



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 970677

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: DECOTA CONSULTING COMPANY 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: DEP2200000006

Published Date: 12/10/21

Close Date: 1/11/22

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: 970677
Solicitation Description: EOI - Francis Drainage Maintenance
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-01-11 13:30	SR 0313 ESR01102200000004088	1

VENDOR
 000000109612
 DECOTA CONSULTING COMPANY INC

Solicitation Number: CEOI 0313 DEP2200000006
Total Bid: 0
Response Date: 2022-01-11
Response Time: 10:18:24
Comments:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EOI Engineering Design Services				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Commodity Line Comments: Pricing not included as requested in solicitation.

Extended Description:

*Dates of Service are estimated for bidding purposes only.



January 11, 2022

Mr. Joseph E. Hager III
West Virginia Purchasing Division
2019 Washington Street, E.
Capitol Complex Building 15
Charleston, WV 25305

Re: Expression of Interest - Francis Drainage Maintenance

Dear Mr. Hager:

Decota Consulting Company, Inc. (Decota) is pleased to submit our Expression of Interest (EOI) to provide engineering services to the West Virginia Department of Environmental Protection, Division of Land Restoration, Office of Abandoned Mine Lands and Reclamation (WVDEP-DLR-AML). Decota will apply our broad range of natural resource experience and engineering expertise to complete the proposed project in a timely and cost-effective manner.

Decota is a DBE certified West Virginia consulting firm focused primarily on environmental engineering, design-build mitigation projects, and environmental monitoring assessments. Our staff consists of 19 native West Virginians that provide all aspects of project development: baseline assessments, design, permitting, implementation, and monitoring.

Thank you for allowing our firm the opportunity to submit this proposal for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Gatens".

Anthony Gatens, P.E.



Expression of Interest

Francis Drainage Maintenance

Solicitation No. DEP2200000006

January 2022

Submitted by:

DECOTA
CONSULTING COMPANY, INC.

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1 Corporate Personnel Experience

Since 1996, Decota Consulting Company, Inc. (Decota) has completed numerous environmental engineering projects throughout West Virginia. As consultants, we have applied our knowledge and technical skills to assist the mining industry, state government, and fellow environmental engineering firms on a wide array of projects. Our staff includes registered professional engineers, GIS professionals, Rosgen trained stream design specialists, biologists, surveyors, and the technical support staff to ensure success.

We have extensive experience planning underground mining operations, surface mining operations, haul roads, surface drainage features, and water treatment facilities. Decota follows these projects with the appropriate and necessary reclamation, including the design of valley fills and ponds, contour grading to stabilize slopes, and high wall reclamation. Additionally, Decota has an established resume of designing and implementing high-quality stream and wetland mitigation projects.

Relevant project experience:

Client: Southeastern Land, LLC
Project: Twin Branch Surface Mine No. 2
Role: Design, Permitting, NEPA

Client: Greenbrier Smokeless, LLC
Project: Hickory Patch Surface Mine
Role: Design, Permitting, NEPA

Client: Pritchard Mining Company, Inc.
Project: Fourmile Fork Surface Mine
Role: Design, Permitting, NEPA

Client: West Virginia Department of Environmental Protection
Project: McClintic WMA In Lieu Fee Mitigation Project
Role: Design, Permitting, Construction Management

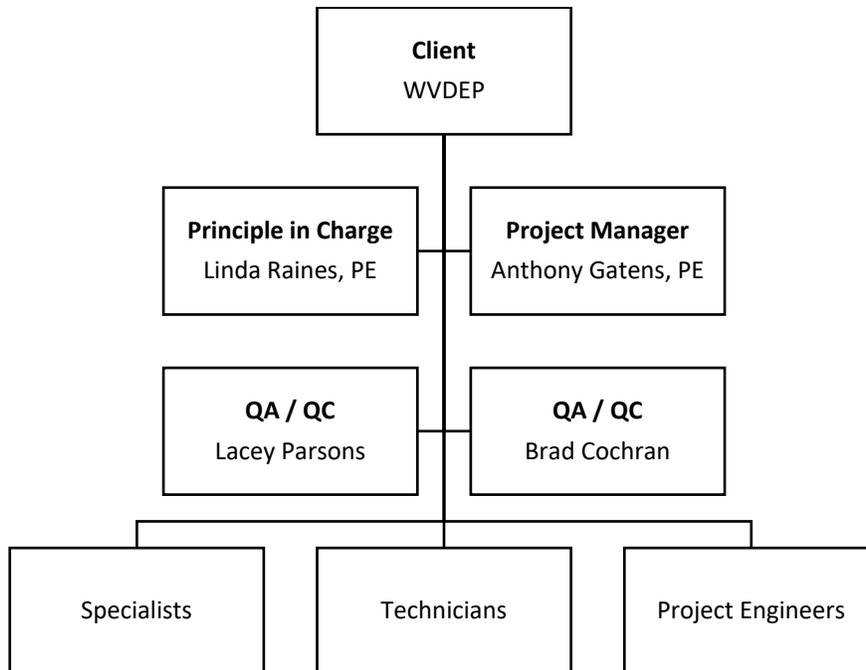
Client: West Virginia Department of Environmental Protection
Project: Mill Creek WMA In Lieu Fee Mitigation Project
Role: Design, Permitting, Construction Management

Client: West Virginia Department of Environmental Protection
Project: Kanawha State Forest In Lieu Fee Mitigation Project
Role: Design, Permitting, Construction Management

2 Proposed Project Management Plan

Anthony Gatens, PE will be the Project Manager for this project and main point of contact. Mr. Gatens has been with Decota since 2008 and is based in our Cross Lanes, WV office. He has over 25 years of project management experience in all aspects of mining related activities. Mr. Gatens will be supported by administrative and technical support staff as necessary. This support staff will include GIS professionals, engineers, biologists, and surveyors. Mr. Gatens will ensure an ongoing comprehensive cycle of communication between our staff and the WVDEP Office of Abandoned Mine Lands and Reclamation.

Organizational Chart



3 Key Personnel

Linda Raines, PE has more than 30 years of experience in mine planning, budgeting, environmental engineering, and permitting. She has held positions within the mining industry ranging from Project Engineer to Senior Planning Engineer and Manager of Permitting and Environmental Affairs. Her experience includes mine development analysis and economic analysis on projects exceeding \$30,000,000 initial capital, spanning twenty years in duration as well as environmental liability assessment.

Anthony Gatens, PE has more than 25 years of experience and is responsible for the management and completion of federal and state permit applications and associated designs and analysis for various surface and underground mining projects. He possesses extensive permitting related experience in the preparation of Surface/Underground Article 3 Permits, NPDES mining and construction permits, 401 Water Quality Certifications, USACE 404 Individual and Nationwide permits, Environmental Information Documents and other permit packages involving combinations of various mining and construction projects. Mr. Gatens is involved in the environmental monitoring and compliance for several of our clients active mining operations.

Lacey Parsons, CPESC has more than 25 years of experience and manages staff involved with stream and wetland permitting, mitigation design, preparation of bid packages for stream and wetland construction projects, construction, construction management, monitoring, and biological assessment. He provides oversight on annual monitoring in excess of 20,000 feet of stream mitigation projects, 150 benthic assessments, and dozens of fisheries assessments each year.

Brad Cochran has more than 20 years of experience and manages staff involved with geographic information systems (GIS), mapping, software development, and technology. He is responsible for site assessments, data management, software development, and provides technical support as needed to facilitate company projects.

4 Proposed Subcontractors

Decota does not propose to utilize any subcontractors on this project.

5 Product Quality Control

Decota will employ multiple layers of quality assurance and quality control throughout the life of the project. In addition to the Project Manager, Lacey Parsons or Brad Cochran will review data and drafting products produced by Decota staff. Linda Raines, PE will be the Principle in Charge and will review all deliverables and final plans.

6 Project Cost Control

Decota will leverage our extensive industry experience to develop site specific and cost effective design plans. We will utilize advanced accounting software to categorize staff hours and expenses to the appropriate project tasks with detailed descriptions. Additionally, we will take advantage of the *Guide for the Preparation of Reclamation Designs* as prepared by the WVDEP Office of Abandoned Mine Lands and Reclamation to increase the efficiency of our design plans and specifications.

7 Project Schedule

Decota will work closely with the WVDEP Office of Abandoned Mine Lands and Reclamation to develop an acceptable project schedule. A proposed preliminary schedule is presented below:

February 2022:	Perform site investigation
March-April 2022:	Design waste areas for deposited metals in existing treatment areas Determine borrow area / material for reclamation area Design passive treatment system rehabilitation/retrofit Design oxidation bed treatment area Design to mitigate AMD drainage Design of drainage conveyances to safely convey water off-site
April-May 2022:	Permitting



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

Proc Folder: 970677		Reason for Modification:	
Doc Description: EOI - Francis Drainage Maintenance			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-12-10	2022-01-11 13:30	CEOI 0313 DEP2200000006	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000109612
 Vendor Name : DECOTA CONSULTING COMPANY, INC.
 Address : 4984 WASHINGTON ST. W.
 Street :
 City : CROSS LANES
 State : WV Country : USA Zip : 25313
 Principal Contact : LINDA RAINES, PE
 Vendor Contact Phone: 304.776.3333 Extension: 104

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X  FEIN# 20-0584612 DATE 1/11/2022

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

ADDITIONAL INFORMATION

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

PROJECT: The mission or purpose of the project for which bids are being solicited is to provide the following design services for the Francis Drainage Maintenance Project.

- .Perform site investigation.
- .Remove existing treatment systems.
- .Design waste areas for deposited metals in existing treatment areas.
- .Determine borrow area / material for reclamation area.
- .Design passive treatment system rehabilitation/retrofit.
- .Design oxidation bed treatment area.
- .Design to mitigate AMD drainage.
- .Design of drainage conveyances, including drainage channels, underdrains, and/or other controls to safely convey water off-site.
- .Condition and revegetate all disturbed areas.

Per the attached specifications and terms and conditions.

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

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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EXPRESSION OF INTEREST

Francis Drainage Maintenance CRQS: DEP22*25

Disclaimer: Effective July 1, 2020, the Purchasing Division will accept electronic proposals for Expressions of Interest via the Vendor Self-Service portal within wvOASIS. Paper submissions after this date are still acceptable.

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1. Table of Contents
2. Section One: General Information
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4. Section Three: Project Specifications
5. Section Four: Vendor Proposal, Evaluation, and Award
6. Section Five: Terms and Conditions
7. Certification and Signature Page

SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisitions and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression of Interest (“EOI” or “Bids”) for the West Virginia Department of Environmental Protection, Division of Land Restoration, Office of Abandoned Mine Lands and Reclamation (WVDEP-DLR-AML), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide the following design services for the Francis Drainage Maintenance Project.
 - Perform site investigation.
 - Remove existing treatment systems.
 - Design waste areas for deposited metals in existing treatment areas.
 - Determine borrow area / material for reclamation area.
 - Design passive treatment system rehabilitation/retrofit.
 - Design oxidation bed treatment area.
 - Design to mitigate AMD drainage.
 - Design of drainage conveyances, including drainage channels, underdrains, and/or other controls to safely convey water off-site.
 - Condition and revegetate all disturbed areas.

EXPRESSION OF INTEREST

Francis Drainage Maintenance CRQS: DEP22*25

3. SCHEDULE OF EVENTS:

Release of the EOI.....	12/10/2021
Written Questions Submission Deadline.	1/03/2022
Addendum Issued	NA
Expressions of Interest Opening Date.....	1/11/2022
Evaluation Committee List of Three Highest Qualified Firms Provided.....	TBD
Estimated Date for Interviews of Three Firms.....	TBD
Price Negotiations Commence with Highest Ranked Firm	TBD

EXPRESSION OF INTEREST

Francis Drainage Maintenance CRQS: DEP22*25

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 07/01/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: 01/03/2022@ 4:00 PM ET

Submit Questions to: Josh Hager
2019 Washington Street, East
Charleston, WV 25305
Email: Joseph.E.HagerIII@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

SEALED BID: EOI - Francis Drainage Maintenance
BUYER: Josh Hager
SOLICITATION NO.: CEOI 0313 DEP2200000001
BID OPENING DATE: See next page
BID OPENING TIME: Se next page
FAX NUMBER: 304-558-3970

Revised 07/01/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus ^{NA} convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 01/11/2022 @ 1:30 PM ET

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

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

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

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

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

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

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

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.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

EXPRESSION OF INTEREST

Francis Drainage Maintenance CRQS: DEP22*25

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background:** Firms are to be licensed Architectural/Engineering Firms (A/E) in the State of West Virginia and should be familiar with and have successful track record of design of similar projects. The anticipated contract will be for “full service” A/E design. Aspects of the design are to include, but not be limited to; Civil, Geological and Hydrological.

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

- Access or accesses as required.
- Geotechnical analysis.
- Hydrologic and hydraulic analyses.
- AMD passive treatment system.
- Oxidation bed design.
- Clear and grub affected areas.
- Regrade as necessary.
- Install drainage channels, underdrains, and/or other controls to safely convey water off-site.
- Condition and revegetate all disturbed areas.
- Obtain required permits as determined at the Pre-Design meeting.

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

Location: The Project location is near Francis in Harrison County close to Harrison / Marion County line.

The project site is on private property behind a locked farm gate. A site visit will be performed with the Highest Scoring Vendor during the Negotiation Phase of this solicitation.

- 2. Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:
 - 2.1.** Develop construction plans and technical specifications to rehabilitate and retrofit the passive treatment facility at the abandoned mine lands project area known as Francis Drainage Maintenance.

EXPRESSION OF INTEREST

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- 2.2. Design plans and develop specifications to control any associated water with the site, including but not limited to oxidation bed design to replace current treatment facilities.
 - 2.3. Design plans and develop specifications for limits of disturbance, storm water control and erosion and sediment prevention. All disturbed areas are to be regraded and revegetated.
 - 2.4. Design plans and develop specifications for all conditions encountered on the project sites.
3. **Qualifications, Experience, and Past Performance:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and the project goals and objectives and how they were met.

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

AML Consultant Qualification Questionnaire (CQQ) should be completed and submitted with Vendor's submitted response to be eligible (**See Attachment "A"**).

AML and Related Project Experience Matrix (RPEM) should also be completed and submitted with Vendor's submitted response to be eligible (**See Attachment "B"**).

4. **Oral Presentations/Interviews:** The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted proposal, but only clarify information already submitted. A description of the materials and information to be presented is provided below:

4.1. **Materials and Information Required at Oral Presentation/Interviews:**

An Oral Presentation will be conducted with the three firms selected as the most qualified by the WVDEP Selection Committee. The Committee will schedule the interviews. The format for the interviews will be a 15–30-minute PowerPoint presentation consisting, at a minimum, of the following:

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- Corporate/personnel experience as it relates to the project or projects
- Proposed project management plan
- Key personnel available for the proposed work
- Proposed subcontractors (mapping, geotechnical, etc.)
- Product quality control
- Project cost control
- Project Schedule

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with W.Va. Code §5G-1-3. That Code section requires the following related to evaluation and award:
 - 3.1. **Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
 - 3.1.1. Evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
 - 3.1.2. Conduct interviews with each of the three firms selected.
 - 3.1.3. Rank the three selected firms in order of preference
 - 3.1.4. And commence scope of service and price negotiations with the highest

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qualified professional firm.

If negotiations are successful, the contract documents will be forwarded to the WV Purchasing Division for review and approval, and then to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified at a fee determined to be fair and reasonable, the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached, or the solicitation is cancelled.

3.2. Three Firm Evaluation Rankings: The Agency will evaluate the three firms that have been determined most qualified to perform the desired service. The evaluation criteria are defined in the Procurement Specifications section and based on a 100-point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- Qualifications, Experience, and Past Performance (35) Points Possible
 - Goals and Objectives: –
Anticipated Concepts and Methods of Approach (30) Points Possible
 - Oral Interview (35) Points Possible
- Total** 100

3.3 Contractor Information Form (AVS): Vendor must complete an AVS (Applicant Violator System) form to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement. This requirement applies to contractors and their sub-contractors and is found under OSMRE's regulations at 30 CFR 874.16. Vendor must sign and date it. Form must be completed within 30 days of award to be considered for award. The completion of the form will be requested by the Agency after evaluation and prior to award of the purchase order.

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SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: 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 One thousand ninety-five (1,095) days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion 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 _____
Revised 07/01/2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

9. WORKERS' COMPENSATION INSURANCE: 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.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <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. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

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

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

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a 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.

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

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

**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.



(Name, Title)
Anthony Gatens, Division Manager

(Printed Name and Title)
4984 Washington St. W. Cross Lanes, WV 25313

(Address)
304.776.3333 / 304.776.3371

(Phone Number) / (Fax Number)
anthonygatens@decotaconsulting.com

(email address)

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Decota Consulting Company, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

David Raines, Vice President

(Printed Name and Title of Authorized Representative)

1/11/2022

(Date)

304.776.3333 / 304.776.3371

(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:

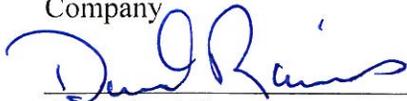
(Check the box next to each addendum received)

- | | |
|---|--|
| <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.

Decota Consulting Company, Inc.

Company



Authorized Signature

1/11/2021

Date

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

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

Attachment "A"

PROJECT NAME FRANCIS DRAINAGE MAINTENANCE		DATE (DAY, MONTH, YEAR) 11, 1, 2022	FEIN 20-0584612
1. FIRM NAME DECOTA CONSULTING COMPANY, INC.		2. HOME OFFICE BUSINESS ADDRESS 4984 WASHINGTON ST. W. CROSS LANES, WV 25313	3. FORMER FIRM NAME
3. HOME OFFICE TELEPHONE 304.776.3333	5. ESTABLISHED (YEAR) 1996	6. TYPE OWNERSHIP Individual (Corporation) Partnership Joint-Venture	6a. WV REGISTERED DBE (Disadvantaged Business Enterprise) (YES) NO
7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE 4984 WASHINGTON ST W. CROSS LANES WV 25313 / 304.776.3333 / LINDA RAINES, PE / 2			
8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM LINDA RAINES, PE / DAVID RAINES		8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS	
9. PERSONNEL BY DISCIPLINE			
2 ADMINISTRATIVE	0 ECOLOGISTS	0 LANDSCAPE ARCHITECTS	0 STRUCTURAL ENGINEERS
0 ARCHITECTS	0 ECONOMISTS	0 MECHANICAL ENGINEERS	1 SURVEYORS
5 BIOLOGIST	0 ELECTRICAL ENGINEERS	1 MINING ENGINEERS	0 TRAFFIC ENGINEERS
2 CADD OPERATORS	0 ENVIRONMENTALISTS	0 PHOTOGRAMMETRISTS	2 OTHER
0 CHEMICAL ENGINEERS	0 ESTIMATORS	0 PLANNERS: URBAN/REGIONAL	
1 CIVIL ENGINEERS	0 GEOLOGISTS	0 SANITARY ENGINEERS	
3 CONSTRUCTION INSPECTORS	0 HISTORIANS	0 SOILS ENGINEERS	
1 DESIGNERS	1 HYDROLOGISTS	0 WRITERS	19 TOTAL PERSONNEL
0 DRAFTSMEN			
TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: <u>2</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 checked="" type="checkbox"/> NO			

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

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

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

(YES) Description and Number of Projects: We have extensive experience planning mining operations, surface drainage features, and water treatment facilities. We follow these projects with the appropriate and necessary reclamation. Additionally. We have an established resume of designing and implementing high-quality stream and wetland restoration projects. (Number of projects: 10+)

B. Is your firm experienced in Soil Analysis?

(YES) Description and Number of Projects: We have extensive experience planning mining operations, surface drainage features, and water treatment facilities. We follow these projects with the appropriate and necessary reclamation. Additionally. We have an established resume of designing and implementing high-quality stream and wetland restoration projects. (Number of projects: 10+)

C. Is your firm experienced in hydrology and hydraulics?

(YES) Description and Number of Projects: We have extensive experience planning mining operations, surface drainage features, and water treatment facilities. We follow these projects with the appropriate and necessary reclamation. Additionally. We have an established resume of designing and implementing high-quality stream and wetland restoration projects. (Number of projects: 10+)

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

(YES) Description and Number of Projects: Decota staff includes licensed drone operator that we utilize to capture orthophotography and point cloud data. (Number of projects: 10+)

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

(YES) Description and Number of Projects: We have extensive experience planning mining operations, surface drainage features, and water treatment facilities. We follow these projects with the appropriate and necessary reclamation.

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

(YES) Description and Number of Projects: We have extensive experience planning mining operations, surface drainage features, and water treatment facilities. We follow these projects with the appropriate and necessary reclamation.

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.) RAINES, LINDA, N.	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE: 30+	YEARS OF AML RELATED DESIGN EXPERIENCE: 30+	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE: 30+
Brief Explanation of Responsibilities PRINCIPLE IN CHARGE. PROJECT DESIGN, PERMITTING, QUALITY ASSURANCE, QUALITY CONTROL			
EDUCATION (Degree, Year, Specialization) BS, 1978, Natural Science & Math BSCE, 1983, Civil Engineering MS, 2003, Environmental Engineering			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS SME, ASCE		REGISTRATION (Type, Year, State) PROFESSIONAL ENGINEER, 1991, WEST VIRGINIA PROFESSIONAL ENGINEER, 2013, ILLINOIS	

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.) GATENS, ANTHONY, B.	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE: 25+	YEARS OF AML RELATED DESIGN EXPERIENCE: 25+	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE: 25+
Brief Explanation of Responsibilities PROJECT MANAGER. PROJECT DESIGN AND PERMITTING.			
EDUCATION (Degree, Year, Specialization) BS, 1993 MINING ENGINEERING MS, 2003, ENVIRONMENTAL ENGINEERING			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS ASCE		REGISTRATION (Type, Year, State) PROFESSIONAL ENGINEER, 2000, WEST VIRGINIA	

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

EQUIPMENT

DELL WORKSTATION COMPUTERS
TRIMBLE S6 ROBOTIC TOTAL STATION
TOPCON GPT-3000LW PULSE TOTAL STATION
SOKIA GRX2 GPS
DJI PHANTOM 3 DRONE

SOFTWARE

MICROSOFT WORD
MICROSOFT EXCEL
ADOBE ACROBAT
AUTOCAD
AUTOCAD CIVIL 3D
CARLSON CIVIL / MINING
ESRI ARCGIS

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
Lakin State Farm WVDEP ILF Mitigation Program	WV DEP DWWM 601 57 th St. E. Charleston, WV 25304	Design, Permitting, Construction Management	\$2.2 M	98%
McClintic WMA WVDEP ILF Mitigation Program	WV DEP DWWM 601 57 th St. E. Charleston, WV 25304	Design, Permitting, Construction Management	\$0.9 M	99%
Mill Creek WMA WVDEP ILF Mitigation Program	WV DEP DWWM 601 57 th St. E. Charleston, WV 25304	Design, Permitting, Construction Management	\$2.7 M	99%
Kanawha State Forest WVDEP ILF Mitigation Program	WV DEP DWWM 601 57 th St. E. Charleston, WV 25304	Design, Permitting, Construction Management	\$0.5 M	85%
Lynn Branch Mine No. 2	Aracoma Coal Company, LLC P.O. Box 1120 119 North South Road Holden, WV 25625	Design, Permitting	20.5 M	99%
South Branch Surface Mine	Coal-Mac, LLC P.O. Box 1050 Holden, WV 25625	Design, Permitting	\$110.6	99%
Winchester No. 2 Gas Mine	Panther Creek Mining 250 W. Main Street, Su. 2000 Lexington, KY 40507	Design, Permitting	20 M	75%
TOTAL NUMBER OF PROJECTS: 7			TOTAL ESTIMATED CONSTRUCTION COSTS: \$ 157 M	

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
Corridor H Kerens to Parsons, Section 1	Environmental Assessments, Permitting, NEPA	WVDOH 1900 Kanawha Blvd. E Charleston, WV 25305	2023	\$211.0 M	\$0.6 M
Corridor H Rt. 219 to 72 Interchange, Section 2	Environmental Assessments, Permitting, NEPA	WVDOH 1900 Kanawha Blvd. E Charleston, WV 25305	2024	\$175.0 M	\$0.5 M
Jefferson Road Upgrade	Environmental Assessments, Permitting, NEPA	WVDOH 1900 Kanawha Blvd. E Charleston, WV 25305	2024	\$47.0 M	\$0.1 M
Tri-State Airport Mitigation Project	Survey, Environmental Assessment	Kimley-Horn 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	2026	\$1.0 M	\$0.1 M
CRW Runway Extension/Safety Area EIS	Environmental Assessments, NEPA	Federal Aviation Admin. C/O Yeager Airport Director 100 Airport Road, Suite 175, Charleston, WV 25311.	2024	Negotiated Contract	\$0.3 M

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)
Fourmile Fork Surface Mine No. 2 <i>Design/Permitting/NEPA</i>	Tyler Morgan, LLC PO Box 3301 Charleston, WV 25333	\$465.0 M	Multi Year	Yes
Bull Creek Surface Mine <i>Design/Permitting/NEPA</i>	Pritchard Mining Co, Inc. PO Box 3311 Charleston, WV 25333	\$67.5 M	Multi Year	Yes
Dry Branch Surface Mine <i>Design/Permitting/NEPA</i>	Pritchard Mining Co, Inc. PO Box 3311 Charleston, WV 25333	\$97.5 M	Multi Year	Yes
Fourmile Fork Surface Mine <i>Design/Permitting/NEPA</i>	Pritchard Mining Co, Inc. PO Box 3311 Charleston, WV 25333	\$357.5 M	Multi Year	Yes
Sandlick Surface Mine <i>Design/Permitting/NEPA</i>	ERP Environmental Fund, Inc. P.O. Box 87 Natural Bridge, VA 24578	\$167.5 M	Multi Year	Yes
Pollock Knob Surface Mine No. 1 <i>Design/Permitting/NEPA</i>	Greenbrier Smokeless, LLC 100 Bill Baker Way Beckely, WV 25801	\$202.5 M	Multi Year	Yes
Various Projects <i>Design/Permitting/NEPA</i>	Arch Coal, Inc. P.O. Box F. Sharples, WV 25183	\$250.0 M	Multi Year	Yes
Twin Branch Surface Mine No. 2 <i>Design/Permitting/NEPA</i>	Southeastern Land, LLC P.O. Box 190 Lovely, KY 41231	\$762.5 M	Multi Year	Yes
Duo Surface Mine <i>Design/Permitting/NEPA</i>	Greenbrier Smokeless, LLC 100 Bill Baker Way Beckely, WV 25801	\$59.8 M	Multi Year	No
Hickory Patch Surface Mine <i>Design/Permitting/NEPA</i>	Greenbrier Smokeless, LLC 100 Bill Baker Way Beckely, WV 25801	\$65.5 M	Multi Year	No
Trace Fork Mitigation Project <i>Design/Permitting/NEPA</i>	RES, LLC 137 1/2 Main St., Suite 210 Oak Hill, WV 25901	\$0.1 M	2012	Yes
Green Bottom WMA WVDEP ILF Mitigation Program <i>Design/Permitting/NEPA</i>	WV DEP DWMM 601 57 th St. E. Charleston, WV 25304	\$0.5 M	2020	Yes

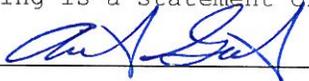
18. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM HAS BEEN A SUB-CONSULTANT TO OTHER FIRMS (INDICATE PHASE OF WORK FOR WHICH YOUR FIRM WAS RESPONSIBLE)

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST OF YOUR FIRM'S PORTION	YEAR	CONSTRUCTED (YES OR NO)	FIRM ASSOCIATED WITH
Cline Run Mitigation Bank Environmental Assessments, Survey, Permitting, NEPA	Ecosystem Planning and Restoration, LLC 17442 North Eldridge Pky Tomball, TX 77377	\$2.0 M	2016	YES	\$0.1 M
Laurel Fork Stream Enhancement Environmental Assessments, Survey, Permitting, NEPA	Ecosystem Planning and Restoration, LLC 17442 North Eldridge Pky Tomball, TX 77377	\$1.0 M	2016	YES	\$0.1 M
Beech Fork State Lodge Environmental Assessments, Survey, Permitting, NEPA	E.L. Robinson 5088 Washington St. West Charleston, WV 25313	\$0.1 M	2015	NO	\$0.1 M

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.

20. The foregoing is a statement of facts.

Signature: _____



Title: Division Manager

Date: 1/11/2022

Printed Name: Anthony Gatens

AML and RELATED PROJECT EXPERIENCE MATRIX

PROJECT	Exp. Basis C=Corp. P=Personnel	Additional Info Provided in Section (s) **	PROJECT EXPERIENCE REQUIREMENTS															PRIMARY STAFF PARTICIPATION/CAPACITY *** M=Management P=Professional				
			Abandoned Surface Mine Reclamation	Abandoned Deep Mine Reclamation	Portal/Shaft Closure	Hydrologic/Hydraulic Design/Eval.	Remining Evaluation	Mine/Refuse Fire Abatement	Subsidence Investigation Mitigation	Hazardous Waste Disposal	Project Specifications	Water Quality Evaluation/Mitigation/ Replacement	Construction Inspection/Management	Water Treatment	Equipment/Structure Removal	Stream Restoration	Geotechnical/Stability	Anthony Gatens (P)	Linda Rames (M)			
Fourmile Fork Surface Mine	C					X		X		X	X	X	X	X		X	X	X				
Hickory Patch Surface Mine	C		X			X	X	X		X	X	X	X	X		X	X	X				
Duo Surface Mine	C		X			X	X	X		X	X	X	X	X		X	X	X				
Bull Creek Surface Mine	C					X	X	X		X	X	X	X	X		X	X	X				
Dry Branch Surface Mine	C		X			X	X	X		X	X	X	X	X		X	X	X				
South Branch Surface Mine	C					X		X		X	X	X	X	X	X	X	X	X				
Lynn Branch Mine No. 2	C				X	X		X		X	X	X	X	X		X	X	X				
Lakin State Farm ILF	C					X				X	X	X		X	X		X	X				
McClintic WMA ILF	C					X				X	X	X		X	X		X	X				
Mill Creek WMA ILF	C					X				X	X	X		X	X		X	X				
Kanawha State Forest ILF	C					X				X	X	X		X	X		X	X				
Glade Farms Mitigation Bank	C					X				X	X	X		X	X		X	X				
Howdershelt Mitigation Bank	C					X				X	X	X		X	X		X	X				

* 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.
 Attachment "B"

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 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: Decota Consulting Company, Inc.
 Tax ID #: 20-0584612
 Address: 4984 Washington St. W.
 City, State, & Zip: Cross Lanes, WV 25313
 Phone Number: 304.776.3333
 Email Address: lindaraines@decotaconsulting.com

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. Instructions for downloading an OFT from the AVS can be found at:

<https://www.osmre.gov/resources/forms/OMB1029-0119instructions.pdf>

If you require assistance you may contact the AVS Office by phone at: 800-643-9748, or by email at: avshelp@osmre.gov.

Part C: Certifying and updating information in the AVS

Select one of the options, follow the instructions for the selected option, sign, and date below.

I, David Raines, have express authority to certify that:
 (Print Name)

1. Our business is listed in the AVS. The information 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. The information needs to be updated. (If you select this option, you must attach an Entity OFT from the AVS to this form). Complete Part D to provide the missing or corrected information.
3. Our business is not listed in the AVS. The information needs to be added. Complete Part D to provide the information.

1/11/2022

Date


 Signature

Division Manager

Title

Part D: OFT Information

Contractor's Business Name: Decota Consulting Company, Inc.

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 who is no longer with your business.**

Name: Linda Raines
 Address: 4984 Washington St. W. Cross Lanes, WV 25313
 City, State, Zip: Cross Lanes, WV 25313
 Begin Date: 1997
 End Date: _____
 % Ownership: 51
 Position/Title: President
 Phone Number: 304.776.3333

Name: David Raines
 Address: 4984 Washington St. W.
 City, State, Zip: Cross Lanes, WV 25313
 Begin Date: 2004
 End Date: _____
 % Ownership: 49
 Position/Title: Vice President
 Phone Number: 304.776.3333

Name: _____
 Address: _____
 City, State, Zip: _____
 Begin Date: _____
 End Date: _____
 % Ownership: _____
 Position/Title: _____
 Phone Number: _____

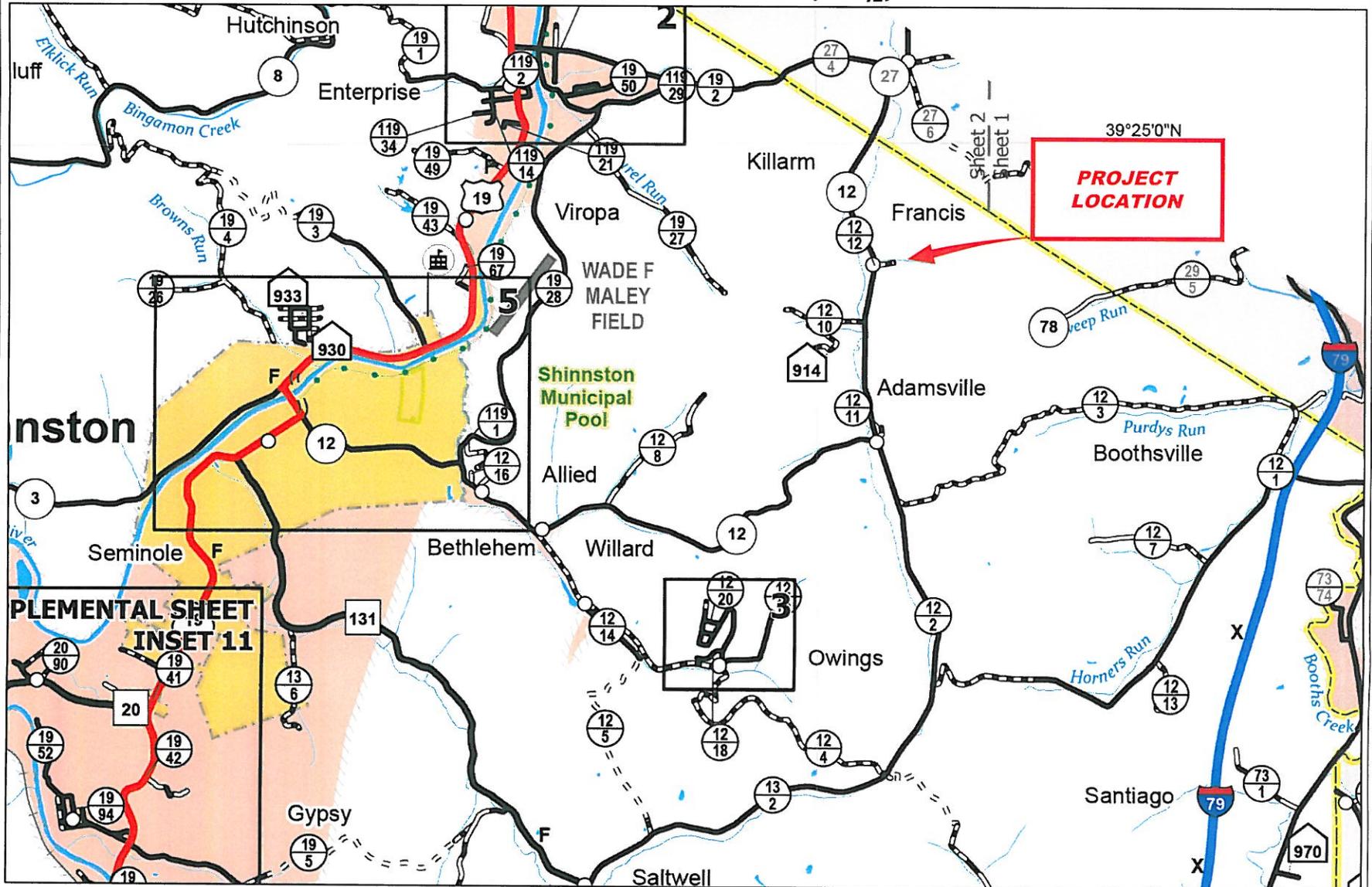
Name: _____
 Address: _____
 City, State, Zip: _____
 Begin Date: _____
 End Date: _____
 % Ownership: _____
 Position/Title: _____
 Phone Number: _____

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.

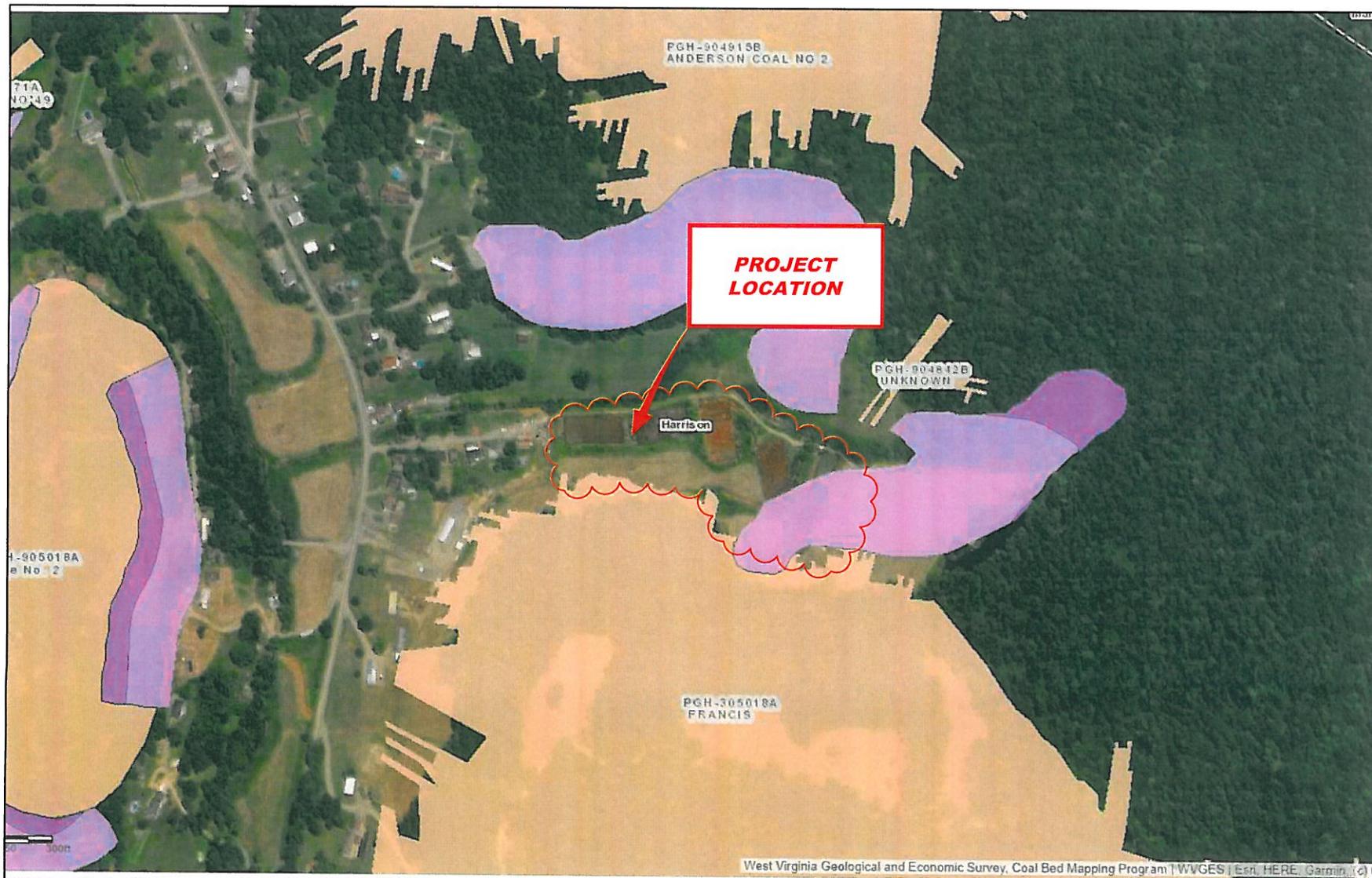
HIGHWAY MAP
FRANCIS DRAINAGE MAINTANENCE (CR $\frac{12}{12}$) WV-



FAIRMONT WEST QUAD
LATITUDE: 39°24'30.5"

HARRISON COUNTY
LONGITUDE: 80°14'32.9"

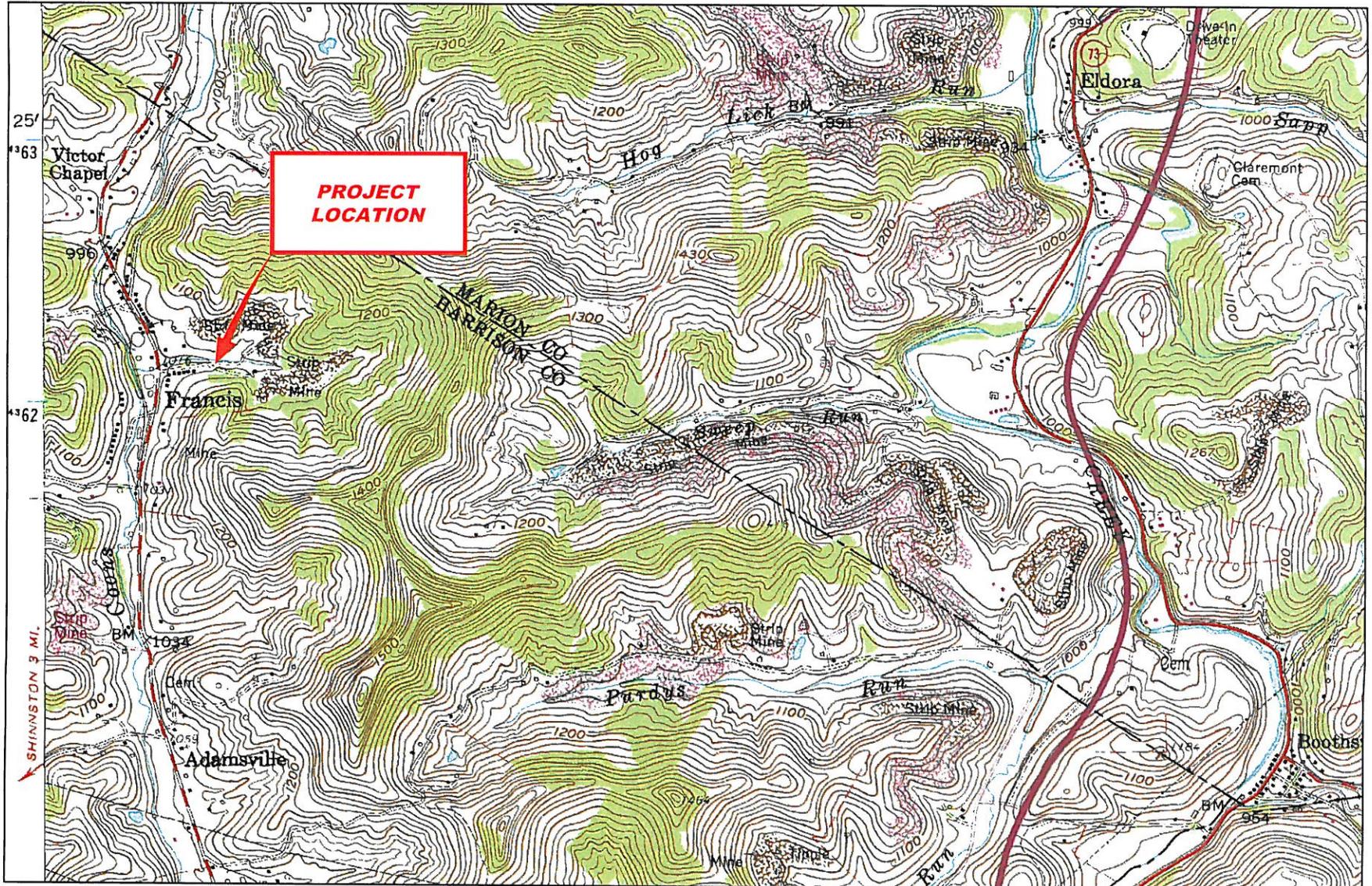
MINE MAP
FRANCIS DRAINAGE MAINTANENCE (CR 12) WV-



FAIRMONT WEST QUAD
LATITUDE: 39°24'30.5"

HARRISON COUNTY
LONGITUDE: 80°14'32.9"

**PROJECT LOCATION MAP - TOPOGRAPHIC MAP
FRANCIS DRAINAGE MAINTANENCE (CR 12) WV-**



**FAIRMONT WEST QUAD
LATITUDE: 39°24'30.5"**

**HARRISON COUNTY
LONGITUDE: 80°14'32.9"**

AERIAL MAP
FRANCIS DRAINAGE MAINTANENCE (CR $\frac{12}{12}$) WV-



FAIRMONT WEST QUAD
LATITUDE: 39°24'30.5"

HARRISON COUNTY
LONGITUDE: 80°14'32.9"

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.

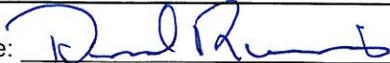
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: Decota Consulting Company, Inc.

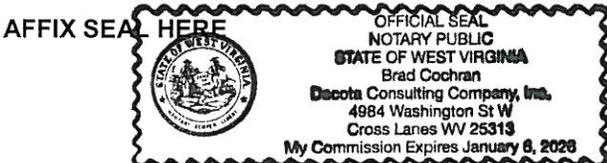
Authorized Signature:  Date: 1/11/2022

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 11 day of January, 2022.

My Commission expires January 6, 2026.



NOTARY PUBLIC 