



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.

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List View

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

Procurement Folder: 1235750	SO Doc Code: CEOI
Procurement Type: Central Contract - Fixed Amt	SO Dept: 0310
Vendor ID: 000000210866	SO Doc ID: DNR2300000005
Legal Name: ALLIANCE CONSULTING INC	Published Date: 6/7/23
Alias/DBA:	Close Date: 6/22/23
Total Bid: \$0.00	Close Time: 13:30
Response Date: 06/21/2023	Status: Closed
Response Time: 17:09	Solicitation Description: A&E - Pendleton Lake Dam Renovations
Responded By User ID: allianceco	Total of Header Attachments: 1
First Name: Braden	Total of All Attachments: 1
Last Name: Hoffman	
Email: bhoffman@aci-wv.com	
Phone: 3042550491	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Professional engineering services				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Commodity Line Comments:

Extended Description:

Design and contract administration services of new dam renovations at Pendleton Lake Dam, Blackwater Falls Resort State Park.



Alliance Consulting, Inc.
Engineers • Constructors • Scientists

June 21, 2023

WEST VIRGINIA DIVISION OF NATURAL RESOURCES

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

Transmittal
Centralized Expression of Interest
A&E - Pendleton Lake Dam Renovations
Solicitation No. CEOI-0310-DNR2300000005
Tucker County, West Virginia

To whom it may concern:

The package herein is in response to the Centralized Expression of Interest (CEOI) issued June 7, 2023 for the A&E - Pendleton Lake Dam Renovations Project. Please find enclosed the CEOI forms and supporting documents for Alliance Consulting, Inc. for consideration.

If you have any questions or require additional information, please let us know.

Respectfully submitted,

ALLIANCE CONSULTING, INC.

Braden A. Hoffman
Senior Vice President/CFO

BAH:kjs



Alliance Consulting, Inc.
Engineers • Constructors • Scientists

SEALED BID: A&E – Pendleton Lake Dam Renovations
VENDOR: Alliance Consulting, Inc.
BUYER: Mr. Josh Hager
SOLICITATION NUMBER: CEOI 0310 DNR2300000005
BID OPENING DATE: 06/22/2023
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304-558-3970

Beckley, WV

Raleigh County Airport Industrial Park
124 Philpott Lane
Beaver, WV 25813-9502
Telephone: (304) 255-0491
Fax: (304) 255-4232

Canonsburg, PA

3 Four Coins Drive, Ste. 100
Canonsburg, PA 15317
Telephone: (724) 745-3630
Fax: (724) 745-3631



CENTRALIZED EXPRESSION OF INTEREST DOCUMENT **SOLICITATION NO.: CEOI 0310 DNR2300000005**

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 - Attachment “A” - Resumes for Key Staff Members
3. Project and Goals
4. Oral Presentations/Interviews

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1. Vendor Identification Number & Licenses
2. Federal Employee Identification Number
3. Proof of Workers Compensation Coverage and Professional Liability Insurance
4. Proof of WV SWAM Small Business Certification

STATE OF WEST VIRGINIA –
PURCHASE DIVISION DOCUMENTS

Solicitation No.: CEOI 0310 DNR2300000005



1. AGENCY EXPRESSION OF INTEREST FORM

The completed Agency Expression of Interest Forms are included on the pages that follow.





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: 1235750			Reason for Modification:
Doc Description: A&E - Pendleton Lake Dam Renovations			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-07	2023-06-22 13:30	CEOI 0310 DNR2300000005	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000210866
Vendor Name : Alliance Consulting, Inc.
Address : 124 Philpott Lane
Street : 124 Philpott Lane
City : Beaver
State : WV **Country :** US **Zip :** 25813
Principal Contact : Ryan P. Cox
Vendor Contact Phone: 304-255-0491 **Extension:** 128

FOR INFORMATION CONTACT THE BUYER

James H Adkins
 (304) 558-3397
 jamie.h.adkins@wv.gov

Vendor
 Signature X

FEIN# 55-0778450

DATE June 21, 2023

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(s) of Interest ("EOI") for The Division of Natural Resources ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") as defined herein.

2.PROJECT: The mission or purpose of the project for which request for qualifications are being solicited is to provide necessary engineering, and other related professional services to design, specify, and provide construction contract administration services for the significant renovations and upgrades to bring the existing Pendleton Lake Dam located at Blackwater Falls State Park, in Tucker County, West Virginia ("Project") into compliance with current Dam Safety requirements per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV 25305 US	DIVISION OF NATURAL RESOURCES BLACKWATER FALLS STATE PARK 1584 BLACKWATER LODGE RD DAVIS WV 26260-0490 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Professional engineering services		

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description:
Design and contract administration services of new dam renovations at Pendleton Lake Dam, Blackwater Falls Resort State Park.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
DNR2300000005	Final	A&E - Pendleton Lake Dam Renovations	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

2. SOLICITATION/EXPRESSION OF INTEREST DOCUMENT AND CERTIFICATION

The Solicitation/Expression of Interest Document and Certification is included on the pages that follow.





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: 1235750
Doc Description: A&E - Pendleton Lake Dam Renovations
Proc Type: Central Contract - Fixed Amt

Reason for Modification:

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

VENDOR

Vendor Customer Code: 000000210866
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James H Adkins
 (304) 558-3397
 jamie.h.adkins@wv.gov

Vendor
 Signature X

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EXPRESSION OF INTEREST

Pendleton Lake Dam Repairs
Blackwater Falls State Park

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- 2. Section One: General Information**
- 3. Section Two: Instructions to Vendors Submitting Bids**
- 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(s) of Interest (“EOI”) for The Division of Natural Resources (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
- 2. PROJECT:** The mission or purpose of the project for which request for qualifications are being solicited is to provide necessary engineering, and other related professional services to design, specify, and provide construction contract administration services for the significant renovations and upgrades to bring the existing Pendleton Lake Dam located at Blackwater Falls State Park, in Tucker County, West Virginia (“Project”) into compliance with current Dam Safety requirements.

EXPRESSION OF INTEREST

Pendleton Lake Dam Repairs
Blackwater Falls State Park

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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. 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 _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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:

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: 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: 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 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. 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.

23. EMAIL 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 WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

EXPRESSION OF INTEREST

Pendleton Lake Dam Repairs
Blackwater Falls State Park

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background:** The Division of Natural Resources intends to do construction renovations and upgrades to the existing Pendleton Lake Dam located at Blackwater Falls State Park, in Tucker County. Vendors are being solicited to provide necessary professional engineering services to design renovations and provide construction administration. The planned improvements should include an engineering analysis and recommendations to obtain certification of approval with WV Dam Safety Section. The project as currently envisioned will require coordination with the proposed trail improvements. The Owner will request the design team to provide preliminary studies pertaining to design options related to construction cost.

- 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. Goal/Objective 1: Review existing plans and conditions as well as the operation of the structure and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the structure and meet all objectives.

 - 2.2. Goal/Objective 2: As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.

 - 2.3. Goal/Objective 3: Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.

- 3. Qualifications, Experience, and Past Performance:** Vendors must include a statement of qualifications and performance data. The statement of qualifications and performance data may be presented through things like information regarding its employees, such as

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Pendleton Lake Dam Repairs Blackwater Falls State Park

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.

- 3.1. In addition to the above, the Vendor should provide information regarding the following:
 - a. The successful firm or team should demonstrate a clear procedure for communication with the owner during all phases of the project.
 - b. The successful firm or team should demonstrate a history of projects that met the owner's budget and a clear plan to ensure this project can be constructed within the project budget. This plan should be described in detail.
 - c. The successful firm or team should demonstrate a history of projects that have been constructed in the time allotted in the contract documents and a clear plan to ensure this project will be constructed within the agreed construction period. This plan should be described in detail.
 - d. The successful firm or team should demonstrate competent and acceptable experience in all expected professional disciplines necessary for the design and completion of the project.

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:**

The Vendor must be prepared to discuss and clarify required items submitted with the EOI as indicated in Section 2.

EXPRESSION OF INTEREST

Pendleton Lake Dam Repairs
Blackwater Falls State Park

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 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.

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Pendleton Lake Dam Repairs
Blackwater Falls State Park

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 | 40 Points Possible |
| • Goals and Objectives: –
Anticipated Concepts and Methods of Approach | 40 Points Possible |
| • <u>Oral Interview</u> | <u>20 Points Possible</u> |
| Total | 100 |

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Pendleton Lake Dam Repairs
Blackwater Falls State Park

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

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

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

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

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

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

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

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

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) _____

(Address) _____

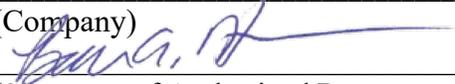
(Phone Number) / (Fax Number) _____

(Email address) _____

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

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

(Company)



(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)

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.

Company



Authorized Signature

Date

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

PROJECT SPECIFICATION DOCUMENTS



PROJECT SPECIFICATION DOCUMENTS

Alliance Consulting, Inc. (Alliance) is submitting this Project Specifications response for the West Virginia Division of Natural Resources (WVDNR) Centralized Expression of Interest (CEOI) issued June 7, 2023 in order to provide professional services for the A&E - Pendleton Lake Dam Renovations (Project) located near Blackwater Falls State Park, Tucker County, WV.

Information contained in this Project Specifications section covers the following request for information identified in the CEOI:

- Section 1 – Background
- Section 2 – Project and Goals
- Section 3 – Qualifications, Experience, and Past Performance
- Section 4 – Oral Presentations/Interviews



1. BACKGROUND

Alliance Consulting, Inc. (Alliance) is a full service multi-disciplinary Civil, Solid Waste, Mining, and Environmental Engineering Consulting firm that was founded in 2001 by individuals with over 100 years of combined industry experience, dating back to 1975. At Alliance, we operate based on a philosophy that places our clients' needs paramount to our planning and business development. Additionally, in today's regulatory setting, we fully understand the need to balance environmental concerns and regulations with business realities. Since 2001, we have been providing a full range of engineering, environmental, field construction testing and inspection, laboratory materials testing analysis, surveying, and permitting services to a variety of clients, including both private industry and the public sector, as well as private landowners. Our engineers, biologists, ecologists, environmental professionals, technicians, inspectors, surveyors, and support staff provide turnkey project solutions. We are capable of taking a project from its initial planning stages through construction completion.

Alliance is a West Virginia owned entity, and is currently a West Virginia SWAM certified small business.

Alliance is capable of meeting your design needs including but not limited to:

- Review available design/as-built plans of the existing dam.
- Conduct site assessment of existing conditions of the dam and appurtenances.
- Complete preliminary engineering and environmental analyses to provide efficient rehabilitation options to present to the Agency for review.
- Prepare preliminary construction estimates for rehabilitation options.
- Provide designs consistent with your needs and consistent with current regulatory requirements.
- Communicate design and construction progress with you and relay status with respect to budget.
- Provide construction monitoring services to ensure project specifications are met to function as designed.



2. PROJECT AND GOALS

Our response to the project goals and objectives as identified in the CEOI are listed below:

Goal/Objective 1. Review existing plans and conditions as well as the operation of the structure and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the structure and meet all objectives.

Alliance Response: Alliance will conduct a thorough review of any available existing Design and As-Built plans. We will also conduct a site assessment to review the current conditions of the dam and it's operation, and all associated structures. Alliance routinely completes these tasks for many of our projects. Preliminary review of plans and site assessment will provide us with the ability to review a number of potential rehabilitation options with the Agency that will minimize disruption to the operation of the structure and to the public, and meets the needs of the Agency. We are sensitive to the needs of the Project to be designed around protection of aquatic life during the Project.

Goal/Objective 2: As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.

Alliance Response: Alliance has a wide experience with the design of earthen dams. Alliance has currently completed four plans for dams in a similar situation which need brought into current compliance with the WVDEP Dam Safety Regulations. Alliance is currently working with two other dam owners to bring their facilities into compliance in accordance with current regulations. Alliance has extensive design experience that meet current regulations and we routinely work the the WVDEP Dam Safety Section on a great number of projects. Alliance will provide all necessary Engineering analyses to determine the current abilities of the dam and prepare designs, specifications, and construction documents to complete the Project. Alliance will provide any Environmental assessments required for the design to obtain any necessary permits for construction. We will focus design efforts to minimize disruption to the park, and meet the needs of park activities while being conscious of budget constraints.

Goal/Objective 3: Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.

Alliance Response: Alliance engineers routinely provide full construction plans, drawings, specifications, and construction contract bid documents for our designs. We are more than pleased to



provide any assistance to the WVDNR with conducting pre-bid meetings, providing answers to bid questions and issuing addendum, and selecting qualified bidders. Alliance will attend/conduct pre-construction meetings with the selected contractor to insure that project specifications and goals are clear prior to construction. Alliance can provide field technicians and engineers to monitor construction activities to insure contractors efforts meet the specifications and goals set forth in the design plans.



3. QUALIFICATIONS, EXPERIENCE, AND PAST PERFORMANCE

We pride ourselves on using our talents and experience to provide you with exceptional results.

Alliance has the experience to assist you with design plans, analysis, drawings, specifications, and permitting. Our experience encompasses many stages of the project, and therefore allows us to provide the comprehensive requirements for your project. Our Engineering, Environmental, Construction Monitoring, and Surveying teams have provided services on numerous state, municipal, and federal projects through the state of West Virginia and other states, including but not limited to Illinois, Ohio, and Pennsylvania. Alliance works with our clients to meet their needs for each project with specific goals and designs tailored to each situation.

Resumes for key individuals that may be involved with this project have been included hereafter within this document. These resumes give examples of project experience which indicate our ability to complete the Project goals.

Claudio E. Yon, P.E.

Ryan P. Cox, P.E.

Ronald L. Fama, P.E.

Brian W. Matherly

Harold L. Owens, P.E.

Brian C. Shorts, P.E.

Daniel R. Shorts, P.E.

Bethany L. Wolfe

- Alliance always seeks to obtain an understanding of our client's needs and objectives at the beginning of every project, and coordinates all designs and construction plans and activities with the designated point of contact. Alliance will assign one project manager to the project to coordinate all actions through the WVDNR, Alliance employees, and any stakeholders such as any necessary subcontractors, any approved contractors for construction, and WVDEP personnel as needed.
- Alliance seeks to meet the budget constraints of every project and we are sensitive to the needs of cost associated with each project. Alliance has worked to provide designs which pushed the boundaries of traditional design technology to utilize cutting edge industry products to provide safe, budget focused designs such as our projects at Lake Stephens in Surveyor, WV, Flat Top Lake in Ghent, WV, and Wallace Dam in Beverly, WV to name a few. The following are examples of how Alliance will work to keep the Project on budget:
 - Alliance uses current industry software for all aspects of your Project to create efficient workflows to complete designs and control engineering costs.
 - Alliance researches materials and designs and works with general contractors for considerations to reduce projects costs.
 - Alliance will attend/conduct pre-bid and pre-construction meetings to ensure contractors understand the scope of the Project.



- Alliance works with contractors to select alternative equivalent materials, when needed, to reduce construction costs or time constraints.
 - Field engineers may make changes to construction operations during construction to control overall costs and coordinate potential revisions with the WVDEP to ensure modifications are always acceptable to the Dam Safety Section.
 - Alliance utilizes project management software that allows managers to track project performance in near real time to control costs.
- Alliance strives to keep construction projects on schedule and to complete them on time. The following are examples of how Alliance will work to keep the Project on budget:
 - Alliance will gain an understanding of the needs of the WVDNR and park operations to understand any critical schedules of the park to minimize disruption to the public.
 - Alliance prepares bid-documents on behalf of our client which stresses the needs of the schedule of the project and can define liquidated damages owed due to the contractor being unable to complete the project within the required time defined in the contracts if desired.
 - Alliance will ensure that bidders understand the need of delivering a project on time and will reiterate project schedules with the successful bidder.
 - Alliance field engineers and technicians will work with contractors on site to provide assistance and recommendations to keep the project on schedule and in conformance with design specifications.
 - Alliance will provide as-built review of construction and prepare all documents to certify that construction and operation have been completed to meet dam safety requirements.
 - Our staff maintains all licenses, training and qualifications to regularly work on projects similar to this. Resumes for the list of individuals previously referenced detail our professional disciplines and certifications necessary to complete the Project. The resumes can be found as Attachment A in this CEOI.
 - Below is a reference to recent similar projects completed by Alliance:

Project: Flat Top Lake Dam, Ghent, WV

Type: Modification

Project Goal: Bring existing spillway into compliance with current dam safety regulations, upgrade emergency spillway system

Project Manager: Claudio E. Yon, 304-255-0491 x 114, cyon@aci-wv.com

Owner Reference: Flat Top Lake Association, Bob Perkinson Jr., 304-320-5255, perkinbob@yahoo.com

Project: Lake Stephens, Surveyor, WV

Type: Modification

Project Goal: Bring existing spillway into compliance with current dam safety regulations, upgrade spillway system, extend primary spillway drain, address maintenance items

Project Manager: Ryan P. Cox, 304-255-0491 x 128, rcox@aci-wv.com



Owner Reference: Raleigh County Parks and Recreation Authority, Molly Williams, 304-254-8371, mwilliams@raleighcounty.com

Project: Wallace Dam, Beverly, WV

Type: Modification

Project Goal: Bring existing spillway into compliance with current dam safety regulations, improve stability of dam, upgrade spillway system

Project Manager: Brian W. Matherly, 304-255-0491 x 130, bmatherly@aci-wv.com

Owner Reference: Jay Wallace, 304-439-0728

Project: CTS Impoundment, Tenmile, WV

Type: Modification

Project Goal: Bring existing spillway into compliance with current dam safety regulations, raise existing crest to continue utilizing existing spillway

Project Manager: Ryan P. Cox, 304-255-0491 x 128, rcox@aci-wv.com

Owner Reference: Arch Coal, Dustin Kimble, 304-265-9778, dkimble@archrsc.com

Project: Summers Lake, Akin, IL

Type: Modification

Project Goal: Pre-mining conditions documented. Project affects of mining beneath lake, and proposed corrective measure due to subsidence.

Project Manager: Claudio E. Yon, 304-255-0491 x 114, cyon@aci-wv.com

Project: Williamson Energy Coal Refuse Disposal Area No. 1, Johnston City, Illinois

Type: Undermining, Monitoring, and Modification

Project Goal: Evaluate the pre-mining condition of the facility. Project affects of mining beneath the impoundment. Design and implement monitoring plan to be implemented during mining. Design corrective measures to repair and rehabilitate the facility post subsidence.

Project Manager: Harold Owens, 304-255-0491 x 136, howens@aci-wv.com

Owner Reference: Foresight, James Plumley, 618-694-3739, jplumley@foresight.com

Project: Bear Rock Lakes WMA, Wheeling, West Virginia

Type: Undermining, Monitoring, and Modification

Project Goal: Evaluate the pre-mining condition of the facility. Project affects of mining beneath the impoundment. Design and implement monitoring plan to be implemented during mining. Design corrective measures to repair and rehabilitate the facility post subsidence.

Project Manager: Ryan Cox, 304-255-0491 x 128, rcox@aci-wv.com

Owner Reference: Evan Midler

Project: Christopher Pond, Cameron, West Virginia

Type: Undermining, Monitoring, and Modification

Solicitation No.: CEOI 0310 DNR2300000005



Project Goal: Evaluate the post-mining condition of the private lake/dam. Determine affects of mining beneath the impoundment. Design corrective measures to repair and rehabilitate the facility post subsidence.

Project Manager: Ryan Cox, 304-255-0491 x 128, rcox@aci-wv.com

Owner Reference: Chad Roberts

Project: Grave Creek Stormwater Control Dams, Cameron, West Virginia

Type: Undermining, Monitoring, and Modification

Project Goal: Evaluate the pre-mining condition of the facility. Project affects of mining beneath the impoundment. Design and implement monitoring plan to be implemented during mining. Design corrective measures to repair and rehabilitate the facility post subsidence.

Project Manager: Ryan Cox, 304-255-0491 x 128, rcox@aci-wv.com

Owner Reference: Paul Magee

Additionally, Alliance has designed and permitted over 15 freshwater or mine tailings earthen dams to meet all state, federal, and dam safety regulations in our recent history.



ATTACHMENT A
RESUMES FOR KEY STAFF MEMBERS





Alliance Consulting, Inc.
Engineers • Constructors • Scientists

CLAUDIO E. YON, P.E.

President

Degrees Held:

B.S., Civil Engineering, West Virginia Institute of Technology, 1978
18 Hours completed toward MBA

Professional Registrations:

Professional Engineer: West Virginia, Virginia, Kentucky, Pennsylvania, Tennessee,
Ohio, Maryland, Illinois, Wisconsin
Professional Surveyor: West Virginia

Professional Organizations:

American Society of Civil Engineers
West Virginia Coal Association

General Background:

May 1990 to Present: President Alliance Consulting, Inc. [(formerly Almes & Associates, Inc., Consulting Engineers Vice President)], Beckley, West Virginia.

Mr. Yon is responsible for the design and overseeing and preparation of plans and specifications for various civil, mining, and environmental engineering and surveying projects for the company. Mr. Yon is the "Surveyor-in-Charge" for the company. The projects consist of the design of solid waste facilities, commercial development site designs, mine sites, preparation plant sites and coal refuse disposal facilities. Preparation of plans, specifications, bid documents, and permit applications for private, state and federal agencies to construct and operate these facilities. Preparation of environmental site assessments and due diligence for acquisitions of industrial and commercial properties. The company also provides construction monitoring services including surveying, soils testing and concrete testing. Surveying services include residential and commercial property surveys, topographic mapping, construction stakeout, and gas well surveys. Preparation of permit applications for deep mines, surface mines, preparation plants, and coal refuse disposal facilities. Rehabilitation of freshwater recreational dams to bring them into compliance with state rules and regulations.

1987 - 1990: Environmental Engineer, M.A.E. Services, Inc., Beckley, West Virginia.

Mr. Yon's duties included the design and supervision of design of civil engineering projects necessary for the construction and operation of deep mines, coal preparation

Beckley, WV
Raleigh County Airport Industrial Park - 124 Philpott Lane
Beaver, WV 25813-9502
Telephone: (304) 255-0491

plants, and coal refuse disposal facilities. The work included site layout, foundation design, water and wastewater design, acid mine drainage treatment design, and refuse impoundment design. Duties also included obtaining the necessary state and federal regulatory agency approvals for these facilities.

1981 - 1987: Environmental Engineer, Westmoreland Coal Company, West Virginia Operations, Tams/Clothier, West Virginia.

Duties consisted of the supervision and design of civil engineering projects necessary for the construction and operation of deep mines, coal preparation plants, and refuse disposal facilities for Westmoreland Coal Company, West Virginia Operations. This included site layout, foundation design, water and wastewater design, acid mine drainage treatment design, and refuse impoundment design. Duties also included the preparation and supervision of designs required for obtaining the necessary state and federal regulatory authority approval for impoundments, mining facilities, and water/wastewater treatment systems. Also supervised union construction personnel whose duties included construction and installation of roads, mine site excavations, refuse disposal facilities, and general construction required for the operation of mines and preparation plants.

1978 - 1981: Civil Engineer, Gates Engineering Company, Beckley, West Virginia.

Duties included site development for subdivisions, hospitals, apartment complexes, and utility layout, design and preparation of plans and specifications, bid documents, and construction cost estimates, and feasibility studies for water and wastewater treatment facilities. Also included was preparation of permit applications for funding, construction and operation of civil engineering projects, as well as presentation of feasibility studies and reports to local, county, state, and federal agencies. Supervision of contractors was also required to ensure compliance with contract documents and specifications.

Relevant Project Experience:

1. Rehabilitation of the Flat Top Lake, Ghent Raleigh County, West Virginia
Client: Flat Top Lake Association

Responsible for reviewing alternative methods to bring the dam into compliance with the WVDEP rules and regulations. Rehabilitation consisted of custom fit fabric panels which contained stainless steel cables. The pillows created by the fabric were filled with grout. Soil anchors were installed at the location of the hydraulic jump would occur.

The project cost was \$1,000,000, which was one third of the cost of the second alternative.

2. Rehabilitation of Jay Wallace Dam, Elkins, Randolph County, West Virginia
Client: Jay Wallace

Responsible for the design of a dam to bring it into compliance with state rules and



regulations. The spillway was widened and lined.

3. Hampton No. 3 Deep Mine Drainage Treatment System Design and Construction, Cazy, Boone County, West Virginia
Client: Westmoreland Coal Company

Responsible for developing alternative methods for the treatment of 3,000 gallons per minute of acid mine drainage. Developed detailed plans for treatment system and general oversight of construction for project of approximately \$750,000.

4. Design of 15-Million Gallon Per Day Acid Mine Drainage Treatment Facility, Sweeneysburg, West Virginia

Responsible for the design of a gravity flow acid mine drainage treatment system for an abandoned mine discharge. Plans included relocation of a major stream. Project design included gravity cascade aeration and sedimentation for a variable flow rate discharge. Responsible for oversight of construction and materials testing for project of approximately \$500,000.

5. Subsidence Control Plan Revision, Harris No. 1 Deep Mine, Boone County, West Virginia
Client: Eastern Associated Coal Corp.

Add area to the subsidence control plan to allow for longwall mining beneath residential structures, a major stream, and gas lines.

6. Various Subsidence Control Plan Revisions, Feats Mine, Naoma, Raleigh County, West Virginia
Client: Performance Coal Company (A.T. Massey)

Conversion of a continuous miner subsidence control plan to a longwall mine plan. Subsequent addition of various areas to the subsidence control plan area to include mining in the vicinity of coal refuse impoundments, addition of longwall mining beneath streams.

7. Various Subsidence Control Plan Revision, Shoemaker Deep Mine, Washington County, Pennsylvania and Marshall County, West Virginia
Client: Consolidation Coal Company

Addition of longwall mining areas to the subsidence control plan, which included residential structures, utilities, churches, and cemeteries.



8. Various Subsidence Control Plan Revisions, McElroy Deep Mine, Marshall County, West Virginia

Client: Consolidation Coal Company

Addition of longwall mining areas to the subsidence control plan area, which included residential structures, utilities, churches, and cemeteries.

9. Design and Permitting of Birch Coal Mining and Preparation Plant Complex, Braxton County, West Virginia

Client: Wolfpen Knob Development Company

Responsible for the site layout for a new coal preparation plant and deep mine facility. Project included major channel relocation, mine and plant site layout, subsurface exploration program, and design of access and haul road, surface drainage and sediment control structures, and excess spoil disposal valley fill. Prepared separate permit documents for the preparation plant, coal refuse disposal facility, and deep mine in accordance with the West Virginia Department of Energy regulations.

10. Design of Miller Creek Preparation Plant and Coal Refuse Disposal Facility, Mingo County, West Virginia

Client: Fremont Coal Company

Responsible for the final site layout for a new coal preparation plant and handling facilities including access roads, surface drainage, channel relocation, sedimentation control, and design of access and haul roads.

11. Design and Permitting of Loveridge Mine Nos. 2 and 5 Coal Refuse Disposal Facility Expansion, Monongalia and Marion Counties, West Virginia

Client: Consolidation Coal Company

Design of expansion of a coarse coal refuse disposal facility. Project included the layout of a 15-year coarse coal refuse disposal facility expansion. Designed surface drainage and sediment control structures and prepared permit documents for the West Virginia Department of Energy.

12. Permitting for Coal Refuse Disposal Facility, Blacksville No. 2 Complex, Monongalia County, West Virginia

Client: Consolidation Coal Company

Permitting for a new coal refuse disposal facility for the Blacksville No. 2 Mining Complex.



13. Conceptual Design of Coarse and Fine Coal Refuse Slurry Impoundment, Nicholas County, West Virginia
Client: Vandalia Mining Corporation

Conceptual layout of an impoundment for 30 years of fine and coarse coal refuse.

14. Conceptual Design of a Coal Refuse Slurry Impoundment, Bee Branch, Wyoming County, West Virginia
Client: Peabody Coal Company

Performed conceptual design for slurry impoundment for the disposal of coarse and fine coal refuse for approximately 15 years. Two sites were evaluated for disposal.

15. Design and Permitting of a Coal Refuse Slurry Impoundment, Smith Branch, Wyoming County, West Virginia
Client: U. S. Steel Mining Co., Inc.

Managed preparation plans and permit documents for upstream expansion of the existing slurry impoundment and coarse coal refuse disposal facility for 25 years.

16. Design and Permitting of a Coal Refuse Disposal Facility, Ellis Creek, Raleigh County, West Virginia
Client: Peabody Coal Company

Prepared permit documents and assisted in the design of a side hill coarse coal refuse disposal facility.

17. Mining and Reclamation Plans, Permitting and Construction Bid Documents, Hampton No. 41, 42, and 43 Mines, Boone County, West Virginia
Client: Westmoreland Coal Company

Responsible for preparing plans, construction specifications, permit documents, and reclamation plans for three deep mines. The plans and documents were prepared in accordance with the West Virginia Department of Energy regulations. Plans included the layout of the mine sites, road layout, and drainage design. Prepared all bid documents and plans and specifications. Supervised the construction of the mine sites to assure compliance with the specifications.

18. Design and Permitting of Coal Refuse Disposal Facility, Mine No. 9, Raleigh County, West Virginia
Client: Stoney Coal Company



Mr. Yon was responsible for the siting, design, permitting, and preparation of plans and specifications for a new coal refuse disposal facility. This facility was designed for placement of oversized refuse (+6 inches) in a single lift to a maximum height of 70 feet.

19. Design and Permitting of Coal Refuse Slurry Impoundment, M.A.E. West Preparation Plant, Boone County, West Virginia
Client: M.A.E. West, Inc.

Design of additional staging for an existing facility. Responsible for the design, permitting, and preparation of plans for state and federal regulatory agencies.

20. Design of Coal Refuse Disposal Facility, Mine No. 3, Raleigh County, West Virginia
Client: Stoney Coal Company

Responsible for the design, permitting, preparation of plans and specifications for a coarse coal refuse disposal facility in accordance with federal and state regulations.

21. Design and Permitting, Mine Nos. 2, 3, 4, 5, and 6 Deep Mine Operations, Raleigh County, West Virginia
Client: Southeast Leasing, Inc.

Design and permitting, preparation of plans and specifications for five new deep mines. The plans included site layout, road design, and all drainage design required by state and federal regulatory agencies.

22. Permanent Program Reclamation Permits, Hampton Nos. 3 and 4 Preparation Plants and Eccles Preparation Plant, Boone and Raleigh Counties, West Virginia
Client: Westmoreland Coal Company

Mr. Yon was responsible for the preparation of reclamation permits for the permanent permit program at its inception. Plans included the design of surface drainage and sediment control structures and reclamation plans for refuse disposal facilities.

23. Air Pollution Control Permit, Carbon Black Plant, Raleigh County, West Virginia
Client: Microblack, Inc.

Responsible for preparation of West Virginia Air Pollution Commission Control permit for a new carbon black plant which included the preparation of plans and documents required for the construction and operation of the facility. The facility was comprised of truck dumping, silo storage, coal pulverizing, and bagging, and baghouse system.



24. Air Pollution Control Permit, East Gulf Preparation Plant, Raleigh County, West Virginia
Client: East Gulf Fuel Corporation

Mr. Yon was responsible for obtaining an air pollution control permit for a clean coal reclaim system which included the preparation of plans and documents for a coal conveyor system, reclaim system and stacking tube, and train loadout.

25. Permitting for Raw Coal Conveyance System, Stoney No. 2 Mine, Raleigh County, West Virginia
Client: Stoney Coal Company

Design, preparation of plans, and permitting of a raw coal handling conveyance system consisting of approximately 3,000 feet of beltline from the mine site to the preparation plant.

26. Mine Safety and Health Administration Permit Application, Hampton No. 43 Mine, Boone County, West Virginia
Client: Westmoreland Coal Company

Prepared plan for blasting within 500 feet of the Hampton No. 3 Deep Mine and Hampton No. 3 Preparation Plant. Coordinated blasting activities to insure the safety of underground and surface personnel during construction of the Hampton No. 46 mine and assure compliance with permit conditions.

27. Design and Permitting of Hampton No. 46 Mine, Boone County, West Virginia
Client: Westmoreland Coal Company

Responsible for preparing the plans and permit documents for a deep mine operation in accordance with the West Virginia Department of Energy regulations. Plans include the layout of the mine site, valley fill, road and drainage structures.

28. Design and Permitting of the Hampton/Spruce Laurel Haulage/Access Road, Boone County, West Virginia
Client: Westmoreland Coal Company

Prepared the plans and permit documents for a five-mile haulage/access road.

29. Permitting of the Spruce Fork Coal Refuse Slurry Disposal Facility, Mingo County, West Virginia
Client: Marrowbone Development Company



Managed the preparation of permit documents for construction and operation of new coal refuse disposal facility.

30. Stream Erosion Evaluation, Paint Creek, Raleigh County, West Virginia

Client: Westmoreland Coal Company

Conducted a study to determine the causes of stream bank erosion and failure.

31. Conceptual Design of Alternatives for Flood Routings, Flat Top Lake Dam, Raleigh County, West Virginia

Client: Flat Top Lake Association

Storm routing for an existing dam and conceptual design of methods to modify the dam to safely pass the design storm.

32. Laurel Creek Dam Modification, Mercer County, West Virginia

Client: Town of Athens

Assisted in the preparation of plans, permits, and bidding documents for raising an existing concrete water supply dam.

33. Analysis of Mine Drainage Treatment Alternatives, Hampton No. 3 Mine, Clothier, Boone County, West Virginia

Client: Westmoreland Coal Company

Analysis of treatment alternatives for post mining acid mine drainage from a below-drainage deep mine.

34. Environmental Site Assessment, Warden Property, Crab Orchard, Raleigh County, West Virginia

Client: Paramount Development Company, Inc.

Site assessment to identify potential environmental and coal mining hazards associated with the previous use of the site.

35. Environmental Site Assessment, Raleigh County Airport Industrial Park Property, Raleigh County, West Virginia

Client: Roadway Services, Inc.

Site assessment to identify potential environmental hazards associated with previous use of a site, which included a heavy machinery rebuild shop.





Alliance Consulting, Inc.
Engineers • Constructors • Scientists

RYAN P. COX, P.E.

Senior Project Manager

Degrees Held

B.S. Civil Engineering, WVU Institute of Technology, Montgomery, WV, 2011
Air Force Technical Education 2002 – 2005

Professional Licenses and Registration:

Professional Engineer license obtained January 2016, State of West Virginia, Registration #21647, written test administered by NCEES, October 2015. Additional licenses in Pennsylvania and Illinois.

Fundamentals of Engineering (FE) Test Passed April 2011, State of West Virginia, Written test administered by NCEES

ACI Concrete Field Testing Technician I, 2005

Troxler Nuclear Density Gauge Safety Training 2000

Program Skills

Proficient working knowledge with AutoCAD including Carlson Civil Design, Microsoft Office products, PDF programs, SedCAD, StedWIN, HEC-HMS.

Experience using HEC-RAS, HY-8, Flowmaster, Autodesk Civil 3D, ALPS, ARMPS, ACPS, ALWS, GIS.

General Background

Focus of water resources/hydraulics/hydrology, geotechnical, coal mine refuse disposal design and permitting, earthen dam compliance design and permitting, solid waste landfill design and permitting, abandoned mine lands reclamation permitting and construction, commercial and residential development, construction management, project management.

Responsible charge of design, calculations, reports, technical specifications, review, and design/construction drawings of projects.

Provide technical support and assistance to clients, construction project managers, and contractors regarding design and specification requirements from beginning design, bid process, and throughout construction.

Beckley, WV
Raleigh County Airport Industrial Park - 124 Philpott Lane
Beaver, WV 25813-9502
Telephone: (304) 255-0491

Professional Experience

2008-Present: Senior Project Manager for Alliance Consulting, Inc., Beaver, West Virginia

Manage design to coordinate permitting activity between multiple regulatory review agencies to meet required design standards while meeting client concerns for construction and budget constraints. Serve as point of contact between clients and regulatory agencies for approval of design to address technical concerns for regulatory and project requirements.

Prepare project construction design, calculations, drawings, specifications, and quality assurance/quality control plans, and bid documents for projects after completing necessary permit approvals. Conduct or provide engineering support for construction bid meetings, review contractor bids, and provide recommendations for bid awards. Coordinate construction activities between project owners and contractors. Process survey files and verify materials quantities and receipts to verify payment to contractors for construction projects.

Simultaneously tracked application approval status, construction timing, and future construction planning for seven coal refuse disposal dams, and three support facilities located in southern IL to provide weekly status reports for clients.

Create project reports, specifications, design calculations and drawings for five coal refuse disposal dams with multiple stages of construction. Designs include construction stages involving downstream, centerline, and upstream construction techniques to provide mine waste disposal for more than 40 years of combined coal mine production. Disposal dams ranged from approximately 80 to more than 250 acres.

Responsible charge for permit and construction drawings, design, and calculations, and assisted with construction quantities and estimates for construction bid packages for two industry unique landfill projects valued at more than \$300 million. Provided designs for staged construction for a facility lifespan over 20 years each and cover more than 250 acres. Reviewed daily construction logs, field and laboratory test data, and processed survey files to determine construction requirements were met, and prepared certification documents for approval. Made regular field reviews of construction to ensure material system components were installed in accordance with plans and specifications.

Conducted field investigations of various dams for review of compliance with State and Federal Regulations and certification in accordance with plans and specifications. Provide clients with recommendations to make repairs or maintenance adjustments if necessary. Projects have covered all areas of WV, and several dams located in southern IL.

Designed more than 15 various small onsite wastewater treatment facilities for coal mine bathhouses across WV.

Provide consulting services for earthwork contractors for projects such as road repair, site development, active and abandoned mine land reclamation, dam construction, haul road and



access road construction, stormwater management, and coordination for utility relocation or interruption.

Prepared construction drawings and bid estimates for multi-family residential development which included structure and utility layout, site grading and storm water runoff control in Raleigh County, WV.

2005 - 2008: CAD Technician/Designer, Malpass Design Group, LLC, Las Vegas, NV

Responsible for all drafting for design and construction drawings as sole draftsman for a small land development design firm company for two years prior to company expansion on more than 20 projects.

Recommended and trained new draftsmen on design standards when expanding company employment needs.

Lead small site location/elevation surveying duties necessary for site development design information and maintained necessary survey field notes.

2002-2005: Engineering Assistant, United States Air Force, Nellis Air Force Base, Las Vegas, NV

Conducted site surveying and reconnaissance for construction projects, construction surveying, and field and laboratory testing for more than 10 projects in a 3-year period.

Performed field and laboratory materials testing to ensure various material properties met required specifications.

Trained incoming personnel on surveying, materials testing, and drafting techniques.

Responsible for maintaining readiness of over \$500k of engineering equipment dedicated for rapid worldwide deployment use.

Maintained building and asset location maps for building and utility systems of on base infrastructure and conducted as-built surveys and measurements of buildings to reproduce floor plans and locate all base structures to update and maintain base mapping records.

Spearheaded effort to produce three-dimensional drawing data for all on base utility systems, and responsible for locating and updating mapping of jet propulsion (JP-8) liquid fuels infrastructure.

1998-2001: Lab and Field Technician, Alliance Consulting Inc., Beaver, WV

Conducted laboratory soil and concrete testing analyses.

Performed various field duties to include surveying rodman, field technician, stream flow measurements, and concrete field testing.





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RONALD L. FAMA, P.E.

Senior Project Manager

Degrees Held:

B.S., Petroleum Engineering, Marietta College of Ohio, 1984

Certifications/Training:

Professional Engineer, West Virginia, Virginia, Kentucky, and Illinois

General Background:

August 1988 to Present: Senior Project Manager, Alliance Consulting, Inc. (formerly Almes & Associates, Inc., Consulting Engineers), Beckley, West Virginia.

Mr. Fama has worked on a variety of engineering, construction monitoring and field and laboratory testing projects. Mr. Fama's responsibilities have included performing a variety of soil and aggregate field and laboratory tests, such as sieve analysis, Atterberg limits, specific gravity, Standard Proctor, permeability, and related geotechnical laboratory tests. Mr. Fama has also provided compression testing for concrete cylinders. Mr. Fama's field experience has included construction monitoring and drilling supervision. Mr. Fama has also worked on many projects relating to design, permitting, construction and certification of coal refuse disposal dams and embankments.

Relevant Project Experience:

1. Annual Certification Reports, Various Coal Refuse Impoundments

Mr. Fama was responsible for report preparation describing changes to the embankment configuration, fine coal refuse slurry level, storage capacity, instrumentation, and any other aspects of the impounding structure potentially affecting the stability of the facility. Mr. Fama was also responsible for preparing the necessary drawing(s) required for the certification report.

2. Design of Oldhouse Branch Coal Refuse Impoundment, Logan County, West Virginia Client: Ramaco Resources, LLC

Mr. Fama prepared multiple expansion plans to extend the disposal life of an existing coal refuse disposal facility. The plans consisted of the design of additional embankment stages to be constructed using upstream construction techniques. Mr. Fama was responsible for performing the design calculations, writing the narrative report and guideline technical

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specifications, and preparing the design drawings and necessary permit revision documents for submittal to the regulatory authorities.

3. Coal Refuse Disposal Plan, Proposed Joe Branch Coal Refuse Embankment, Wyoming County, West Virginia

Client: Consol Mining Company, LLC

Mr. Fama prepared a plan for the construction of a coal refuse embankment to be constructed on an existing capped coal refuse impoundment. Mr. Fama was responsible for preparing the design calculations, writing the narrative report and guideline technical specifications, and preparing the design drawings.

4. Design of Coal Refuse Slurry Cell Embankment, Proposed Slab Fork Coal Refuse Facility, Logan County, West Virginia

Client: Apogee Coal Company

Mr. Fama prepared a plan for the construction of a coal refuse slurry cell embankment to be constructed on an existing surface mine valley fill. The plan provided approximately 21 million cubic yards of coarse and fine coal refuse disposal capacity. Mr. Fama was responsible for preparing the design calculations, writing the narrative report and guideline technical specifications, and preparing the design drawings.

5. Design of Rocklick Branch Coal Refuse Disposal Facility, Boone County, West Virginia

Client: Eastern Associated Coal Corp.

Mr. Fama prepared an expansion plan to extend the disposal life of an existing coal refuse disposal facility. The plan was designed to provide for the disposal of 9 years of coarse and fine coal refuse by constructing two embankment stages. Mr. Fama was responsible for performing the design calculations, writing the narrative report and guideline technical specifications, and preparing the design drawings. Mr. Fama's responsibilities also included preparing the necessary permit revision documents for submittal to the West Virginia Department of Environmental Protection.

6. Design of Wallace Cabin Branch Impoundment, Wyoming County, West Virginia

Client: Kepler Processing Company, LLC

Mr. Fama prepared a plan to extend the disposal capacity of an existing high hazard facility. The plan was designed to provide for the disposal of 11.5 years of coarse and fine coal refuse by constructing two embankment stages. Mr. Fama's responsibilities included performing design calculations, preparing the design drawings, writing the engineering narrative report and guideline technical specifications, and preparing the necessary permit revision documents for submittal to the West Virginia Department of Environmental Protection.



7. Design of Sugarcamp Branch Coal Refuse Disposal Facility, Nicholas County, West Virginia

Client: Power Mountain Coal Company

Mr. Fama prepared a disposal plan for the construction of a high hazard coal refuse impounding embankment. The plan was designed to provide for the disposal of 29 years of coarse and fine coal refuse by constructing five embankment stages. Mr. Fama was responsible for performing the design calculations including surface and subsurface drainage, decant pipe design, and slope stability analyses. He was also responsible for writing the narrative report and guideline technical specifications and preparing the design drawings.

8. Permit Modification for the Tolliver Branch Coal Refuse Disposal Facility, Mercer County, West Virginia

Client: Consolidation Coal Company

Mr. Fama prepared a permit revision application for the abandonment of an existing coal refuse disposal facility. Mr. Fama was responsible for developing a grading plan to eliminate the impounding capability of the existing facility and performing the surface drainage calculations and slope stability analyses for the final abandonment configuration. He was also responsible for writing the narrative report and preparing the necessary design drawings and permit revision documents.

9. Harvey Run I Coal Refuse Slurry Impoundment, Monongalia County, West Virginia

Client: Consolidation Coal Company

Mr. Fama prepared an Incidental Boundary Revision application to extend the disposal life of an existing coal refuse disposal facility. Mr. Fama was responsible for performing the design calculations, writing the narrative report, guideline technical specifications, and preparing the associated design drawings. Mr. Fama was also responsible for preparing the necessary permit revision documents.

10. Design of Oldhouse Branch Impoundment No. 03 Coal Refuse Disposal Facility, Emmett, Logan County, West Virginia

Client: Island Creek Coal Company

Mr. Fama prepared a coal refuse disposal expansion plan to extend the disposal life of an existing coal refuse disposal facility. The plan was designed to provide for the disposal of 8 years of coarse and fine coal refuse by constructing four embankment stages. Mr. Fama was responsible for performing the engineering analyses including the staging calculations, surface and internal drainage calculations, emergency spillway and decant pipe design and slope stability. He was also responsible for writing the narrative report and guideline technical specifications and preparing the design drawings.



11. Design of Jarrell Branch Coal Refuse Disposal Facility, Wharton, Boone County, West Virginia

Client: Eastern Associated Coal Corp.

Mr. Fama prepared a coal refuse disposal expansion plan to extend the disposal life of an existing coal refuse disposal facility. The plan was designed to provide for the disposal of 5.7 years of coarse and fine coal refuse by constructing three embankment stages. Mr. Fama was responsible for performing the design calculations, writing the narrative report and guideline technical specifications, and preparing the design drawings. Mr. Fama was also responsible for preparing the necessary permit revision documents for submittal to the West Virginia Division of Environmental Protection.

12. Design of Two Soil and Rock Impounding Embankments, Mingo County, West Virginia

Client: Consol of Kentucky Inc.

Mr. Fama performed engineering services pertaining to the design of two high hazard soil and rock impounding embankments. The approximate 60-foot high embankments, to be used to provide sediment control for a nearby surface mine project, were designed to serve as fresh water dams upon completion of the mining operations. Mr. Fama served as Project Engineer and was responsible for performing the design calculations including emergency spillway design and slope stability analyses. Mr. Fama was also responsible for writing the report narrative and guideline technical specifications and preparing the design drawings.

13. Design of Lots Branch Coal Refuse Disposal Facility, Prenter, West Virginia

Client: Pine Ridge Coal Company

Mr. Fama prepared a coal refuse disposal expansion plan to extend the disposal life of an existing high-hazard facility. The plan was designed to provide for the disposal of 7.7 years of coarse and fine coal refuse by constructing six embankment stages. Mr. Fama was responsible for performing the majority of the design calculations, including the staging calculations, surface and internal drainage calculations, and slope stability analyses. He was also responsible for writing the narrative report and guideline technical specifications and preparing the design drawings.

14. Monitoring and Emergency Action Plan and Procedures, Chess Processing Coal Refuse Disposal Area No. 1, Boone County, West Virginia

Client: Elk Run Coal Company

Mr. Fama prepared a Monitoring and Emergency Action Plan and Procedures report for an existing coal refuse disposal facility. The purpose of the report was to provide the appropriate regulatory authorities the procedures that would be followed for the orderly evacuation of downstream residents to a place of safety in the event of a potential dam failure. Mr. Fama was responsible for determining the limits of the evacuation area by performing a dam break analysis as well as writing the monitoring and emergency action



plan and procedures. Mr. Fama was also responsible for preparing a map showing the limits of evacuation and location of roadblocks and evacuation centers.

15. Dam Break Analysis, Superior Coal Refuse Disposal Facility, McDowell County, West Virginia

Client: Cannelton Industries, Inc.

Mr. Fama performed a dam break analysis for an existing coal refuse disposal facility using the computer program SMPDBK (Simplified Dam Break), developed by the National Weather Service, to determine the area that would be affected in the event of a dam breach. In addition to performing the analysis, Mr. Fama was responsible for writing a narrative report describing the results and preparing a drawing showing the limits of the flood area.

16. Design of Little Camp Branch Coal Refuse Disposal Facility, Bell County, Kentucky

Client: Crockett Collieries, Inc.

Mr. Fama developed a 9.2-year expansion plan for an existing coal refuse disposal facility. Mr. Fama was responsible for performing the design calculations, including the staging calculations, surface and internal drainage calculations and slope stability. Mr. Fama was also responsible for preparing the design drawings and writing the narrative report and guideline technical specifications.

17. Design of Road Fork Coal Refuse Slurry Disposal Facility, Madison, West Virginia

Client: Omar Mining Company

Mr. Fama designed a coal refuse disposal expansion plan to extend the disposal life of an existing high-hazard facility. The plan provided for the disposal of 5.5 years of coarse coal refuse and 16 years of fine coal refuse. Mr. Fama performed the design calculations, including the staging calculations, surface and internal drainage calculations, decant pipe design, and slope stability analyses. He was also responsible for writing the narrative report and guideline technical specifications and preparing the design drawings. Due to the height of cover which would ultimately be placed over the proposed decant pipe, a deflection monitoring program was developed to evaluate the performance of the pipe under various embankment loads.

18. Design of Upper Mill Branch Coal Refuse Disposal Facility, Kopperston, West Virginia

Client: Eastern Associated Coal Corporation

Mr. Fama was responsible for an 8.5-year expansion plan for an existing coal refuse disposal facility. Mr. Fama performed the staging calculations, surface and internal drainage calculations, and stability analyses. He was also responsible for writing the narrative report and guideline technical specifications. A detailed liquefaction evaluation based on field, laboratory, and analytical data is currently being performed to determine the susceptibility of the final proposed embankment to a liquefaction failure.



19. Design of Lower Big Branch Coal Refuse Disposal Facility, Montcoal, West Virginia
Client: Peabody Coal Company

Mr. Fama developed a 7.5-year expansion plan for an existing high-hazard coal refuse disposal facility. Mr. Fama was responsible for the staging calculations, storm routing calculations, surface drainage calculations, stability analyses and the report narrative.

20. Design of Big Lick Coal Refuse Disposal Embankment (Harris Mine), Bald Knob, West Virginia
Client: Eastern Associated Coal Corporation

Mr. Fama designed a 22-year expansion plan for an existing coal refuse embankment. The design converted an existing side-hill fill to a valley-fill embankment. Mr. Fama was responsible for the staging calculations, underdrain design, surface drainage calculations and stability analyses. He was also responsible for writing the narrative report and guideline technical specifications.

21. Drilling Program for a New Coal Refuse Disposal Embankment, Kite, Kentucky
Client: Knott County Coal Company

Mr. Fama provided supervision of five holes. The program was designed to obtain subsurface data to be used in stability analyses for the proposed coal refuse embankment. Mr. Fama's responsibilities have included logging soil and core samples.

22. Construction Monitoring for Spillway Extension at Lower Big Branch Coal Refuse Disposal Facility, Montcoal, West Virginia
Client: Peabody Coal Company

Mr. Fama provided construction monitoring for the extension of an existing spillway. The spillway was extended by placing compacted lifts of coarse coal refuse in the existing spillway. A rock underdrain was installed under the new spillway. Mr. Fama's responsibilities included insuring proper installation of the underdrain and performing in-place density tests, using the nuclear gauge, to document that the placement of coal refuse met compaction specifications. He provided reports containing daily logs, compaction results and site sketches for each visit.

23. Design of Impounding Coal Refuse Disposal Facility (Spruce Fork), Naugatuck, West Virginia
Client: Marrowbone Development Company

Mr. Fama performed work on a 30-year plan for a proposed coal refuse impoundment site. Mr. Fama's responsibilities included staging calculations, stability analyses, pipe flow and storm evacuation calculations and surface drainage calculations. He was also responsible for writing parts of the narrative report and guideline technical specifications.



24. Installation of Water Monitoring Wells for the Red Ash Coal Sales and Virginia Crews Facilities, Jaeger, West Virginia

Client: Virginia Crews Coal Company

Mr. Fama provided drilling supervision for water monitoring wells at various locations on the coal refuse embankments. His responsibilities included logging of coal refuse samples and supervision of the installation of piezometers.

25. Drilling Program for a New Coal Refuse Impoundment Site (Spruce Fork), Naugatuck, West Virginia

Client: Marrowbone Development Company

Mr. Fama provided drilling supervision of 14 holes. The program was designed to obtain subsurface data to be used in stability analyses for the proposed coal refuse impoundment. Some of the holes, located near the proposed crest of the dam, were pressure tested to determine the permeability of the underlying rock. Mr. Fama's responsibilities included logging soil and core samples and preparing cross-sections correlating the subsurface data. Mr. Fama has also been responsible for the supervision of the pressure testing. He determined which areas needed to be pressure tested by examining the core samples and calculated the permeability values for each tested area.

26. Construction Monitoring for the Millstone Coal Refuse Disposal Facility, Sydney, Kentucky

Client: Utility Coals Company

Mr. Fama provided construction monitoring for the coal refuse dam and embankment. He was responsible for providing recommendations and establishing density testing to document that construction met specifications. Mr. Fama was also responsible for providing reports containing daily logs, site sketches and compaction results of each visit.

27. Construction Monitoring for the Aldrich Branch Coal Refuse Disposal Facility, Naugatuck, West Virginia

Client: Marrowbone Development Company

Mr. Fama provided construction monitoring for the coal refuse dam and embankment. He was responsible for providing recommendations and establishing density testing to document that construction met specifications. Mr. Fama was also responsible for providing reports containing daily logs, site sketches and compaction results of each visit.

28. Construction Monitoring for the Summersville Junior High School, Summersville, West Virginia

Client: Nichols Construction

Mr. Fama provided construction monitoring for site grading operations. He was responsible for in-place density testing of structural fill, settlement monitoring and reporting of results.



29. Coal Refuse Characterization for the East Gulf and Tralee Coal Refuse Sites, Rhodell and Mullens, West Virginia

Client: M.A.E. Services, Inc.

Mr. Fama evaluated two potential coal refuse embankments for use as a fuel source for potential cogeneration facilities. The program was designed to develop sufficient information to determine the overall feasibility of utilizing the coal refuse for power generation. Mr. Fama has provided supervision for drilling and test pit excavations. Mr. Fama's responsibilities included the logging and bagging of coal refuse samples for quality testing, performing density measurements of the split-spoon samples and conducting field density tests, using a nuclear gauge in the test pit areas. Mr. Fama also performed sieve analyses for selected samples in the laboratory.

30. Design of River Fork Coal Refuse Disposal Facility, Montcoal, West Virginia

Client: Peabody Coal Company

Mr. Fama worked on a 10-year expansion plan and a 20-year conceptual plan for an existing coal refuse impoundment. Mr. Fama was responsible for the staging calculations, surface drainage facilities and stability analyses.

31. Installation of Water Monitoring Wells for the Millstone Coal Refuse Disposal Facility, Sydney, Kentucky

Client: Utility Coals Company

Mr. Fama provided drilling supervision for three water monitoring wells at various locations in the coal refuse embankment. His responsibilities included the logging of coal refuse samples and supervision of piezometer installation.





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BRIAN W. MATHERLY

Project Manager

Education/Training:

West Virginia University Institute of Technology, Montgomery, West Virginia
May 1998 – Associates Degree – Civil-Surveying Technology
December 2000 – Bachelor’s Degree – Engineering Technology with Civil Emphasis

Class 07 Surface Coal Miner Certified (Black Hat)

Troxler Density Gauge Certified

IADC Rig Pass (SafeLand USA Safety Training)

General Background:

April 2006 to Present: Alliance Consulting, Inc., Beckley, West Virginia.

Project Manager (11/19-Present)

Project Engineer (01/17-11/19)

Assistant Project Engineer (05/08-01/17)

Staff Engineer (04/06-05/08)

- Design of Coal Related Refuse Facilities
 - Hydrologic Design (Ditch and Pipe Design, Flood Routing)
 - Geotechnical Evaluation (Soil Sampling and Rock Core Drilling)
 - Instrument Installation (Ground Water Wells and Settlement Monitoring)
 - Failure Assessment (Slope and Pillar Stability, Surface Deformation and Dam Break Analysis)
- MSHA and WVDEP Submittals
- Solid Waste Landfill Construction Monitoring (New Construction in North Central West Virginia)
 - All Aspects of Construction from Mass Excavation to Final Certification

October 2001 to April 2006: Esmer & Associates, Boomer, West Virginia.

Project Engineer (06/03-04/06)

Field Engineer (10/01 – 06/03)

Project Engineer responsibilities:

- Design of Coal Related Refuse Facilities
 - Hydrologic Design (Ditch and Pipe Design, Flood Routing)
 - Failure Assessment (Slope and Pillar Stability, Surface

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Deformation and Dam Break Analysis)

- Abandoned Mine Land Reclamation
Hydrologic Design (Ditch and Pipe Design)
- Slope Stability

Field Engineer responsibilities included relaying information to Design Engineer concerning field progress and the following:

- Compaction Testing
Waterline Backfill
Coal Waste Placement
- Concrete On-Site Testing
- Laboratory Work
Coal Waste Proctors
Soil Proctors
Concrete Strength Analysis

Relevant Project Experience:

1. Annual and Quarterly Certification Reports, Various Coal Refuse Impoundments

Mr. Matherly was responsible for report preparation describing changes to the embankment configuration, fine coal refuse slurry level, storage capacity, instrumentation, and any other aspects of the impounding structure potentially affecting the stability of the facility. Mr. Matherly was also responsible for preparing the necessary drawing(s) required for the certification report.

2. Drilling Monitoring, Construction Monitoring, Installation of Water Monitoring Wells, Pneumatic Piezometers and Sondex Settlement Systems

Client: Various

Performed full and part-time construction monitoring, provided design plan interpretation, and served as liaison between client and design engineers on multiple projects. Mr. Matherly has provided drilling supervision for multiple water monitoring well, pneumatic piezometer, and Sondex installations at various locations in West Virginia and Illinois. His responsibilities included the logging of coal refuse samples and supervision of instrument installation.

3. Site Regrade and Surface Drainage Design, near Lundale, Logan County, West Virginia and near Carlisle, Fayette County, West Virginia (Esmer and Associates)

Client: West Virginia Department of Protection, Office of Abandoned Mine Lands and Reclamation

Mr. Matherly was responsible for performing the design calculations, and preparing the design drawings and necessary permit documents for submittal to the regulatory authorities.



4. Coal Refuse Disposal Plan, Blue Rock Knob Refuse Facility Expansion, Randolph County, West Virginia

Client: Carter-Roag Coal Company

Mr. Matherly prepared an expansion plan to extend the disposal life of an existing coal refuse disposal facility. Mr. Matherly was responsible for performing the design calculations, writing the narrative report and guideline technical specifications, and preparing the design drawings and necessary permit revision documents for submittal to the regulatory authorities.

5. Coal Refuse Disposal Plan, Refuse Embankment, Mingo County, West Virginia

Client: Hampden Coal Company, Inc.

Mr. Matherly prepared a plan to increase the storage capacity of the fine coal refuse slurry cells and for the construction of a protective berm for a new mine face-up. Mr. Matherly was responsible for preparing the design calculations, writing the narrative report, and preparing the design drawings.

6. Design of Freshwater Lake, Franklin County, Illinois

Client: M-Class Mining, LLC

Mr. Matherly performed engineering services pertaining to the design of a freshwater facility to be used to provide water for a nearby coal preparation facility. Mr. Matherly was responsible for performing the design calculations, including primary and emergency spillway designs and slope stability analyses. Mr. Matherly was also responsible for writing the report narrative and guideline technical specifications and preparing the design drawings.

7. Drilling Program and Design for Bandmill Hollow Coal Refuse Disposal Facility, Logan County, West Virginia

Client: Bandmill Coal Corporation

Mr. Matherly provided supervision of 13 holes. The program was designed to obtain subsurface data to be used in stability analyses for the proposed coal refuse embankment. Mr. Matherly's responsibilities included logging soil and core samples and monitoring hydraulic pressure testing. Also, Mr. Matherly prepared a disposal plan for the construction of a high hazard coal refuse impounding embankment. The plan was designed to provide for the disposal of eight years of coarse and fine coal refuse by constructing three embankment stages. Mr. Matherly was responsible for performing the design calculations, including surface and subsurface drainage, decant pipe design, and slope stability analyses. He was also responsible for writing the narrative report and guideline technical specifications and preparing the design drawings.

8. Drilling Program and Design of Fresh Water Impoundment, Barbour County, West Virginia

Client: North Central Resources, LLC

Mr. Matherly provided supervision of 11 holes. The program was designed to obtain subsurface data to determine soil properties for embankment construction. Mr. Matherly also performed



engineering services pertaining to the design of a freshwater facility to be used to provide water for a nearby coal preparation facility. Mr. Matherly was responsible for performing the design calculations including primary and emergency spillway designs, chimney drain design and slope stability analyses. Mr. Matherly was also responsible for writing the report narrative and guideline technical specifications and preparing the design drawings.

9. Design of Coal Refuse Disposal Facility Nos. 2 and 3, Hamilton County, Illinois
Client: Hamilton County Coal Company

Mr. Matherly prepared disposal plans for the construction of two high hazard coal refuse impounding embankments. The plans were designed to provide for the disposal of a total of 18 years of coarse and fine coal refuse. Mr. Matherly was responsible for performing the design calculations including surface and subsurface drainage, decant pipe design, and slope stability analyses. He was also responsible for writing the narrative report and guideline technical specifications and preparing the design drawings.

10. Design of Building Run Coal Refuse Disposal Facility, Monongalia County, West Virginia
Client: Eastern Associated Coal, LLC

Mr. Matherly prepared an expansion plan to extend the disposal life of an existing coal refuse disposal facility. Mr. Matherly was responsible for performing the design calculations, writing the narrative report and guideline technical specifications, and preparing the design drawings.

11. Design of Crane Creek Refuse Disposal Facility No. 1, Mercer County, West Virginia
Client: Cornerstone Mining, LLC

Mr. Matherly prepared a plan for the construction of a coal refuse embankment to be constructed on an existing capped coal refuse embankment. Mr. Matherly was responsible for preparing the design calculations, writing the narrative report and guideline technical specifications, and preparing the design drawings.

12. Combined Coal Refuse Disposal Plan, Eckman No. 1 Coal Refuse Disposal Facility, McDowell County, West Virginia
Client: Mid-Vol Coal Sales, Inc.

Mr. Matherly prepared a coal refuse disposal expansion plan to extend the disposal life of an existing coal refuse disposal facility. Mr. Matherly was responsible for performing the engineering analyses including surface drainage calculations and slope stability. He was also responsible for writing the narrative report and guideline technical specifications and preparing the design drawings.





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HAROLD L. OWENS, P.E.

Senior Project Manager (part time basis)

Education:

B.S. Civil Engineering, West Virginia University, 1964 (concurrent with part time employment with the Soil Conservation Service (SCS), US Department of Agriculture (USDA)).

A.S. Mining Engineering Technology, West Virginia Institute of Technology, 1978 [concurrent with full time employment with the Mine Safety and Health Administration (MSHA)].

B.S. Mining Engineering Technology, West Virginia Institute of Technology, 1979 (concurrent with full time employment with MSHA).

Post graduate courses in civil/sanitary engineering: West Virginia University, 1964-1965, 21 credit hours; post graduate courses in civil engineering/engineering management: West Virginia College of Graduate Studies, 1989-1991, 12 credit hours (concurrent with full time employment with MSHA).

Experience:

April 2007 – Present

Senior Project Manager for Alliance Consulting, Inc. (part-time basis) - Prepare and check designs and permit applications for coal refuse disposal embankments, coal slurry impoundments, water supply and sediment control impoundments, and mining under or adjacent to bodies of water for submittal to MSHA and state regulatory agencies. Plan and participate in geotechnical investigations, seismic studies, design underground coal mine roof support pillars and barrier pillars, perform subsidence studies, embankment slope stability analysis, evaluate landslide potential and design remedial measures, evaluate mine breakout/breakthrough potential, conduct dam failure potential and consequences studies, and perform other hydraulic, hydrologic, structural, and geotechnical calculations as needed. Check and certify designs and construction implementation. Perform other and other mining and civil engineering designs and evaluations as needed.

January 2007 – December 2009

Independent contractor to the MSHA as a witness concerning the Martin County Coal Corp. –vs- MSHA administrative law judge litigation hearings. Continued to participate in the development and editing of the revised “Engineering and Design Manual, Coal Refuse Disposal Facilities” until it was published in May 2009. This work was conducted in

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coordination with duties at Alliance Consulting, Inc. as described above.

November 1978 – January 2007

Supervisory Civil Engineer, MSHA, District 4, Mount Hope, WV - Directly supervise a workgroup of coal mine inspectors, civil engineers, mining engineers, and clerical/secretarial personnel. Plan, supervise, and coordinate MSHA's coal refuse pile and impoundment plan review and inspection program in District 4. Review, or coordinate the review of, the operator's plans and permit applications for surface and underground blasting, mining under surface or underground bodies of water, highwall ground control for surface mines and face ups for underground mine entries, shaft and slope construction plans, and permits for slurry injection into underground mines. Participate in coal mine injury and fatality investigations and perform structural integrity investigations of coal mine buildings and other structures. Served as a mine rescue judge and testified at administrative law judge hearings and district health and safety conferences on contested mine safety and health violations.

Served on MSHA task force to develop revised standards concerning goal setting and performance rating of MSHA personnel. Initiate and participate in seminars for the coal industry personnel and consultants concerning acceptable procedures and updates to impoundment safety requirements, design procedures, construction methods and materials, and state and federal regulatory requirements.

Helped develop and taught courses at the MSHA Mine Academy to coal industry and MSHA personnel for impoundment inspection certification as an instructor and then substitute instructor as needed. Served as an accident investigation team member and government representative for the Martin County Coal Company slurry impoundment breakthrough incident in October 2000. Participated in the review and development of the revised "Engineering and Design Manual, Coal Refuse Disposal Facilities".

Retired from MSHA January 3, 2007.

1977, 1979, 1980

Adjutant Instructor (part time – night school), West Virginia Institute of Technology, teaching engineering mechanics courses (statics and applied strength of materials) concurrent with full time employment with MSHA.

May 1976 - November 1978

Civil Engineer, MSHA, District 4, Mount Hope, WV - Reviewed plans for coal refuse piles and impoundments and recommended approval or requested additional information needed for plan approval. Reviewed fire control plans for burning coal refuse piles and coal slurry dams and requested needed information for plan approval. Conducted mine inspections as an authorized representative of the Secretary of Labor. Helped develop the course for and teach impoundment inspection qualification training to MSHA and industry personnel at the MSHA Mine Academy and revised and updated the course material as needed. Served as a



MSHA witness at administrative law judge hearings and district health and safety violation conferences concerning violations of MSHA's refuse pile and impoundment regulations.

October 1971 - May 1976

Civil Engineer, Area 1 Office, SCS, USDA, Beckley, WV - Involved with the planning, design, and construction of farm ponds and wildlife watering facilities, livestock sewage treatment lagoons and storage structures, surface drainage practices, subsurface tile drainage systems, post-flood stream channel restorations, farm bridges and steam crossings, spring developments for domestic and livestock water supply, water diversion ditches, and other engineering practices associated with soil and water conservation. Project engineer and government representative for construction contracts to build flood control dams and channels. Project engineer for geologic investigations. Responsible for providing engineering assistance and oversight to 10 work units in 15 West Virginia counties for the design and construction quality of all soil and water conservation practice structures built in the area.

In charge of the on-site implementation and supervision of the final phase of the Buffalo Creek flood rehabilitation project from March through June 1972. The work involved the supervision of approximately 25 federal government employees and administration of the contract for a hydroseeding and grading contractor to do the final cleanup, grading, surface drainage restoration, and revegetation of the 17 mile long Buffalo Creek flood plain to make it suitable for redevelopment. Coordinated the ordering and delivery of the needed materials to complete the job and planned and scheduled the tasks of the five workgroups and the contractor tasks as the project proceeded.

Served on the State of West Virginia governor's interagency coal mine impoundment field investigation team to evaluate the hazard potential of and recommend remedial measures needed for coal slurry impoundment refuse dams in the southern WV coal fields.

December 1969 - October 1971

Civil Engineer, Design Unit, SCS, USDA, Morgantown, WV - Developed final designs, specifications, and materials quantity estimates for flood control dams, channels, dikes, and conservation structures such as the hydraulic and structural design of reinforced concrete inlet risers, principal spillway pipes, and open channel emergency spillways. Developed hydrologic and hydraulic nomographs, charts, and maps to assist in planning and design. Conducted other soil and water conservation practice site designs and engineering studies and prepared reports. Presented proposed PL 83-566 (Watershed Protection Flood Prevention Act of 1954) project design proposals and alternates to project sponsors, local government representatives, and affected landowners.

Assigned 90 days to the Federal Emergency Management Agency's (FEMA)'s headquarters in Washington, DC during early 1970 to prepare the initial flooding maps for USA's southeastern coastal areas for the use of insurance company agents in determining the eligibility of property owners to obtain National Flood Insurance Program (NFIP) insurance.



July 1966 - December 1969

Staff Civil Engineer/Ground Defense Force Company Commander, United States Navy (USN), US Naval Air Station, Guantanamo Bay, Cuba. In charge of the administering of the maintenance, repair, and minor construction project budget for the naval air station. Screened a backlog of 643 projects and implemented measures to reduce the backlog to 40 pending and ongoing projects. Designed, estimated the cost, and personally prepared the submittal reports for 18 major construction projects to the US Congress that were all approved and funded for implementation. Commanding Officer, US Naval Air Station Ground Defense Force, which was No. 1 defense force of five at the Guantanamo Bay Naval Base two rating years in a row. Left active navy duty with the rank of Lieutenant.

Utilities/Project/Disaster Control Officer, Public Works Department, US Naval Air Station, Millington, TN. Modernized the design of the 2,000 line incoming, 20,000 line outgoing, base telephone system and switchboard to use push button phones and PBX's instead of rotary dial phones. Coordinated its implementation between the local telephone company and the base offices and training schools. Sized the telephone cable, cable layout, and method of installation to replace the existing distribution system at that time. Served as Disaster Control Officer for the Naval Air Station and public works representative to the adjacent Naval Hospital. Served on the Officer Board of Review for the Naval Air Station. Received rank of Lieutenant Junior Grade.

Attended and graduated from the Civil Engineer Corps Officers School (CECOS), Public Works Management Course, US Naval Construction Training Center, Port Hueneme, CA. Received training in Critical Path Management (CPM), Program Evaluation Review Technique (PERT), public works officer duties, use of USN computer cost analysis and management programs, and naval construction force organization and administration.

Attended and graduated as an Ensign, USN, from the US Navy Officer Candidate School, US Naval Station, Newport, RI.

August 1965 - July 1966

Civil Engineer, SCS, USDA, Watershed Planning Unit, Morgantown, WV. Made preliminary engineering investigations for PL-566 flood control projects. Served on a multidiscipline team which evaluated alternate flood control systems of dams, dikes, and channels for watersheds and prepared reports describing the required structural measures and conservation practices needed to meet flood control criteria along with cost estimates and cost-benefit ratios for submittal to the US Congress for funding approval. Conducted hydraulic and hydrologic studies computations to duplicate historic floods of record. Gathered field data; performed hydraulic, hydrologic, and volume computations; and sized flood control structures.

October 1961 - August 1965

Engineering Aid/Engineering Technician, Watershed Planning Unit, SCS, USDA, Morgantown, WV - Performed general drafting, reduced field survey notes, plotted transit



surveyed data points, and drew topographic maps and cross sections. Performed hydrologic and topographic map surveying, and made earthwork volume, hydrologic, and hydraulic computations for the planning and design of flood control projects.

Current Professional Memberships:

National Society of Professional Engineers.

American Society of Civil Engineers (Lifetime Member Status).

United States Society on Dams.

Certifications:

Professional Engineer, State of West Virginia, No. 6501.

Professional Surveyor, State of West Virginia, No. 1265 (now inactive status).

Authorized Representative of the Secretary of Labor and MSHA for coal mine inspections and investigations, AR No. 20945 (now retired).

Impoundment Inspection, MSHA (now inactive status)

Impoundment Inspection Instructor (now inactive status)

Awards:

Certificate of Merit, October 1974, for an outstanding job assisting coal companies in the Southern West Virginia Area, SCS, USDA.

Outstanding Performance Award, 1978, MSHA, US Department of Labor (USDOL).

Award for Distinguished Career Service, USDOL, March 2000.

Safety and Health Award, from the USDOL, April 2004, for serving on the Work Group on Technical Review Issues which helped prepare the Department's response to Congress concerning the publication "Coal Waste Impoundments: Risks, Responses, and Alternates", National Research Council, April 2002, National Academy Press.





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BRIAN C. SHORTS, P.E.

Project Manager

Degrees Held:

B.S., Civil Engineering, University of Notre Dame - 2012

Professional License:

Professional Engineer: West Virginia

Program Skills:

Proficient in AutoCAD including AutoCAD Map 3D, HEC-HMS, HEC-RAS, GeoHECRAS, HydroCAD, SEDCAD, HY-8, Microsoft Word, Microsoft Excel, and Adobe Acrobat Pro.

General Background and Scope of Projects:

June 2012 to Present: Project Manager, Alliance Consulting, Inc., Beckley, West Virginia.

Stormwater and Drainage Design:

Provided services to analyze and design stormwater conveyance structures and systems for various projects including the Crossroads Mall Culvert Replacement in Beckley, the Mon-View Phase III Stage III Site Development Project in Morgantown, and numerous hydrologic and hydraulic studies and culvert and channel designs for a variety of clients, including Blackhawk Mining, the Flat Top Lake Association, and the McDowell County Economic Development Authority. Work includes analyzing watershed and rainfall characteristics, performing rainfall-runoff computations, determining design parameters, and evaluation and design of piping and other conveyance methods.

Floodplain Modeling and Permitting:

Provided 100-year floodplain modeling and permitting services for many clients including Arch Coal, CNX Gas Company, and Sugar Camp Energy. Work generally includes (1) conducting hydrologic and hydraulic analyses to determine the existing 100-year floodplain and elevation, (2) analyzing proposed developments, including structures and earthen fills, for encroachments into the floodplain, (3) determination of the 100-year floodplain and elevation after the proposed developments, (4) comparison of post-development results to pre-development conditions, and (5) permitting the proposed developments with local floodplain coordinators or other regulatory agencies.

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Erosion & Sediment Control and Construction Stormwater Permitting:

Provided erosion and sediment control design and construction stormwater permitting services for over 100 projects in West Virginia, Virginia, Pennsylvania, and Ohio for multiple clients, including Columbia Gas Transmission and Diversified Gas and Oil. Work includes performing surface drainage and sediment control calculations, design of erosion and sediment control devices, development of standard detail sheets, development of a stormwater pollution prevention plan (SWPPP), and permitting coordination through local and state regulatory agencies.

Earthen Dam Design and Permitting:

Provided design services for modifications to existing earthen dams throughout West Virginia, including the Flat Top Lake Dam in Raleigh County and the Wallace Dam in Randolph County. Work includes evaluation of design alternatives to provide recommendations to bring the dams into compliance with current WVDEP Dam Safety Regulations, with a primary focus on conducting hydrologic and hydraulic analyses. These analyses evaluate the contributing watersheds and the performance of the dam's existing and proposed hydraulic structures during the design storm event. Work also includes preparation of permitting and construction drawings and specifications. Additional work with earthen dams includes conducting dam breach analyses to evaluate flooding resulting from a hypothetical breach of both freshwater and mining dams.

Solid Waste Design and Permitting:

Engineer in charge of the design, permitting, and construction management of the expansion of the Raleigh County Sanitary Landfill, as well as ongoing permitting, compliance, and reporting requirements. Work includes the design of the landfill subgrades, composite liner system, leachate collection piping, and other components required for landfill development, development of construction drawings, specifications, bid documents, bidding and contract awarding, inspection and testing coordination, and certification of landfill construction. Other work includes landfill gas collection system layout and design, annual report preparation, emissions inventory, and other engineering services as needed.

Site Development and Earthwork:

Provided design services for site development for various projects including the Roxalana Church in Dunbar, the Summersville DHHR site, the Seneca Health Services CRU/Detox Facility in Maxwelton, and others. Work generally includes preparation of construction drawings including a site plan, access roads, balancing of cuts and fills, preparation of cross section and profiles, incorporation of required storm retention and drainage components, parking, utility layout and connections, and local and state permitting as applicable.

2011: Engineering Intern, Alliance Consulting, Inc., Beckley, West Virginia.



Performed hydrologic and hydraulic analyses, reservoir routing, and dam breach analyses for earthen dams, as well as drafting work and other basic engineering intern tasks.

2006-2009: Engineering Intern, Pentree, Inc., Princeton, West Virginia.

Assisted with site development and layout work and performed drafting work, surveying tasks, field work, and other basic engineering intern tasks.





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DANIEL R. SHORTS, P.E., P.S., MSCE

Senior Project Manager

Degrees Held:

M.S., Civil Engineering (Structural), Virginia Tech - 2001

B.S., Civil Engineering, West Virginia Institute of Technology - 1988

Professional License:

Professional Engineer: West Virginia
Virginia
North Carolina
Kentucky
Ohio

Professional Surveyor: West Virginia

General Background and Scope of Projects:

June 2010 to Present: Senior Project Manager, Alliance Consulting, Inc., Beckley, West Virginia.

Water Collection Systems:

Engineer in charge of the design and permitting of water collection systems for Jacks Branch Coal Company, Panther Coal Company, and Kanawha Eagle Coal Company. These systems collect waters with characteristics that would not allow for discharge into small streams and are therefore piped to the Kanawha River. Work generally consisted of (1) the preparation of application for permitting through the WVDEP, WVDOT, and the railroads, (2) the production of design plans and documents for approval by regulatory agencies and for use in bidding and construction, and (3) construction management assistance on an as needed basis.

Site Development and Earthwork:

Engineer in charge of the site development for various projects including the Crossroads Chevrolet dealership in Mt. Hope, the Roxalana Church in Dunbar, the Summersville DHHR site, and others. These projects included preparation of project construction plans including a site plan, the balancing of cuts and fills, preparation of cross section and profiles, incorporation of required storm retention and drainage components, access roads, parking, utility services, assistance with construction on an as needed basis, local and state permitting as applicable.

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Sewer Treatment and Collection Facilities:

Engineer in charge of the design and permitting and/or preparation of Social - Economic Justification (SEJ) of small sewage systems such as rock stone filters, package plants, and septic systems primarily used by the coal industry for bathhouse and office sewage treatment. Sample projects included Jackson Ridge Mine in Braxton County, Sumpter Mine in Webster County, and North Central Resources in Barbour County. Work generally consisted of (1) the preparation of application for permitting funding, (2) the production of design plans and documents for approval by regulatory agencies and for use in construction, and (3) the SEJ component requires evaluation and estimates of alternative treatment including collection and conveyance to the nearest public sewer system.

Construction Plan Review:

Function as the Beckley Code Enforcement plan reviewer on a weekly basis. Work consists of the review of both residential and commercial plans for conformance with the City of Beckley Building Code which is the same as the State of West Virginia Building Code with a few minor edits. The reviews are to confirm the proposed projects meet or exceed the requirements of the 2015 International Building Code, 2015 International Residential Code, 2015 International Plumbing Code, 2015 International Mechanical Code, and 2014 NFPA 70—National Electric Code.

Structural Inspections:

Provide visual structural inspections ranging from residential foundation inspection to full inspections of coal preparation facilities and commercial buildings. Sample clients for this work include Blackhawk Coal Company, BB&T Bank, and Jan-Care Ambulance Services. Work generally includes the inspection of structural components that can be viewed without destruction of any other components to determine one or more of the following: (1) the condition of the components, (2) code compliance of the components, (3) repair recommendation, and (4) safety of occupancy

1989 - 2010: Senior Project Manager, Pentree, Inc., Princeton, West Virginia.

Water Distribution Systems:

Engineer in charge of the construction and/or design of water extension projects for Glen White – Trap Hill PSD, Sugar Creek PSD, The Town of Davy, and others. Work generally consisted of (1) the preparation of reports and application for permitting and funding, (2) the production of design plans and documents for approval by regulatory and funding agencies and for use in bidding and construction. (3) working through the bidding process including conducting the pre-bid meeting, fielding questions from bidders, preparation of addenda to bid documents as necessary, review of bids, and recommendation to the client of the lowest responsible bidder, and (4) construction management including the oversight of the construction inspection team, review and approval of monthly request for payment, review



of shop drawings, periodic sight visits, preparation of the final punch list, and recommendation of approval of the completed project.

Sewer Treatment Plants:

Engineer in charge of the construction and/or design of new sewer treatment plants for the Cowen PSD, the Page-Kincaid PSD and the expansion of the sewer treatment plant for the Town of Wytheville and others. Work generally consisted of (1) the preparation of reports and application for permitting and funding, (2) the production of design plans and documents for approval by regulatory and funding agencies and for use in bidding and construction. (3) working through the bidding process including conducting the pre-bid meeting, fielding questions from bidders, preparation of addenda to bid documents as necessary, review of bids, and recommendation to the client of the lowest responsible bidder, and (4) construction management including the oversight of construction inspection team, review and approval of monthly request for payment, review of shop drawings, periodic sight visits, preparation of the final punch list, and recommendation of approval of the completed project.

Sewer Collection Systems:

Engineer in charge of the construction and/or design of sewer collection systems for the Cowen PSD, the Page-Kincaid PSD, the City of Oak Hill, and others. Work generally consisted of (1) the preparation of reports and application for permitting and funding, (2) the production of design plans and documents for approval by regulatory and funding agencies and for use in bidding and construction. (3) working through the bidding process including conducting the pre-bid meeting, fielding questions from bidders, preparation of addenda to bid documents as necessary, review of bids, and recommendation to the client of the lowest responsible bidder, and (4) construction management including the oversight of construction inspection team, review and approval of monthly request for payment, review of shop drawings, periodic sight visits, preparation of the final punch list, and recommendation of approval of the completed project.

Bridge and Roadway Design:

Engineer in charge of production of project drawings in for bridge and roadway project for the WVDOT. Bridge work included the design of the structure including substructure and superstructure. All projects included excavation and grading for road realignment with ancillary design work such as paving design, utility relocation, drainage modifications, maintenance of traffic, and temporary access. Project include bridges in Spanishburg, Hemphill, and Cedar Grove and roadway work in Pineville and Mercer County.

Site Development and Earthwork:

Engineer in charge of the site development of the WVDOT District Headquarters site in Gardner, The Princeton Health and Fitness Center in Princeton, various AEP substation sites, and among the engineers involved in the King Coal – Coalfields Expressway interchange in McDowell and Wyoming Counties. These projects included preparation of



project construction plans including the balancing of cuts and fills, preparation of cross section, incorporation of required storm retention and drainage components, access roads, parking, and utility services as applicable.

1988 - 1989: Engineer in Training, West Virginia Department of Highways, Princeton, West Virginia.

Basic engineering work in the district level maintenance and construction departments.





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BETHANY LYNN WOLFE

Project Manager

Degrees Held

B.S. Environmental Studies, College of West Virginia, Beckley, WV
May 2000, Cumulative GPA 3.95 Summa cum laude graduate

Certifications

West Virginia Qualified Big Sandy crayfish/Guyandotte River crayfish Surveyor
(USFWS, June 2016)

Additional Training:

- WV Dept. of Environmental Protection, Division of Mining & Reclamation, Industry Training – Endangered Species Consultations (December 9, 2019)
- WV Dept. of Environmental Protection, Industry Training – NPDES Industry Workshop (December 5, 2019)
- WV Dept. of Environmental Protection, Industry Training – US Fish & Wildlife Consultations, NPDES and SMA Permit Prep (November 2018)
- WV Dept. of Environmental Protection, Industry Training - NPDES (April & May 2018)
- National Conservation Training Center – Ecology and Conservation of North American Crayfishes. (November 2017)
- WV Div. of Natural Resources, Crayfish Identification Workshop – Big Sandy crayfish and Guyandotte River crayfish (May 2016)
- West Virginia University, Freshwater Mussels of West Virginia: Life History and Identification (February 2015 & February 2016)
- WV Dept. of Environmental Protection, Industry Workshop: Narrative Water Quality Standards Update, Surface Water Runoff Analyses, Above Ground Storage Tanks, Bat Survey Requirements for Threatened & Endangered Species, Water Quality and Selenium Research (October 2015)
- Weis Builders, How to Write and Implement a Stormwater Pollution Prevention Plan (March 2009)
- NC State University by The Swamp School, Wetland Delineation Training (September 2008)
- WV Division of Natural Resources, Scientific Collection of Benthics and Fish, Methods and Database Reporting (November 2007)
- WV Dept. Of Environmental Protection, Division of Air Quality, Permit Workshop (July 2004)
- WV Dept. of Environmental Protection and U.S. Army Corps of Engineers, Clean Water Act 401/404 Permits (May 2004)
- U.S. Coast Guard, Homelands Security, Facility Security Plans (March 2004)
- WV Dept. Of Environmental Protection, Division of Mining & Reclamation, Surface

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- Mining Applications, 401 Certifications, Anti-degradation (December 2002)
• 40-Hour Hazardous Waste Operations/Emergency Response OSHA (December 2001)

General Background:

October 2007 – Present: Project Manager/Assistant Project Manager, Alliance Consulting Inc., Beckley, West Virginia

In this position, Ms. Wolfe is responsible for preparation of environmental studies, including conducted field surveys when applicable, and preparation of permitting applications in order to establish programs for environmental compliance. She plays an important role in coordinating between clients and agencies. Documents prepared include but are not limited to Stream and Wetland Delineation Reports, Benthic Macroinvertebrate Studies, Crayfish Habitat Assessments and Survey Reports, State 401 Water Quality Permit Applications, Army Corps of Engineers Section 404 permits, NPDES Article 11, Coal Mining Applications, Article 3 and 4, Stormwater Construction Permits, and Spill Prevention Control and Countermeasures Plans. Non-environmental documents prepared include Homelands Security Plans, Homelands Security Drills and Exercises, Petroleum Product Quality Management Plans, and Company Central Ownership & Control Files.

November 2000 - October 2007: Environmental Project Manager, Beaver Creek Engineering & Environmental Services, PLLC / Marathon Technical Services, Inc., Summersville, West Virginia

Ms. Wolfe was responsible for management of environmental projects for various clients which included assisting with implementation of plans and programs for compliance with state and federal environmental regulations. Daily tasks included coordination between client and regulatory agency, preparation of multiple permit applications, preparation of monitoring plans, and conducting the following: Stream Delineations, Phase I Environmental Site Assessments, Wetland Area Evaluations, Reclamation Liability Audits and Royalty Audits, and Benthic Stream Collections. In addition, she supervised and delegated projects to other employees and prepared proposals for potential clients.

Relevant Project Experience:

1. Ms. Wolfe for the WVDOH conducted presence/absence crayfish surveys for the Big Sandy crayfish in 2017 & 2019 for various proposed bridge projects in the Tug Fork River and tributaries within the Big Sandy basin.
2. Ms. Wolfe has conducted habitat assessments and presence/absence surveys for the Guyandotte River crayfish for in the Guyandotte River in 2019.
3. Ms. Wolfe assisted with the Macroinvertebrate collections in 2018 and 2019 in Still Run as required in relation to the potential for incidental capture of Guyandotte River crayfish.



4. Ms. Wolfe has worked with the design team to permit mine water treatment systems including transfer lines for chlorides and selenium laden waters, diffusers, liners, and bio-reactors for mining clients.
5. Ms. Wolfe has completed multiple Individual State Water Quality Section 401 permits for various clients.
6. Ms. Wolfe has completed multiple Army Corps of Engineers Section 404 Permits, (including IPs, NWP 14, 21, and 50) for clients in various industries.
7. Mr. Wolfe has completed multiple ephemeral/intermittent stream delineation and wetland delineations reports
8. Ms. Wolfe has assisted in the management of environmental and security affairs for a bulk petroleum storage facility.
9. Ms. Wolfe has prepared NPDES permits and Water Quality / Probable Hydrologic Consequence Analysis for multiple companies. In addition, Stormwater NPDES permits have been prepared for various industrial sites and clients.
10. Ms. Wolfe has completed Phase I Environmental Site Assessments in cooperation with other Environmental Professionals for commercial and undeveloped sites.



4. ORAL PRESENTATIONS/INTERVIEWS

Alliance understands that, if selected, individual interviews/oral presentations will be conducted to determine the most qualified to provide the engineering design services required. Alliance will be ready to provide any and all materials/information required to clarify any information in this submittal. In addition, Alliance will be pleased to provide a 15-30 minute presentation if desired to discuss the following:

- Company background and range of services available.
- Procedures for communication with designated contacts of the Project.
- History of projects constructed within budget.
- History of projects completed on time.
- Experience of staff necessary to complete the Project.



VENDOR ADMINISTRATIVE INFORMATION

Solicitation No.: CEOI 0310 DNR2300000005



VENDOR ADMINISTRATIVE INFORMATION

The following vendor information is being provided as it may be beneficial in the review and selection process:

- Vendor Identification Number & Licenses
- Federal Employee Identification Number
- Proof of Workers Compensation Coverage and Professional Liability Insurance
- Proof of WV SWAM Small Business Certification



1. VENDOR IDENTIFICATION NUMBER AND LICENSES

The Vendor Identification # as maintained in the WV Oasis system for Alliance Consulting, Inc. is as listed below:

000000210866

As documented herein, Alliance staff hold various licenses and certifications from Professional Engineering Licenses to Endangered Species Surveyor Permits. Copies of specific documents can be provided upon request.



2. FEDERAL EMPLOYEE IDENTIFICATION NUMBER

The Federal Employee Identification Number for Alliance Consulting, Inc. is as listed below:

55-0778450



3. PROOF OF WORKERS COMPENSATION COVERAGE AND PROFESSIONAL LIABILITY INSURANCE

Documentation of the Workers Compensation Coverage and liability insurance with the minimum limits as required is included on the page that follows. In addition, Alliance maintains an umbrella policy. Proof of coverage is included on the page that follows.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of West Virginia, LLC PO Box 2627 Huntington WV 25726	CONTACT NAME: Mrs. Pat Stutler
	PHONE (A/C, No, Ext): (304) 736-2222 FAX (A/C, No): (304) 302-3401
	E-MAIL ADDRESS: pat.stutler@assuredpartners.com
INSURED Alliance Consulting, Inc. 124 Philpott Lane Beaver WV 25813	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co. NAIC # 10677 INSURER B: BrickStreet Mutual Insurance 12372 INSURER C: Continental Casualty Company 524126 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2023-2024

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ENP0124907	2/23/2023	2/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		EBA0124907	2/23/2023	2/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		ENP0124907 Umbrella is follow form Primary Non Limit is 9M	2/23/2023	2/23/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/>	N/A	WCB1012411 WV & PA Included WV Broad Form WC990304 Incl	2/23/2023	2/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			EEH591871941	3/1/2023	3/1/2024	Each Claim Limit/Aggregate Limit 5,000,000 Deductible 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mrs. Pat Stutler/PAT

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4. PROOF OF WV SWAM SMALL BUSINESS CERTIFICATION

Documentation of Alliance's WV SWAM Small Business Certification is included on the page that follows.





MARK D. SCOTT
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

W. MICHAEL SHEETS
DIRECTOR

June 14, 2022

ALLIANCE CONSULTING INC
124 PHILPOTT LN
BEAVER, WV 25813

Braden Hoffman:

This is to notify you that your Small, Women-, and Minority-Owned Businesses (SWAM) Certification Application has been approved based on your representations that the vendor named above meets the definition of a Small, Women-, and Minority-Owned Businesses as set forth in the *West Virginia Code of State Rules 148-22-1 et seq.* This certification becomes effective:

06/14/2022

And shall automatically expire without notice two years after the effective date unless revoked by the Purchasing Director or upon expiration pursuant to the *West Virginia Code of State Rules 148-22-8.* The type(s) of Small, Women-, and Minority-Owned Businesses (SWAM) Certification approved for your entity:

Small Business

At the end of your two-year certification period, if you wish to reapply, please complete a WV-1 form or apply for re-certification through the Vendor Self-Service portal at wvOASIS.gov. Complete renewal instructions, application forms, and a list of all SWAM-Certified entities are available online at www.state.wv.us/admin/purchase/VendorReg.html.

If you have questions, please contact the West Virginia Purchasing Division at 304-558-2306.

Sincerely,

A handwritten signature in cursive script that reads "Terra Oliver".

Terra Oliver
Vendor Registration Coordinator