All rights reserved.			
The ACORD name and logo are registered marks of ACORD						



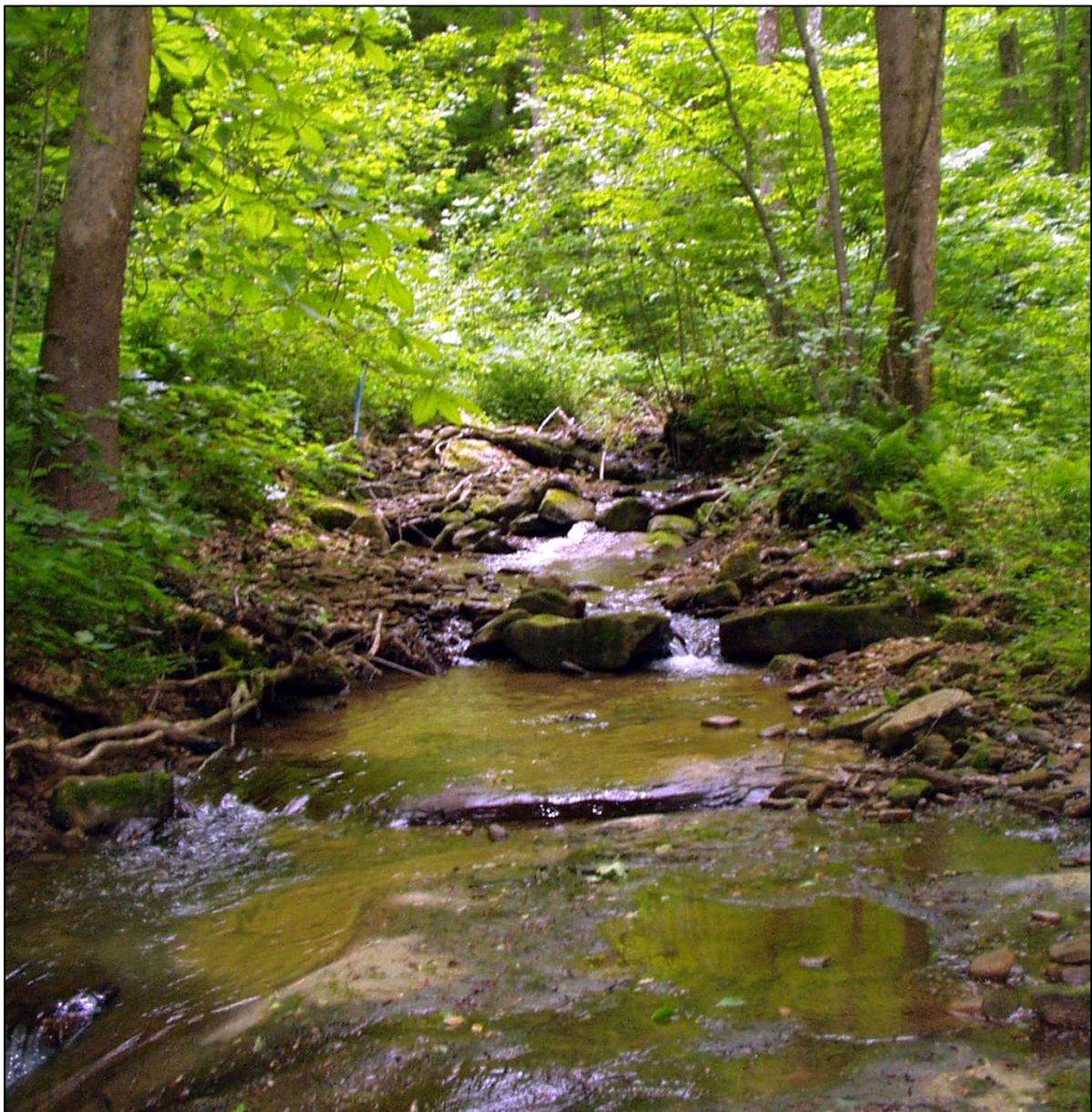
# EXPRESSION OF INTEREST

## 1.0 QUALIFICATIONS



## 2.0 CLOSING

We look forward to continuing to serve WVDEP, AML on the Pell Road Doser Upgrade Project and bring it to completion. Our staff has an abundance of experience with AMD and drainage improvement projects throughout the region and will make our experienced personnel immediately available for this project. Our commitment is to provide quality service, rapid response, project completion, and to exceed your expectations for services performed under this project. We believe the track record of our professionals demonstrates our abilities and we look forward to once again serving WVDEP AML and our great Mountain State.



# *APPENDIX A*

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

Attachment "A"

PROJECT NAME <b>Pell Road Doser Upgrade</b>		DATE (DAY, MONTH, YEAR) <b>11, May, 2021</b>	FEIN <b>311509066</b>
FIRM NAME <b>Potesta &amp; Associates, Inc.</b>		2. HOME OFFICE BUSINESS ADDRESS <b>7012 MacCorkle Avenue, SE Charleston, West Virginia 25304</b>	3. FORMER FIRM NAME <b>N/A</b>
4. HOME OFFICE TELEPHONE <b>(304) 342-1400</b>	5. ESTABLISHED (YEAR) <b>1997</b>	6. TYPE OWNERSHIP <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint-Venture	6a. WV REGISTERED DBE (Disadvantaged Business Enterprise) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE <b>125 Lakeview Drive, Morgantown, West Virginia 26508 / (304) 225-2245 / Dana L. Burns, Vice President Morgantown - 3 / Charleston - 9 / Winchester - 1</b>			
8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM <b>Ronald Potesta, President Dana L. Burns, Vice President</b>		8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS <b>N/A</b>	
9. PERSONNEL BY DISCIPLINE			
<u>10</u> ADMINISTRATIVE <u>   </u> ARCHITECTS <u>  4</u> <b>BIOLOGISTS</b> <u>  6</u> <b>CADD OPERATORS</b> <u>  2</u> CHEMICAL ENGINEERS <u>16</u> <b>CIVIL ENGINEERS</b> <u>13</u> CONSTRUCTION INSPECTORS <u>   </u> DESIGNERS <u>  1</u> DRAFTSMEN	<u>  2</u> ECOLOGISTS <u>  1</u> ECONOMISTS <u>   </u> ELECTRICAL ENGINEERS <u>  2</u> ENVIRONMENTALISTS <u>   </u> ESTIMATORS <u>  1</u> <b>GEOLOGISTS</b> <u>   </u> HISTORIANS <u>   </u> HYDROLOGISTS	<u>   </u> LANDSCAPE ARCHITECTS <u>  1</u> MECHANICAL ENGINEERS <u>  1</u> <b>MINING ENGINEERS</b> <u>   </u> PHOTOGRAMMETRISTS <u>   </u> PLANNERS: URBAN/REGIONAL <u>   </u> SANITARY ENGINEERS <u>   </u> SOILS ENGINEERS <u>   </u> SPECIFICATION <u>   </u> WRITERS	<u>   </u> STRUCTURAL ENGINEERS <u>  6</u> <b>SURVEYORS</b> <u>   </u> TRAFFIC ENGINEERS <u>  1</u> HORTICULTURALIST <u>  4</u> <b>GEOTECHNICAL ENGINEERS</b> <u>  1</u> FISH & WILDLIFE SPECIALISTS <u>  1</u> GIS SPECIALIST <u>  1</u> AQUA CULTURALIST <u>  1</u> INFORMATION TECHNOLOGIST <u>   </u> CHEMIST <u>   </u> OTHER
			<u>74</u> TOTAL PERSONNEL
TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: <u>      3      </u>			
*RPEs other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.			
10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> <b>N/A</b>			

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

<p>NAME AND ADDRESS:</p> <p>Keddal Aerial Mapping 1121 Boyce Road, Suite 3100 Pittsburgh, Pennsylvania 15241</p>	<p>SPECIALTY:</p> <p>Aerial Photography and Mapping</p>	<p>WORKED WITH BEFORE</p> <p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS:</p> <p>GeoMechanics, Inc. 600 Munir Drive P.O. Box 386 Elizabeth, PA 15037</p>	<p>SPECIALTY:</p> <p>Environmental and Coal Related Laboratory</p>	<p>WORKED WITH BEFORE</p> <p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS:</p> <p>Test Boring Services 140 Mong Road Scenery Hill, Pennsylvania 15360</p>	<p>SPECIALTY:</p> <p>Soils and Rock Boring</p>	<p>WORKED WITH BEFORE</p> <p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS:</p> <p>GeoMechanics, Inc. 600 Munir Drive P.O. Box 386 Elizabeth, PA 15037</p>	<p>SPECIALTY:</p> <p>Soils and Concrete Testing</p>	<p>WORKED WITH BEFORE</p> <p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS:</p> <p>Pace Analytical 5 Weatherridge Drive Hurricane, WV 25526</p>	<p>SPECIALTY:</p> <p>Water Analytical</p>	<p>WORKED WITH BEFORE</p> <p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS:</p>	<p>SPECIALTY:</p>	<p>WORKED WITH BEFORE</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS:</p>	<p>SPECIALTY:</p>	<p>WORKED WITH BEFORE</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS:</p>	<p>SPECIALTY:</p>	<p>WORKED WITH BEFORE</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>

12. A. Is your firm's personnel experienced in Abandoned Mine Lands Remediation/Mine Reclamation Engineering?

YES  NO

Description and Number of Projects: POTEESTA's principal-in-charge, Dana L. Burns, P.E. and project managers, Messrs. Tim Rice, EIT, Mark Kiser, P.E., Terence Moran, P.E. have each worked on over 70 AML projects dating back to 1986, including landslide exploration and abatement, mine subsidence stabilization projects, acid mine drainage treatment, refuse piles, mine drainage, mine portal seal, and water supply projects. POTEESTA has 15 staff with experience on AML projects. POTEESTA's principal engineers extensive experience with preparing design plans for refuse piles. Many of the previous AML projects won reclamation awards including: Bear Run Refuse; Kimball Refuse Piles; Owings Mine Complex; Pine Creek (Omar) Refuse; Turner-Douglas Complex; and Grass Run Refuse. These projects were completed by Dana Burns, Mark Kiser, and Terry Moran.

B. Is your firm experienced in Soil Analysis?

YES  NO

Description and Number of Projects: POTEESTA's staff is experienced in all aspects of soil analysis, including geotechnical and environmental soil analysis. POTEESTA's staff has worked on 30+ AML projects involving soil science, including slope stability and revegetation. POTEESTA is experienced in soil analysis as it relates to this project. POTEESTA's principal engineers have developed and implemented plans for nutrient and lime requirements testing to determine revegetation requirements, acid-base accounting of rock samples to evaluate the potential of excavated materials to generate acidity, and analysis of coal refuse to determine the potential for reprocessing.

C. Is your firm experienced in hydrology and hydraulics?

YES  NO

Description and Number of Projects: POTEESTA's staff is experienced in hydrology and hydraulics as it relates to AML projects in West Virginia. POTEESTA's staff has worked on over 70 AML projects that involved sizing channels, culverts, and waterlines. POTEESTA has developed well over 100 storm water management plans for mines, industrial facilities and new site development projects throughout West Virginia.

D. Does your firm produce its own Aerial Photography and Develop Contour Mapping?

YES  NO

Description and Number of Projects: POTEESTA's staff routinely develop contour mapping for use with design. We subcontract aerial mapping development but complete the ground control necessary for developing mapping. On smaller projects, we perform the topographic survey work and subsequently develop the contour mapping. POTEESTA has completed 200+ mapping development projects in the last five years.

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  NO

Description and Number of Projects: POTEESTA's staff is exceptionally experienced at domestic waterline design. POTEESTA's staff has worked on waterline designs and water treatment plant designs for municipalities, WVDEP AML, and private utilities. POTEESTA's staff includes one project manager, Terence C. Moran, P.E., who has managed design of numerous AML waterlines, including 20+ mile Cow Creek-Sarah Ann Extension and 30+ mile/2,800 GPM Water Treatment Plant Mill Creek Regional Water Supply project. We are also exceptionally well qualified to evaluate aquifer degradation, including aquifer degradation by AML sites. Our staff has worked on 80+ evaluations of aquifer degradation. POTEESTA has performed over 40 water line design projects totaling several hundred miles of installed water line.

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

YES  NO

Description and Number of Projects: POTEESTA has completed numerous projects addressing acid mine drainage evaluation and abatement design. POTEESTA's staff has worked on 30+ projects involving AMD evaluation and 10+ projects involving AMD abatement design. In both cases, many of the projects involved AML sites. We have worked extensively with Anker Energy, Dominion Generation, and the WVDOH, among others with acid-base accounting evaluations and the subsequent development of plans to prevent/abate AMD generation. Additionally, we worked extensively with Elk Run Coal Company to devise a plan to limit AMD generation and to treat the remaining AMD.

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:
Burns, Dana L. Vice President	27	36	25

Brief Explanation of Responsibilities

Mr. Burns will serve as principal-in-charge for this project with his significant experience with AML type projects. Mr. Burns has served as the project manager or principal-in-charge on three open end contracts for WVDEP, AML from 1986 through 1997, totaling over 60 projects. He will ensure the personnel required to efficiently complete this project will be identified. He will coordinate contract issues with the State of West Virginia.

EDUCATION (Degree, Year, Specialization)

MS, 1979, Civil Engineering with Environmental Engineering Emphasis  
BS, 1978, Civil Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

West Virginia Coal Association  
American Society of Civil Engineers  
West Virginia Association of Consulting Engineers  
American Consulting Engineering Council - Trans Committee

REGISTRATION (Type, Year, State)

PE, 1985, WV  
PS, 1995, WV

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:
Rice, Timothy M. Senior Engineer	32	38	32

Brief Explanation of Responsibilities

Mr. Rice will serve as Project Manager for this project. As primary contact, Mr. Rice will communicate between WVDEP and the design teams, subcontractors, and project advisors for this project. His 32 years of AML experience include projects in West Virginia, Maryland, Ohio and Pennsylvania and various types of projects will provide the technical knowledge and experience to complete this AML project.

EDUCATION (Degree, Year, Specialization)

BS, 1982, Civil Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)

EI, 2005, WV



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:
Sharp, David B. Morgantown Branch Manager	25	25	25

Brief Explanation of Responsibilities

Mr. Sharp will serve as alternate project manager and technical review contact for this project with his significant experience with AML type projects throughout the region. Mr. Sharp has served as the Branch Manager in Morgantown for 12 years. He will ensure the personnel required to efficiently complete this project will be identified. He will coordinate contract issues with the State of West Virginia. Mr. Sharp has worked on and managed AML projects and has spent most of his career involved in geotechnical engineering and construction management projects.

EDUCATION (Degree, Year, Specialization)

MS, 1995, Civil Engineering with Geo-environmental Engineering Emphasis  
 BS, 1993, Civil Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State)
West Virginia Coal Association American Society of Civil Engineers West Virginia Association of Consulting Engineers American Consulting Engineering Council - Trans Committee	PE, 1999, WV      PE, 2001, KY PE, 1999, MD      PE, 2001, OH PE, 2000, PA

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:
Grose, Christopher A. Senior Engineering Associate	21	25	17

Brief Explanation of Responsibilities

Mr. Grose will coordinate the drilling and geotechnical analysis for slope stability design, identification of borrow sites for soil cover, and investigation and design of solutions for subsurface hydrogeology within the deep mines and recommendations for mine seals.

EDUCATION (Degree, Year, Specialization)

MS, 1990, Geological Engineering  
 BS, 1988, Civil Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State)
American Society of Civil Engineering Association of Engineering Geology Society of American Military Engineers	Licensed Remediation Specialist, 1998, WV

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:
Kiser, D. Mark Chief Engineer	24	36	25

Brief Explanation of Responsibilities

As Chief Engineer, with significant experience in coal refuse stabilization design and mine portal closures and drainage channelization, he will serve as a project manager. Mr. Kiser will also provide constructability reviews and QA/QC for the various draft submissions and final construction documents.

EDUCATION (Degree, Year, Specialization)

BS, 1984, Civil Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State)
	PE, 1990, WV Licensed Remediation Specialist, 1998, WV

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:
Potesta, Ronald R. President			

Brief Explanation of Responsibilities

As President, Mr. Potesta directs the full resources of the firm to meet the complete requirements of this project for WVDEP.

EDUCATION (Degree, Year, Specialization)

MS, 1975, Economics with a Concentration in Mineral Economics, Econometrics, and Micro Economics  
BS, 1971, Business Administration

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS Commissioner, Ohio River Valley Water Sanitation Commission; Board of Directors, WV Chapter of the Nature Conservancy; National Institute for Chemical Studies; WV Environmental Institute; WV Manufacturers Association	REGISTRATION (Type, Year, State)

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:
Peter S. Potesta Staff Engineer	2	2	4

Brief Explanation of Responsibilities

Mr. Peter Potesta, Staff Engineer, has over 8 years of experience and will serve as a geotechnical engineer for this project. His areas of expertise include geotechnical engineering with an emphasis in landslide repair design, natural gas production well pads and access roads, retaining wall design and analysis, foundation recommendations, slope stability analysis, civil/site design, and landslide causation investigation.

EDUCATION (Degree, Year, Specialization)

BS, 2011, Civil Engineering  
BA, 2007, Environmental Geosciences

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

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:
Jeremi J. Stawovy, E.I.T. Staff Engineer	7	7	10

Brief Explanation of Responsibilities

Mr. Jeremi Stawovy, Staff Engineer, has over 10 years of experience and will serve as a geotechnical engineer for this project. His areas of expertise include geotechnical engineering with an emphasis in landslide repair design, geotechnical evaluations including management of subsurface explorations, settlement analysis, slope stability modeling, foundation analysis, well pad construction, roadway improvements/repairs, and commercial/residential construction.

EDUCATION (Degree, Year, Specialization)

MS, 2011, Civil/Environmental Engineering  
BS, 2009, Civil/Environmental Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State)
	Engineer Intern, 2009, WV

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:
Moran, Terence C. Senior Engineer	23	26	26
Brief Explanation of Responsibilities			
Mr. Moran will serve as project manager coordinating interaction between the WVDEP, design team members, and subconsultants. Mr. Moran has served as a project engineer/project manager for over 60 AML projects in West Virginia between 1989 and 1999. More recently, he has served as principal engineer and project manager for WVDEP-AML projects including water studies and reclamation plans. He will set the schedule and ensure it is met on a weekly basis. He will also serve as one of the principal designers of the reclamation design solution.			
EDUCATION (Degree, Year, Specialization)			
MS, 1989, Civil Engineering BS, 1987, Civil Engineering			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS		REGISTRATION (Type, Year, State)	
American Society of Civil Engineers		PE, 1996, WV PE, 1998, 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:
Taylor, Patrick A. Senior Engineer	25	25	20
Brief Explanation of Responsibilities			
Mr. Taylor will serve as a project engineer, including completing field work, design, and preparation of drawings, technical specifications, bid forms, and cost estimates. Mr. Taylor has project engineer experience in AML projects consisting of emergency slide remediation, refuse fill and slurry pond reclamation, abandoned portal closures, and slurry pond reclamation. Mr. Taylor also served as a branch manager for a private consulting firm responsible for surface mining permitting, design and reclamation.			
EDUCATION (Degree, Year, Specialization)			
MS, 2006, Engineering Management BS, 1988, Civil Engineering			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS		REGISTRATION (Type, Year, State)	
American Society of Civil Engineering		PE, 1994, WV	



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:
Litwinowicz, Dennis L. Senior Scientist		40	

Brief Explanation of Responsibilities

Mr. Litwinowicz will serve as a project geologist, including observation of subsurface exploration activities and assistance on evaluation of other geologic activities.

EDUCATION (Degree, Year, Specialization)

BS, 1980, Geology and Mineralogy

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

American Association of Petroleum Geologists

REGISTRATION (Type, Year, State)

Certified Petroleum Geologist, 1984

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:
Dawson, Victor M. Survey Supervisor	15	33	17

Brief Explanation of Responsibilities

Mr. Dawson will coordinate required surveying for aerial mapping control, if needed, establish construction benchmarks, topographic surveys, boundary surveys and/or property and deed research, survey of boring locations and profiling significant existing drainage courses not clearly defined in the aerial mapping. Mr. Dawson will reduce survey data and create topographic mapping for AML projects.

EDUCATION (Degree, Year, Specialization)

AS, 1983, Surveying

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

American Congress Surveying and Mapping  
West Virginia Association of Land Surveyors  
North Carolina Society of Surveyors  
South Carolina Society of Surveyors

REGISTRATION (Type, Year, State)

PS, 1988, NC  
PS, 1989, SC  
PS, 1993, WV

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:
Sankoff, Michael B. CADD Designer/Supervisor	15	28	17

Brief Explanation of Responsibilities

Mr. Sankoff will provide the CADD support in preparation of construction drawings for the project. He will reduce survey data to provide sufficient mapping to complete the design.

EDUCATION (Degree, Year, Specialization)

BS, 1987, Industrial Management  
AS, 1986, Drafting and Design Engineering Technology  
AS, 1986, Mechanical Engineering Technology

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)

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:
Ammirato, Robert J. Engineer	9	12	12

Brief Explanation of Responsibilities

Mr. Ammirato will serve as a project engineer for the project. His responsibilities will include hydraulic calculations, layout, drawing preparation, design, technical specifications, bid forms, cost estimates, and field work. He has extensive experience in water supply and wastewater system design, permitting, and regulations. Mr. Ammirato was the project engineer on our Borderland (Matney) Portals project.

EDUCATION (Degree, Year, Specialization)

BS, 1999, Mechanical Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)

PE, 2010, WV

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:
Smith, Jarrett M. Senior Engineer	10	12	12

Brief Explanation of Responsibilities

Mr. Smith has been involved extensively with development of hydrologic and hydraulic calculations including preparation of NPDES stormwater construction permits. He also has significant expertise in the development of site grading plans and quantity/cost estimates. Mr. Smith was the project engineer on our Taylorville (Cantrell) Drainage AML project.

EDUCATION (Degree, Year, Specialization)

BS, 2002, Civil Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

National Society of Professional Engineers

REGISTRATION (Type, Year, State)

PE, 2008, WV

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:
Ward, Patrick E. Senior Engineer	11	18	9

Brief Explanation of Responsibilities

Mr. Ward will serve as a project engineer and has extensive experience on WVDEP, AML projects, having served as a project engineer on refuse piles, mine drainage, and subsidence projects in the early to mid-1990's.

EDUCATION (Degree, Year, Specialization)

MS, 1992, Civil Engineering (Geotechnical)  
BS, 1990, Civil Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)

PE, 1997, WV

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:
Griffith, Chad Staff Engineer	6	8	11

Brief Explanation of Responsibilities

Mr. Griffith has extensive experience with surface mine application Article 3 (coal) and Article 4 (quarry) permitting, mining related NPDES permits, mining related bonding phase releases, prospecting permits, residential and commercial site layout, road design, geotechnical engineering, civil/site design, stormwater management, stormwater/NPDES permitting, construction monitoring, hydrology, and other areas of civil engineering.

EDUCATION (Degree, Year, Specialization)

BS, 2004, Civil Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State) PE, 2008, WV
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14. PROVIDE A LIST OF SOFTWARE AND EQUIPMENT AVAILABLE IN THE PRIMARY OFFICE WHICH WILL BE USED TO COMPLETE AML DESIGN SERVICES

Microsoft Office 365

WordPerfect 11

Adobe PageMaker 8 (Publication Software)

MicroStation (Allows users to create 3D models of permanent assets - the models and all of their components are electronic simulations of real-world objects); used for CADD drawing preparation.

Haestead Methods (Numerous software packages used for designing storm water structures [e.g., channels, culverts, ponds, etc.] and water distribution systems.)

MapTech, Terrain Navigator (Combines regional collections of topographic maps with powerful PC navigation software for 2D/3D viewing, customizing, printing and GPS use.)

Autodesk Civil 3D Design Software 2019 Used for preparing CADD drawings (3D modeling software that provides topographic analysis, real-world coordinate systems, volume totals, roadway geometry.)

PCSTabl stability analysis program to perform stability analysis of failed slopes and proposed landslide repair solutions.

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
Sardis (Saas) Landslide	WVDEP Abandoned Mine Lands 101 Cambridge Place Bridgeport, WV 26330	Surveying, subsurface exploration, design, and construction phase services for landslide remediation, wet mine seals and/or seep collectors, and drainage channels to convey mine water.	\$800,000 (Pre-Design Engineer's Estimate)	0%
West Virginia University Rockfall Mitigation, Morgantown, WV	West Virginia University Division of Facilities, Design & Construction 979 Rawley Lane Morgantown, WV 26506	Review of Rockfall Hazards, Coordination with Repair Contractor, and Owner Representative during Construction.	\$2,900,000	95%
Upper Grave Creek Dam Landslide Evaluation, Cameron, WV	Northern Panhandle Conservation District 1 Ball Park Drive McMechen, WV 26040	Surveying, Subsurface Exploration, and Design of Landslide Remediation.	\$350,000	50%
Wheeling Creek Dam #7 Landslide Evaluation, Ohio County, WV	Northern Panhandle Conservation District 1 Ball Park Drive McMechen, WV 26040	Surveying, Subsurface Exploration, and Design of Landslide Remediation.	\$800,000	20%
Armory Lot Retaining Wall Replacement	City of Morgantown Parking Authority 300 Spruce Street Morgantown, WV 26505	Design of Failed Retaining Wall.	\$200,000	90%
Kinetic Park Landslide Remediation	Huntington Municipal Development Authority 800 5 <sup>th</sup> Avenue Huntington, WV 25701	Design of Landslide Repair.	\$3,900,000	98%
Friends of Cheat, Cheat River Rail Trail Landslide & Drainage Evaluation	Friends of the Cheat 1343 N. Preston Highway Kingwood, WV 26537	Field Review of the Existing Trail and Recommendations for Landslide abatement and drainage improvements.	TBD	80%
Herring Sub Area 1 & 3 Water Line Extension Preston County, WV  <i>Project entirely funded by WVDEP, AML</i>	Preston County PSD #2 c/o Kingwood Water Works 313 Tunnelton Street Kingwood, WV 26537	Design and construction management of water line extension, including 9 miles of line.	\$2,190,000	10%

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
Kingwood Landfill, Landfill Closure Design Kingwood, WV	WVDEP 601 57 <sup>th</sup> Street, SE Charleston, WV 25304	Preparation of construction drawings, technical specifications, engineer's construction cost estimate, and calculations brief for closure of landfill.	\$6,000,000	98%
Howesville Area Water Line Extension Preston County, WV  <i>Project mostly funded by WVDEP, AML</i>	Preston County PSD #2 c/o Kingwood Water Works 313 Tunnelton Street Kingwood, WV 26537	Design and construction management of water line extension, including 12 miles of line and one 60,000-gallon tank.	\$2,801,344	98%
Boone County PSD Wastewater Treatment Plant Upgrade Boone County, WV	Boone County PSD PO Box 287 Danville, WV 25053	Final design of wastewater treatment plant upgrade.	\$4,000,000	75%
Town of Mill Creek Water System Improvements Mill Creek, WV	Town of Mill Creek High Street Mill Creek, WV 26280	Design of water line replacement including construction documents.	\$2,650,000	95%
Cowen PSD, Erbacon Water Line Extension	Cowen PSD 7017 Webster Road Cowen, WV 26206	Design of 8-mile water line extension including construction documents.	\$6,500,000	90%
West Virginia American Water Master Services Agreement	West Virginia American Water PO Box 1906 Charleston, WV 25327	Design of Olcott water line extension, construction monitoring of various water line construction projects, and river water study.	\$5,000,000	30%
South Charleston Park Place Development (Retail Shopping Center)	South Charleston Development Authority PO Box 8597 South Charleston, WV 25303	Civil/site, geotechnical design, construction monitoring to close, fill, and develop 80-acre shopping center over a waste impoundment.	\$30,000,000	60%
Verner (Grimmett) Hollow Emergency Landslide Remediation and Drainage Improvements	WVDEP Office of AML 1159 Nick Rahall Greenway Fayetteville, WV 25840	Construction drawings, technical specifications, and engineer's opinion of probable construction cost for removal of step slope, landslide, and design of drainage collection system for Emergency AML Program.	\$325,000	80%

TOTAL NUMBER OF PROJECTS:

**13 (POTESTA has completed well over 1000 projects.)**

TOTAL ESTIMATED CONSTRUCTION COSTS:

**\$68,461,344**

16. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS SERVING AS A SUB-CONSULTANT TO OTHERS

PROJECT NAME, TYPE AND LOCATION	NATURE OF FIRMS RESPONSIBILITY	NAME AND ADDRESS OF OWNER	ESTIMATED COMPLETION DATE	ESTIMATED CONSTRUCTION COST	
				ENTIRE PROJECT	YOUR FIRMS RESPONSIBILITY
Buzz Food Service Appalachian Abattoir (AML Pilot Grant)	Civil/site design, geotechnical, and stormwater management design.	Buzz Food Service 4818 Kanawha Blvd. E Charleston, WV 25306	September 2020	\$4,000,000	\$500,000
Walker Express Nitro Facility Expansion	Civil/site design, permitting, and utility design.	Walker Express 3 Park Road Nitro, WV 25143	November 2020	\$800,000	\$600,000
Phase I, Morgantown Municipal Airport Runway 18-36 Extension	Permitting, AMD treatment, and coal removal.	Michael Baker International, LLC Airside Business Park 100 Airside Drive Morgantown, WV 26505	2021	\$5,700,000	\$150,000

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)
North Edgemont Landslide Remediation	Huntington Sanitary Board 555 Seventh Ave. Huntington, WV 25701	\$750,000	2019	Yes
South Charleston Landfill, Landfill Closure Design South Charleston, WV	WVDEP 601 57 <sup>th</sup> Street, SE Charleston, WV 25304	\$2,500,000	2017	Yes
Cheyenne Coal Sales	WVDEP Office of Special Reclamation 47 School Street, Suite 301 Philippi, WV 26416	\$2,500,000	2017	YES
Chicopee Coal Company	WVDEP Office of Special Reclamation 47 School Street, Suite 301 Philippi, WV 26416	\$6,000,000	2018	Yes
Lake Lynn Complex Monongalia County, WV	WVDEP 101 Cambridge Place Bridgeport, WV 26330	\$700,000	2017	Yes
WVDOT/DOH - Geotechnical Services, WVSR 4 Repair and Stabilization, Kanawha/Clay Counties, WV	WVDOT/DOH-Dist. 4 PO Box 4220 Clarksburg, WV 26302	Emergency Project, Budget not Available	2016	Yes
Marshall Portal Landslide Repair	MEPCO, LLC 966 Crafts Run Road Maidsville, WV 26541	\$200,000	2018	Yes
Crany Mine Dump Wyoming County, WV	WVDEP 601 57 <sup>th</sup> Street, SE Charleston, WV 25304	\$2,200,000	2016	Yes
Nixon Ridge Landslide Remediation	K&N Contracting 2976 Wills Creek Road Elkview, WV 25701	\$2,400,000	2020	Yes





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.

Potesta & Associates, Inc.'s (POTESTA) "Expression of Interest for Professional Engineering Design Services and Construction Monitoring Services for the Pell Road Doser Upgrade" supports this questionnaire in providing POTESTA's qualifications and resources for serving the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation on this project. In summary, POTESTA:

1. Has assembled a team of in-house personnel and subcontractors who have historically worked on AML projects. POTESTA's in-house staff includes 13 Professional Engineers including 3 in the primary office, 9 in Charleston, and 1 in Winchester. Our staff has worked on over 160 AML projects for WVDEP on four different WVDEP AML contracts dating back to the mid-1980s.
2. Has a large local staff with a unique multidiscipline technical emphasis (including civil engineering, structural engineering, geological engineering, hydrological engineering, mine land reclamation, with a strong emphasis on water quality and aquatic life and toxicity).
3. Has 15+ employees with experience on WVDEP AML projects. POTESTA employees have worked on and have experience in the following type of WVDEP AML projects:
  - Passive Acid Mine Drainage Treatment
  - Assessment of Contamination (e.g., PCBs, asbestos)
  - Demolition of Structures
  - Diversion Structures
  - Identifying Acid Mine Drainage
  - Inventory of Residential Water Supplies
  - Water Supply Feasibility Studies and Design
  - Mine Fires
  - Landslides
  - Reclamation of Refuse Piles
  - Sealing Mine Portals
  - Stream Relocations
  - Subsidence Assessment and Remediation
  - USCOE Permitting
  - Wetland Assessments
4. Can handle a substantial AML workload (more than our competitors) since POTESTA has three Professional Engineer (P.E.) Project Managers each with experience on 75+ AML projects.
5. Offices located in Charleston, WV near WVDEP's Charleston office, primary office in Morgantown, WV close to WVDEP Bridgeport office, and support office in Winchester, Virginia.
6. Staff has had a positive relationship with WVDEP, AML in the past, which we would like to continue.

20. The foregoing is a statement of facts.

Signature: 

Title: Vice President

Date: May 11, 2021

Printed Name: Dana L. Burns, PE

# *APPENDIX B*

AML and RELATED PROJECT EXPERIENCE MATRIX

Table with columns for PROJECT, Exp. Basis, Additional Info, PROJECT EXPERIENCE REQUIREMENTS (Abandoned Surface Mine Reclamation, Abandoned Deep Mine Reclamation, Portal/Shaft Closure, Hydrologic/Hydraulic Design/Eval., Remaining 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), PRIMARY STAFF PARTICIPATION/CAPACITY (Dana L. Burns, Tim M. Rice, David B. Sharp, Chris A. Grose, D. Mark Kiser, Terence C. Moran, Michael Sankoff, Jeremi J. Stawovy, Jarrett Smith, Robbert Ammirato, Pat Taylor, Scott A. Bolyard, Chad Griffith, Peter Potesia), and a legend for M=Management, P=Professional.

AML and RELATED PROJECT EXPERIENCE MATRIX																															
PROJECT	Exp. Basis C=Corp. P=Personnel *	Additional Info Provided in EOI (page) **	PROJECT EXPERIENCE REQUIREMENTS															PRIMARY STAFF PARTICIPATION/CAPACITY													
			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	Dana L. Burns	Tim M. Rice	David B. Sharp	Chris A. Grose	D. Mark Kiser	Terence C. Moran	Michael Sankoff	Jeremi J. Stawovy	Jarrett Smith	Robbert Ammirato	Pat Taylor	Scott A. Bolyard	Chad Griffith	Peter Potesia
			*** M=Management P=Professional																												
Laurel Branch (Weaver) Portals	C			✓	✓	✓	✓				✓																				
WVDEP, OSR Cheyenne Sales Company, Inc.	C		✓	✓	✓	✓	✓				✓	✓		✓		✓															
WVDEP, AML Little Whitestick Refuse	C		✓	✓	✓	✓	✓				✓	✓																			
WVDEP, AML Crany Mine Dump	C		✓	✓	✓	✓	✓				✓	✓		✓		✓															
WVDEP, AML Morgan Mine Fire	C		✓	✓		✓		✓			✓	✓							M										P		
Monumental Mine	C					✓	✓				✓	✓																		P	
Lilly Parker Mine	C					✓	✓				✓	✓																		P	
Barrackville Mine Expansion	C					✓	✓				✓	✓																		P	
Jo Anne Permit Renewals	C					✓	✓				✓	✓																		P	
Humphrey Limestone Quarry	C					✓	✓				✓	✓																		P	
WVDEP, AML MacArthur Phase 2 Subsidence AML	C					✓	✓				✓	✓																			
WVDEP, AML Lake Lynn Complex	C			✓	✓	✓	✓				✓	✓							M	M									P		
WVDEP, AML MacArthur Mine Subsidence	C			✓	✓	✓	✓				✓	✓						M			M,P		P								
WVDEP, AML East Lynn II	C			✓	✓	✓	✓				✓	✓		✓				M			M,P		P								
WVDEP, AML Flipping Hollow Complex	C			✓	✓	✓	✓				✓	✓						M			M,P		P								
WVDEP, AML Sundial (Hatfield) RefusePiles Re-Bid	C			✓	✓	✓	✓				✓	✓						M			M		P								
WVDEP, AML Mill Creek Refuse Pile	C			✓	✓	✓	✓				✓	✓						M			M		P								
WVDEP, AML John's Branch Coal Refuse Dam (Kopperston)	C			✓	✓	✓	✓		✓		✓	✓						M			M		P							P	
WVDEP, AML Clay-Roane PSD Water Feasibility Study	C			✓	✓	✓	✓				✓	✓						M					P							P	
WVDEP, AML Burnsville PSD Water Feasibility Study	C			✓	✓	✓	✓				✓	✓						M			M										
WVDEP, AML Brandonville/Pisgah Water Feasibility Study	C			✓	✓	✓	✓				✓	✓						M			M										
WVDEP, AML Cuzzart/4-H Water Feasibility Study	C			✓	✓	✓	✓				✓	✓						M			M										
WVDEP, AML Hudson/Mt. Nebo Water Feasibility Study	C			✓	✓	✓	✓				✓	✓						M			M										
WVDEP, AML Jessop Highwall #10	C		✓	✓	✓	✓	✓				✓	✓						M			M										
WVDEP, AML Lando (Edwards) Drainage	C		✓	✓	✓	✓	✓				✓	✓						M			M										
WVDEP, AML Taylorville (Cantrell) Drainage	C			✓	✓	✓	✓				✓	✓						M			M				P						
WVDEP, AML Borderland (Matney) Portals	C			✓	✓	✓	✓				✓	✓						M			M					P					
WVDEP, AML Peach Ridge Complex	C		✓	✓	✓	✓	✓				✓	✓		✓				M			M		P								
WVDEP, AML Measle Fork Refuse	C		✓	✓	✓	✓	✓				✓	✓		✓				M			M		P				P				
WVDEP, AML Georges Creek Portals	C			✓	✓	✓	✓				✓	✓						M			M		P				P				
WVDEP, AML Putney Impoundment	C		✓	✓	✓	✓	✓				✓	✓						M			M										
WVDEP, AML Kopperston (John's Branch) Refuse Emergency	C		✓	✓	✓	✓	✓				✓	✓						M			M			P							
WVDEP, AML Marmet (Clark) Drainage	C			✓	✓	✓	✓				✓	✓						M			M		P								
WVDEP, AML Pringle Run #2	C		✓	✓	✓	✓	✓				✓	✓						M			M		P								
WVDEP, AML Mountain Run Refuse and Portals	C			✓	✓	✓	✓				✓	✓		✓				M		M	M		P						P		
WVDEP, AML Fairmont East Mine Drainage	C			✓	✓	✓	✓				✓	✓						M			M										
WVDEP, AML Rachel Refuse	C		✓			✓	✓				✓	✓		✓				M			M		P								
WVDEP, AML Jaeger Water Feasibility Study	C			✓	✓	✓	✓				✓	✓						M				M	P								
WVDEP, AML Burnwell, Standard, and Collinsdale Water Line Extension	C			✓	✓	✓	✓				✓	✓	✓					M				M	P				P				
WVDEP, AML Morrisvale Cameo Preliminary Engineering	C			✓	✓	✓	✓				✓	✓						M				M	P								
May Portal (Virginia AML)	C			✓	✓	✓	✓				✓	✓						M										M			
Webster County Water Studies	C			✓	✓	✓	✓				✓	✓						M						P			M				
Cow Creek - Sarah Ann Phase III Water Line Extension	P																					M									
Godby Branch Water Line Extension	P																				P	M									
Putnam County Commission - Fisher Ridge Phase II	C																	M				M	P		P						
Boone County PSD - Lick Creek Water Line Extension	C																	M				M	P								
Boone County PSD - Joes Creek Water Line Extension	C																	M				M	P								
Boone County PSD - Six Mile Extension/Corridor G	C																	M				M	P								
Boone County PSD - Trace Branch/Robinson Water Line Extension	C																	M				M	P								
Boone County PSD - Stephens Auto/Betsy Lane Water Line Extension	C																	M				M	P								
Town of Ceredo - Water Distribution System Upgrade	C																	M				M	P			P	P				
WVAWC - Mifflin/Sharples Water Line Extension	C																	M				M	P			P					
Town of Ceredo - Cemetery Hill Upgrade	C																														
WVAWC - Putnam County Water Supply Extension	P										✓	✓						M				M									
WVAWC - Kanawha County Water Supply Extension	P					✓	✓				✓	✓						M				M									
WVAWC - Cabell County Water Supply Extension	P					✓	✓				✓	✓						M				M									
City of Philippi Upgrade to Water Distribution System	C					✓	✓				✓	✓						M					P	P							



AML and RELATED PROJECT EXPERIENCE MATRIX																															
PROJECT	Exp. Basis C=Corp. P=Personnel *	Additional Info Provided in EOI (page) **	PROJECT EXPERIENCE REQUIREMENTS														PRIMARY STAFF PARTICIPATION/CAPACITY														
			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	Dana L. Burns	Tim M. Rice	David B. Sharp	Chris A. Grose	D. Mark Kiser	Terence C. Moran	Michael Sankoff	Jeremi J. Stawovy	Jarrett Smith	Robbert Ammirato	Pat Taylor	Scott A. Bolyard	Chad Griffith	Peter Potesia
														*** M=Management P=Professional																	
Philippi Water Line Relocation for WVDOH Bypass	C					✓					✓						M					P	P								
WVAWC - Route 60	C				✓	✓					✓	✓					M				P		P								
WVAWC - Route 60 Contract 4	C				✓	✓					✓	✓					M				P		P								
WVAWC - Buff Creek/Trace Fork	C				✓	✓					✓	✓					M				P		P								
WVAWC - Poca River	C				✓	✓					✓	✓					M				P		P								
WVAWC - Cabell County Contract 6	C				✓	✓					✓	✓					M				P	P	P								
WVAWC - Cabell County Contract 7	C				✓	✓					✓	✓					M				P	P	P								
WVAWC - Fisher's Ridge Extension	C				✓	✓					✓	✓					M				P	P				P					
WVAWC - Summers County Extension	C				✓	✓					✓	✓					M				P										
WVAWC - Glade Springs Village	C				✓	✓					✓	✓					M				P										
WVAWC - Spite Road	C				✓	✓					✓	✓					M					P									
Beaver Creek Waterline Extension - AML	P										✓	✓					M			P		P									
Cassity Fork Water Supply Extension - AML	P										✓	✓					M			P	P	P									
Gualey River Area Water Line Extension - AML	P										✓	✓										M									
Heizer/Manila Creek Water Line Extension Phase II Study - AML	P										✓	✓										M									
Reynoldsville/Wallace Water Supply Extension - AML	P				✓	✓					✓	✓				✓						M									
Weaver-Junior Phase II Water Supply - AML	P				✓	✓					✓	✓										M									
Washington Heights to Jeffrey Phase II Water Study - AML	P				✓	✓					✓	✓										M									
Reynoldsville, Wallace, and Clarksburg Phase II Water Study - AML	P				✓	✓					✓	✓										M									
Reynoldsville, Wallace, and Clarksburg Phase I Water Study - AML	P										✓	✓										M									
Weaver-Junior Phase I Water Study - AML	P										✓	✓										M									
Gualey River Phase I Water Study - AML	P										✓	✓									P	M									
Upper Rum Creek Phase II Water Study - AML	P				✓	✓					✓	✓										M									
Crooked Creek Phase II Water Study - AML	P				✓	✓					✓	✓										M									
Mill Creek Regional Phase II Water Study - AML	P				✓	✓					✓	✓										M									
Cow Creek - Sarah Ann Phase II Water Study - AML	P				✓	✓					✓	✓										M									
Phase I Water Studies Brooke and Fayette Counties (2 Projects) - AML	P										✓	✓					M				P	P									
Mill Creek Regional Water Phase II Water Study (Boone, Lincoln and Logan Counties) - AML	P				✓	✓					✓	✓					M				P	P									
Godby Branch Phase II Water Study - AML	P				✓	✓					✓	✓					M				P	P									
Putnam County Phase I Water Studies (3 Projects) - AML	P										✓	✓					M				P	P									
Boone County Phase I Water Studies (10 Projects) - AML	P										✓	✓					M				P	P									
Phase II Water Feasibility Studies for Logan County (3 Projects) - AML	P				✓	✓					✓	✓					M				P	P									
Phase I Water Studies for Logan County (7 Projects) - AML	P										✓	✓					M			P	P	P									
Spruce Lick-Stream Flow Monitoring Project for Eastern Associated Coal Corp. - AML	P				✓	✓					✓	✓			✓		M				P										
Martin County Coal Co. Stream Flow & Fish Surveys-Coldwater Creek	C				✓	✓					✓	✓																			
Martin County Coal Co. Stream Flow & Fish Surveys-Wolf Creek Watershed	C				✓	✓					✓	✓																			
Martin County Coal Co. Stream Flow & Fish Surveys-Rockcastle Creek	C				✓	✓					✓	✓																			
Martin County Coal Co. Stream Flow & Habitat Survey-Coldwater Creek Fork Watershed	C				✓	✓					✓	✓																			
Martin County Coal Co. Stream Flow & Habitat Survey-Wolf Creek Watershed	C				✓	✓					✓	✓																			
Martin County Coal Co. Stream Flow & Habitat Survey-Rockcastle Creek Watershed	C				✓	✓					✓	✓																			
Don's Disposal Landfill Stream Flow Measurement	P				✓	✓					✓	✓																			
Union Carbide Cooling Water Flow Measurement	C				✓	✓					✓	✓																			
Union Carbide Davis Creek Flow Measurement	C				✓	✓					✓	✓																			
Union Carbide Process Wastewater Flow Measurement	C				✓	✓					✓	✓																			
WVDEP-Flows at Various Facilities	P				✓	✓					✓	✓																			
Arch Coal- Pigeon Creek Stream Flow Measurement	C				✓	✓					✓	✓																			
City of Charleston-Sanitary Sewer Flow Measurement	C				✓	✓					✓	✓																			
Pison Development Sanitary Sewer Flow Measurement	C				✓	✓					✓	✓																			
Solutia-Storm Water Flow Measurement	C				✓	✓					✓	✓																			
Solutia-Groundwater Well Levels and Flow Estimates	C				✓	✓					✓	✓																			
Chemical Plant - Parkersburg, WV	C				✓	✓					✓	✓																			
Evaluation of Mine Drainage from AML Sites as Part of ESA for Jackson & Kelly	C										✓	✓					M					P									
Hawkins AMD - AML	P			✓	✓	✓					✓	✓				✓	M														
Allen AMD - AML	P			✓	✓	✓					✓	✓				✓	M				P		P								
Sundial Refuse - AML	C			✓	✓	✓					✓	✓				✓	M				M	P	P								
Solutia Landfill Closure Design for Various Environmental Remediation Projects	C			✓	✓	✓					✓	✓				✓	M			P	P	P	P								
Kanawha Eagle Coal Refuse Disposal Impoundment	C				✓	✓					✓	✓				✓	M			P	P	P									







**AML and RELATED PROJECT EXPERIENCE MATRIX**

PROJECT	Exp. Basis C=Corp. P=Personnel *	Additional Info Provided in EOI (page) **	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	Dana L. Burns	Tim M. Rice	David B. Sharp	Chris A. Grose	D. Mark Kiser	Terence C. Moran	Michael Sankoff	Jeremi J. Stawowy	Jarrett Smith	Robbert Ammirato	Pat Taylor	Scott A. Bolyard	Chad Griffith	Peter Potesia						
WVDEP - Piney Creek	P		✓	✓	✓	✓	✓				✓			✓		✓																					P,M
WVDEP - Alderson Branch	P		✓	✓	✓	✓	✓				✓			✓		✓																					P,M
WVDEP - Everettville	P		✓	✓	✓	✓	✓				✓			✓	✓	✓																					P,M
WVDEP - McComas Refuse	P		✓	✓		✓	✓				✓			✓		✓																					P,M
WVDEP - Pierce Refuse	P									✓	✓																										P,M
WVDEP - Fish Run	P									✓	✓																										P,M
WVDEP - Lamar Refuse	P		✓	✓	✓	✓	✓				✓			✓		✓																					P,M
WVDEP - Indian Ridge	P		✓	✓	✓	✓	✓				✓			✓		✓																					P,M
WVDEP - Davy Branch	P		✓	✓	✓	✓	✓	✓		✓				✓		✓																					P,M
WVDEP - Eckman Refuse	P		✓	✓	✓	✓	✓				✓			✓		✓																					P,M
WVDEP - Horsepen Ridge	P		✓	✓	✓	✓	✓				✓			✓		✓																					P,M
WVDEP - Thomas Northeast	P					✓					✓			✓		✓																					P,M
WVDEP - Thomas Phase II	P										✓			✓		✓																					P,M
WVDEP - Thomas Phase I Subsidence	P		✓	✓	✓	✓					✓			✓		✓																					P,M
WVDEP - Glenwood Hills Subsidence	P										✓			✓		✓																					P,M
MBOM - Kingsland Mine Pool	P					✓	✓				✓			✓		✓																					P,M
MBOM - Jackson Mountain Mine Fire	P		✓	✓		✓	✓			✓				✓		✓																					P,M
MBOM - Spruce Hollow Flood Mitigation	P					✓	✓				✓			✓		✓																					P,M
MBOM - Miller Road Subsidence	P										✓			✓		✓																					P,M
MBOM - Broken Hart Refuse	P		✓			✓	✓				✓			✓		✓																					P,M
MBOM - Ocean Gob Pile	P		✓			✓	✓				✓			✓		✓																					P,M
MBOM - Porter Road Subsidence	P										✓			✓		✓																					P,M
MBOM - Midlothian and Shaft Road Subsidence	P				✓						✓			✓		✓																					P,M
MBOM - Taste Freez Subsidence	P										✓			✓		✓																					P,M
ODNR - Frontz / Folly Mine Fire	P		✓	✓		✓				✓				✓		✓																					P,M
ODNR - Blue Bell Mining Refuse Fire	P		✓	✓		✓	✓			✓				✓		✓																					P,M
ODNR - Enoch Township Impoundment	P		✓	✓		✓	✓			✓				✓		✓																					P,M
ODNR - Pauline Mine Impoundment	P		✓			✓	✓			✓				✓		✓																					P,M
ODNR - Washington Street Subsidence	P										✓			✓		✓																					P,M
ODNR - Nelan Road Subsidence	P										✓			✓		✓																					P,M
ODNR - Bull Run Restoration	P		✓			✓					✓			✓		✓																					P,M
ODNR - Ellesmere Ave. Subsidence I,II, & IV	P										✓			✓		✓																					P,M
ODNR - El Camino Subsidence	P										✓			✓		✓																					P,M
ODNR - Van Atta Subsidence	P										✓			✓		✓																					P,M
ODNR - ST RT. 646 Subsidence	P										✓			✓		✓																					P,M
PADEP - Russell Joki Refuse	P		✓			✓					✓			✓		✓																					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.



# *APPENDIX C*



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

State of West Virginia  
 Centralized Expression of Interest  
 Architect/Engr

<b>Proc Folder:</b> 855148		<b>Reason for Modification:</b>	
<b>Doc Description:</b> EOI -Pell Road Doser Upgrade		Addendum #2 issued to publish agency responses to all vendor submitted questions.	
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-04-22	2021-05-11 13:30	CEOI 0313 DEP2100000005	3

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :**  
**Address :**  
**Street :**  
**City :**  
**State :** **Country :** **Zip :**  
**Principal Contact :**  
**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

Vendor  
 Signature X

FEIN#

DATE

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



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

State of West Virginia  
 Centralized Expression of Interest  
 Architect/Engr

<b>Proc Folder:</b> 855148			<b>Reason for Modification:</b> Addendum #1 issued to extend bid due date until 5/11/2021.
<b>Doc Description:</b> EOI -Pell Road Doser Upgrade			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-04-15	2021-05-11 13:30	CEOI 0313 DEP2100000005	2

**BID RECEIVING LOCATION**


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

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :**  
**Address :**  
**Street :**  
**City :**  
**State :** **Country :** **Zip :**  
**Principal Contact :**  
**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

**Vendor Signature X**  **FEIN#** **DATE**

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



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

State of West Virginia  
 Centralized Expression of Interest  
 Architect/Engr

<b>Proc Folder:</b> 855148			<b>Reason for Modification:</b>
<b>Doc Description:</b> EOI -Pell Road Doser Upgrade			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-03-19	2021-04-20 13:30	CEOI 0313 DEP2100000005	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :**  
**Address :**  
**Street :**  
**City :**  
**State :** **Country :** **Zip :**  
**Principal Contact :**  
**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

Vendor  
 Signature X

FEIN#

DATE

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

**ADDITIONAL INFORMATION**

Addendum

Addendum #2 issued to distribute the attached documentation to the vendor community

\*\*\*\*\*

The Acquisitions and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for West Virginia Department of Environmental Protection, Division of Land Restoration, Office of Abandoned Mine Lands and Reclamation (WVDEP-DLR-AML) ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") as defined herein per the attached specifications and terms and conditions.

The mission or purpose of the project for which bids are being solicited is to provide the following design services for the ("Project").

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

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

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	Q&A DEADLINE @ 4:00 PM ET	2021-04-07



## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

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

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

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

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

**Other:** See attached \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.



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

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

**10. [Reserved]**

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

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

Revised 03/15/2021



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

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

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

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

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

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

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

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

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

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

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

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

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(Name, Title)

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(Printed Name and Title)

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(Address)

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(Phone Number) / (Fax Number)

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(email address)

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

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(Company)

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(Authorized Signature) (Representative Name, Title)

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(Printed Name and Title of Authorized Representative)

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(Date)

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(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

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Company

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Authorized Signature

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Date

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

ABANDONED MINE LANDS (AML) CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement (OSMRE) to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and can be found under OSMRE's regulations at 30 CFR 874.16. **NOTE:** This form must be signed and **dated within 30 days** of submission to be considered for a current bid.

**Part A: General Information**

Business Name: \_\_\_\_\_  
Tax ID #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, & Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Part B: Obtain an Organizational Family Tree (OFT) from the Applicant Violator System (AVS)**

If you plan to certify the existing AVS information or submit updates under Part C, you must include an OFT. To obtain an OFT, you may contact the AVS Office at 800-643-9748 or from the AVS website at: <https://avss.osmre.gov/>. Instructions for how to download an OFT from the AVS can be found at: <https://www.osmre.gov/programs/AVS/aml-instructions.pdf>.

**Part C: Certifying and updating information in the AVS**

Select only one of the following options, follow the instructions for that option, and sign and date below.

I, \_\_\_\_\_, have express authority to certify that:  
(Print Name)

1. Our business is in the AVS and is accurate, complete, and up-to-date. If you select this option, you must attach an Entity OFT from the AVS to this form. Do not complete Part D.
2. Our business is in the AVS but needs to be updated. If you select this option you must attach an Entity OFT from the AVS to this form. Use Part D to provide the missing or corrected information.
3. Our business is not in the AVS and needs to be added. Complete Part D.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title





## AVS OFT Report - 5/5/2021 9:52:37 AM

All OFT's where the selected entity is listed as an entity or related entity

### Entity Selected (247598) Potesta & Associates Inc

Parent Entity	Relationship	Description	Related Entity	% Ownership	Begin Date	End Date
(247598) Potesta & Associates Inc	Vice President		(247600) Dana L Burns		3/7/1997	
(247598) Potesta & Associates Inc	Shareholder		(247600) Dana L Burns	20%	3/7/1997	
(247598) Potesta & Associates Inc	Shareholder		(264075) Peter Potesta	10%	1/1/2021	
(247598) Potesta & Associates Inc	President		(247599) Ronald R Potesta		3/7/1997	
(247598) Potesta & Associates Inc	Shareholder		(247599) Ronald R Potesta	65%	3/7/1997	
(247598) Potesta & Associates Inc	Vice President		(247601) Laidley Eli McCoy		6/7/1997	12/31/2014

**Part D: OFT Information**

Contractor's Business Name: \_\_\_\_\_

If the current Entity OFT information for your business is incomplete in the AVS, or if there is no information in the AVS for your business, you must provide all of the following information as it applies to your business. Please include additional copies of this page if the space below is not sufficient to capture all information.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors, Partners, and Members;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.
- **Please list an end date for any person no longer with your business.**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Begin Date: \_\_\_\_\_  
End Date: \_\_\_\_\_  
% Ownership: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Begin Date: \_\_\_\_\_  
End Date: \_\_\_\_\_  
% Ownership: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Begin Date: \_\_\_\_\_  
End Date: \_\_\_\_\_  
% Ownership: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Begin Date: \_\_\_\_\_  
End Date: \_\_\_\_\_  
% Ownership: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**PAPERWORK REDUCTION STATEMENT**

The Paperwork Reduction Act of 1995 (44 U.S.C 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to range from 15 minutes to one hour, with an average of 30 minutes per response, including time for reviewing instructions, gather and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, 1849 C Street, NW, Room 4559, Washington, DC 20240.

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [ethics.wv.gov](http://ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

***Notary Verification***

State of \_\_\_\_\_, County of \_\_\_\_\_:

I, \_\_\_\_\_, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_