



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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 2

List View

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

Procurement Folder: 1257367

Procurement Type: Central Purchase Order

Vendor ID: 000000205209

Legal Name: LA GATES COMPANY

Alias/DBA:

Total Bid: \$0.00

Response Date: 08/24/2023

Response Time: 11:29

Responded By User ID: LMorgan1

First Name: Lance

Last Name: Morgan

Email: lmorgan@lagates.com

Phone: 304-256-1640

SO Doc Code: CEOI

SO Dept: 0313

SO Doc ID: DEP2400000002

Published Date: 8/8/23

Close Date: 8/24/23

Close Time: 13:30

Status: Closed

Solicitation Description: EOI - 2023 AML Contract S1

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1257367  
**Solicitation Description:** EOI - 2023 AML Contract S1  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2023-08-24 13:30	SR 0313 ESR08242300000000926	1

**VENDOR**  
 000000205209  
 L A GATES COMPANY

**Solicitation Number:** CEOI 0313 DEP2400000002  
**Total Bid:** 0  
**Response Date:** 2023-08-24  
**Response Time:** 11:29:12  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Professional Svcs - Holden (Curry) Drainage				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

Professional Svcs - Holden (Curry) Drainage

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Professional Svcs - Curtis Mine Openings				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

Professional Svcs - Curtis Mine Openings

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Professional Svcs - Whitman Refuse Pile				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

Professional Svcs - Whitman Refuse Pile

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Professional Svcs - Logan (Ratz) Drainage				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

Professional Svcs - Logan (Ratz) Drainage

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Professional Svcs - Switzer (Castle) Subsidence				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

Professional Svcs - Switzer (Castle) Subsidence

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Professional Svcs - Rockhouse Fork (Caudill) Drainage				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

Professional Svcs - Rockhouse Fork (Caudill) Drainage

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Professional Svcs - Williamson (Lusk) LS				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

Professional Svcs - Williamson (Lusk) LS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Professional Svcs - Jennie Creek (Messer) Portals				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

Professional Svcs - Jennie Creek (Messer) Portals

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Professional Svcs - Buffalo Trail Portals				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

Professional Svcs - Buffalo Trail Portals

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Professional Svcs - Fireco Refuse Piles				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

Professional Svcs - Fireco Refuse Piles

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Professional Svcs - Coaldale Coke Ovens and Drainage				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

Professional Svcs - Coaldale Coke Ovens and Drainage

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Professional Svcs - Wyoming County LCAP				0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

Professional Svcs - Wyoming County LCAP



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:** 1257367  
**Doc Description:** EOI - 2023 AML Contract S1  
**Proc Type:** Central Purchase Order

**Reason for Modification:**

Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-07	2023-08-24 13:30	CEOI 0313 DEP2400000002	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 000000205209  
**Vendor Name :** L.A. Gates Company, Inc  
**Address :**  
**Street :** 2302 South Fayette Street  
**City :** Beckley  
**State :** West Virginia **Country :** United States **Zip :** 25801  
**Principal Contact :** Thomas L. Morgan, PE  
**Vendor Contact Phone:** 304-256-1640 **Extension:** 125

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor Signature X** *Thomas L. Morgan, PE* **FEIN#** 55-0649591 **DATE** August 24, 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" or "Bids") for the West Virginia Department of Environmental Protection, Division of Land Restoration, Office of Abandoned Mine Lands and Reclamation (WVDEP-DLR-AML) ("Agency"), for A/E design, planning, realty, and construction services. Aspects of the design, planning, realty, and construction oversight services are to include, but not be limited to; Civil, Geological and Hydrological per the attached specifications and terms and conditions.

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

Line	Comm Ln Desc	Qty	Unit Issue
1	Professional Svcs - Holden (Curry) Drainage		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**

Professional Svcs - Holden (Curry) Drainage

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

Line	Comm Ln Desc	Qty	Unit Issue
2	Professional Svcs - Curtis Mine Openings		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**

Professional Svcs - Curtis Mine Openings



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

Line	Comm Ln Desc	Qty	Unit Issue
3	Professional Svcs - Whitman Refuse Pile		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**  
Professional Svcs - Whitman Refuse Pile

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

Line	Comm Ln Desc	Qty	Unit Issue
4	Professional Svcs - Logan (Ratz) Drainage		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**  
Professional Svcs - Logan (Ratz) Drainage

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

Line	Comm Ln Desc	Qty	Unit Issue
5	Professional Svcs - Switzer (Castle) Subsidence		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**  
Professional Svcs - Switzer (Castle) Subsidence

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

Line	Comm Ln Desc	Qty	Unit Issue
6	Professional Svcs - Rockhouse Fork (Caudill) Drainage		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**  
Professional Svcs - Rockhouse Fork (Caudill) Drainage

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

Line	Comm Ln Desc	Qty	Unit Issue
7	Professional Svcs - Williamson (Lusk) LS		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**  
Professional Svcs - Williamson (Lusk) LS

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

Line	Comm Ln Desc	Qty	Unit Issue
8	Professional Svcs - Jennie Creek (Messer) Portals		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**  
Professional Svcs - Jennie Creek (Messer) Portals

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

Line	Comm Ln Desc	Qty	Unit Issue
9	Professional Svcs - Buffalo Trail Portals		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**  
Professional Svcs - Buffalo Trail Portals

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

Line	Comm Ln Desc	Qty	Unit Issue
10	Professional Svcs - Fireco Refuse Piles		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**  
Professional Svcs - Fireco Refuse Piles

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

Line	Comm Ln Desc	Qty	Unit Issue
11	Professional Svcs - Coaldale Coke Ovens and Drainage		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**  
Professional Svcs - Coaldale Coke Ovens and Drainage

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

Line	Comm Ln Desc	Qty	Unit Issue
12	Professional Svcs - Wyoming County LCAP		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**  
Professional Svcs - Wyoming County LCAP

**SCHEDULE OF EVENTS**

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

2023 AML Contract S1

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2. Section One: General Information
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4. Section Three: Project Specifications
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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” or “Bids”) for the West Virginia Department of Environmental Protection, Division of Land Restoration, Office of Abandoned Mine Lands and Reclamation (WVDEP-DLR-AML) (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
2. **PROJECT:** The purpose of the Group of Projects (as listed below 1 through 12) for which bids are being solicited is to provide the planning, realty, design, and construction oversight services for each project:
  - 1) Holden (Curry) Drainage
  - 2) Curtis Mine Openings
  - 3) Whitman Refuse Pile
  - 4) Logan (Ratz) Drainage
  - 5) Switzer (Castle) Subsidence
  - 6) Rockhouse Fork (Caudill) Drainage
  - 7) Williamson (Lusk) LS
  - 8) Jennie Creek (Messer) Portals
  - 9) Buffalo Trail Portals
  - 10) Fireco Refuse Piles
  - 11) Coaldale Coke Ovens and Drainage
  - 12) Wyoming County LCAP

# **EXPRESSION OF INTEREST**

2023 AML Contract S1

## **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](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

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

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

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## SECTION THREE: PROJECT SPECIFICATIONS

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

The successful A/E Firm will be responsible for the following services (as may be applicable for each of the Projects as listed in Section One):

- National Environmental Policy Act (NEPA) consultations and documentation
- Public Participation
- Infrastructure Investment Jobs Act (IIJA) compliance
- Determine legal ownership of properties
- Obtain exploratory and construction rights of entry
- Provide legal documentation to substantiate legal ownership findings
- Provide current mapping, perform survey and other related services
- Perform Site and Geotechnical Investigations
- Design temporary and permanent access or accesses for construction and future maintenance
- Slope stabilization
- Design multiple portal seals and regrades
- Design reclamation of exposed coal refuse and mine spoil
- Design of drainage conveyances, including drainage channels, underdrains, and/or other controls to safely convey water off-site
- Design reclamation of landslide areas and subsidence features
- Construction quality assurance and quality control (QA/QC)
- Provide resident project representative/inspector
- Prepare daily construction activity logs summarizing activities
- Provide engineering support and services throughout construction
- Provide Engineers certification report

**Locations:** Projects are in Logan, Mingo, Raleigh, McDowell, and Wyoming Counties.

**The sites are around multiple residences; potential vendors are not to show up on occupied residences. Site visits will be performed with the highest scoring Vendor during the negotiation phase of this solicitation.**

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- 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. NEPA tasks and IJA compliance.
- 2.2. Determine legal ownership of properties and provide legal documentation to substantiate legal ownership findings (if required).
- 2.3. Develop construction plans and technical specifications for all aspects to reclaim mine portals, drainage controls and systems, slope stabilization, coal refuse reclamation, stream restoration, subsidence repair, storm water and erosion and sediment control, regrade and revegetation, and all other conditions encountered on the project sites.
- 2.4. Obtain/maintain/release all required permits.
- 2.5. Provide resident project representative, QA/QC certification, and prepare daily field activity logs summarizing construction activities.

- 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 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.

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

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

An Oral Presentation will be conducted with the firms selected as the most qualified by the WVDEP Selection Committee. The Committee will schedule the interviews.

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

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



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## 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.

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.

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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:

- Understanding of Project Scope (25) Points Possible
  - Relevant Experience (25) Points Possible
  - Available Resources
    - a. Current Staffing
    - b. Surveying/Mapping
    - c. Drilling/Geotechnical (25) Points Possible
  - Performance History (25) Points Possible
- Total**            100

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## **SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

**Term Contract**

**Initial Contract Term:** 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](mailto: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)

*Thomas L. Morgan, PE*

\_\_\_\_\_  
(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.

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Company

*Thomas L. Morgan, PE*

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Authorized Signature

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Date

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

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

Attachment "A"

PROJECT NAME <b>2023 AML Contract S2</b>	DATE (DAY, MONTH, YEAR) <b>22 August 2023</b>	FEIN <b>55-0649591</b>
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1. FIRM NAME <b>L.A. Gates Company, Inc</b>	2. HOME OFFICE BUSINESS ADDRESS <b>2302 South Fayette Street Beckley, WV 25801</b>	3. FORMER FIRM NAME <b>N/A</b>
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4. HOME OFFICE TELEPHONE <b>304-256-1640</b>	5. ESTABLISHED (YEAR) <b>1985</b>	6. TYPE OWNERSHIP Individual <b>Corporation</b> Partnership Joint-Venture	6a. WV REGISTERED DBE (Disadvantaged Business Enterprise) YES <b>NO</b>
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7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE  
**2302 South Fayette Street, Beckley, WV 25801 / 304-256-1640 / Jerry W. Cantley, PE, PS / 9**

8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM <b>Leslie A. Gates, Jerry W. Cantley, Gary Keaton</b>	8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS
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9. PERSONNEL BY DISCIPLINE

<u>4</u> ADMINISTRATIVE <u>—</u> ARCHITECTS <u>0</u> <b>BIOLOGIST</b> <u>5</u> <b>CADD OPERATORS</b> <u>—</u> CHEMICAL ENGINEERS <u>5</u> <b>CIVIL ENGINEERS</b> <u>1</u> CONSTRUCTION INSPECTORS <u>5</u> DESIGNERS <u>1</u> DRAFTSMEN	<u>—</u> ECOLOGISTS <u>—</u> ECONOMISTS <u>1</u> ELECTRICAL ENGINEERS <u>—</u> ENVIRONMENTALISTS <u>—</u> ESTIMATORS <u>—</u> <b>GEOLOGISTS</b> <u>—</u> HISTORIANS <u>—</u> HYDROLOGISTS	<u>—</u> LANDSCAPE ARCHITECTS <u>8</u> MECHANICAL ENGINEERS <u>2</u> <b>MINING ENGINEERS</b> <u>—</u> PHOTOGRAMMETRISTS <u>—</u> PLANNERS: URBAN/REGIONAL <u>—</u> SANITARY ENGINEERS <u>—</u> SOILS ENGINEERS <u>1</u> SPECIFICATION WRITERS	<u>3</u> STRUCTURAL ENGINEERS <u>2</u> <b>SURVEYORS</b> <u>4</u> TRAFFIC ENGINEERS <u>—</u> OTHER  <u>42</u> TOTAL PERSONNEL
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**TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: 7**  
**\*RPEs other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.**

10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE?  YES  NO

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

Attachment "A"

PROJECT NAME <b>2023 AML Contract S2</b>	DATE (DAY, MONTH, YEAR) <b>22 August 2023</b>	FEIN <b>75-3209892</b>
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1. FIRM NAME <b>Enviroprobe Integrated Solutions, Inc.</b>	2. HOME OFFICE BUSINESS ADDRESS <b>630 Cross Lanes Dr. Nitro, WV 25143</b>	3. FORMER FIRM NAME <b>N/A</b>
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4. HOME OFFICE TELEPHONE <b>304-776-6717</b>	5. ESTABLISHED (YEAR) <b>2006</b>	6. TYPE OWNERSHIP Individual <b>Corporation</b> Partnership    Joint-Venture	6a. WV REGISTERED DBE (Disadvantaged Business Enterprise) YES <b>NO</b>
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7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE  
**630 Cross Lanes Drive, Nitro, WV 25143 / 304-776-6717 / Rod Moore**

8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM <b>Ronda J. Moore, Roderic E Moore</b>	8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS
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9. PERSONNEL BY DISCIPLINE

<u>3</u> ADMINISTRATIVE — ARCHITECTS — <b>BIOLOGIST</b> — <b>CADD OPERATORS</b> — CHEMICAL ENGINEERS <u>2</u> <b>CIVIL ENGINEERS</b> — CONSTRUCTION INSPECTORS — DESIGNERS <u>1</u> DRAFTSMEN	— ECOLOGISTS — ECONOMISTS — ELECTRICAL ENGINEERS <u>3</u> ENVIRONMENTALISTS — ESTIMATORS — <b>GEOLOGISTS</b> — HISTORIANS — HYDROLOGISTS	— LANDSCAPE ARCHITECTS — MECHANICAL ENGINEERS — <b>MINING ENGINEERS</b> — PHOTOGRAMMETRISTS — PLANNERS: URBAN/REGIONAL — SANITARY ENGINEERS <u>1</u> SOILS ENGINEERS — SPECIFICATION WRITERS	— STRUCTURAL ENGINEERS — <b>SURVEYORS</b> — TRAFFIC ENGINEERS <u>21</u> OTHER  <u>30</u> TOTAL PERSONNEL
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**TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: 2**  
**\*RPEs other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.**

10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE?     YES     NO

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

NAME AND ADDRESS: Enviroprobe Integrated Solutions, Inc. 630 Cross Lanes Drive Nitro, WV 25143	SPECIALTY: Geotechnical Engineering, Drilling, Remediation, Environmental Consulting	WORKED WITH BEFORE  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS: True Line Inc. P.O. Box 85 Thorpe, WV 24888	SPECIALTY: Surveying, Mining Engineering, Land Management	WORKED WITH BEFORE  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  <input type="checkbox"/> Yes <input type="checkbox"/> No

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

**YES** Description and Number of Projects: Our staff has worked on numerous projects both directly employed by the mining industry or with consulting firms for design and reclamation of mining properties.

NO

B. Is your firm experienced in Soil Analysis?

**YES** Description and Number of Projects: Our project team is highly experienced in soil analysis both outside of mining properties or working on mining reclamation projects directly with AML.

NO

C. Is your firm experienced in hydrology and hydraulics?

**YES** Description and Number of Projects: Numerous projects including site development, highway design, and gas industry projects.

NO

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

**YES** Description and Number of Projects: With 10 projects to date, we have the capacity, equipment, and staff to perform aerial mapping for projects. Our project team expands this capability.

NO

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

**YES** Description and Number of Projects: Numerous projects, including AML funded waterline design to serve communities. Our team has worked on projects evaluating source water disruption from existing mines.

NO

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

**YES** Description and Number of Projects: \_\_\_\_\_

**NO**

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

NAME & TITLE (Last, First, Middle Int.) <b>Morgan, Thomas, L.</b> <b>Director of Utility Services</b>	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:  <b>5</b>	YEARS OF AML RELATED DESIGN EXPERIENCE:  <b>8</b>	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:  <b>24</b>

Brief Explanation of Responsibilities

Project management, design of water, wastewater, site development, drainage, erosion and sediment control, irrigation, assembling specifications and contract documents, construction management, inspection, property research, easement and rights-of-way preparation and acquisition, scheduling, estimating, grant writing, project coordination, staff management.

EDUCATION (Degree, Year, Specialization)

**B.S. Civil Engineering Technology, 1999, Bluefield State University**

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS  <b>ASCE</b>	REGISTRATION (Type, Year, State) <b>PE, 2005, West Virginia</b> <b>PE, 2005, Virginia</b>
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13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES **RESPONSIBLE FOR AML PROJECT DESIGN** (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.) <b>Austin, Billy, L.</b> <b>Project Designer</b>	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:  <b>2</b>	YEARS OF AML RELATED DESIGN EXPERIENCE:  <b>13</b>	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:  <b>3</b>

Brief Explanation of Responsibilities

Water, wastewater, stormwater management, site development, earthwork calculations, soil stabilization, estimating, erosion and sediment control, easement preparation, mapping, drainage, inspection

EDUCATION (Degree, Year, Specialization)

**A.S. Drafting and Design, 2013, West Virginia University Institute of Technology**

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS  <b>N/A</b>	REGISTRATION (Type, Year, State)  <b>N/A</b>
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13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES **RESPONSIBLE FOR AML PROJECT DESIGN** (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
Cantley, Jerry, W. President	0	0	33

Brief Explanation of Responsibilities

Company oversight, design review, scheduling, estimating, contract document preparation and review.

EDUCATION (Degree, Year, Specialization)

B.S. Civil Engineering, 1987, West Virginia University Institute of Technology

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State)
President Elect ASCE WV, WV for Better Transportation	PE, 1991, West Virginia & Virginia LS, 1991, West Virginia

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
Krabill, Karen Senior Engineer	10	10	

Brief Explanation of Responsibilities

Senior Engineer responsible for all aspects of civil and geotechnical engineering projects. Includes project management, review of other engineer's work products and calculations, design, drawings, and report writing.

EDUCATION (Degree, Year, Specialization)

BSCE-1984 – West Virginia University. Additional graduate level coursework in Geotechnical Engineering 1986)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State)
	PE (WV, PA, MD, KY, OH)

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

NAME & TITLE (Last, First, Middle Int.) <b>Moore, Roderic Geotechnical</b>	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE: <b>0</b>	YEARS OF AML RELATED DESIGN EXPERIENCE: <b>0</b>	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE: <b>0</b>

Brief Explanation of Responsibilities

**Responsible for all aspects of geotechnical engineering project including personnel assignments, project coordination, review of engineering work products, calculations and drawings.**

EDUCATION (Degree, Year, Specialization)

**BSC E 1992 – West Virginia University, MSCE 1994 – West Virginia University**

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS <b>President Elect ASCE WV, WV for Better Transportation</b>	REGISTRATION (Type, Year, State) <b>PE (WV, OH, PA, VA). CWD (WV, KY, TN, NC)</b>
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13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES **RESPONSIBLE FOR AML PROJECT DESIGN** (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.) <b>Haye, Daniel, P. Drone Pilot &amp; Drainage</b>	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE: <b>0</b>	YEARS OF AML RELATED DESIGN EXPERIENCE: <b>12</b>	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE: <b>0</b>

Brief Explanation of Responsibilities

**Drone pilot, project mapping, drainage design, field recon.**

EDUCATION (Degree, Year, Specialization)

**B.S. Civil Engineering Technology, 2012, Bluefield State University**

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State) <b>Part 107 Remote Pilot, 2021, U.S.</b>
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13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES **RESPONSIBLE FOR AML PROJECT DESIGN** (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.) <b>Corner, James</b> <b>Survey Manager &amp; Consultant</b>	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE: <b>0</b>	YEARS OF AML RELATED DESIGN EXPERIENCE: <b>11</b>	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE: <b>0</b>

Brief Explanation of Responsibilities

**Property research, boundary surveys, management of various surveying projects utilizing static GPS, RTK GPS, and total stations.**

**Slope stability analysis, mine planning, coal mining feasibility and quality assessment, water quality management.**

EDUCATION (Degree, Year, Specialization)

**BS Mining Engineering, 2007, Bluefield State University**

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS <b>Adjunct Faculty, Mining Engineering, Bluefield State University</b>	REGISTRATION (Type, Year, State) <b>PE, PS, West Virginia &amp; Virginia</b> <b>Professional Certified Mine Surveyor, WV</b> <b>Licensed General Building Contractor, WV</b>
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13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES **RESPONSIBLE FOR AML PROJECT DESIGN** (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.) <b>Baldwin, Erik</b> <b>Design Consultant</b>	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE: <b>0</b>	YEARS OF AML RELATED DESIGN EXPERIENCE: <b>22</b>	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE: <b>2</b>

Brief Explanation of Responsibilities

**Consulting for environmental design, slope stability, flood modeling, surface water drainage control, and environmental reclamation.**

EDUCATION (Degree, Year, Specialization)

**B.S. Civil Engineering Technology, 1996, Bluefield State University**  
**M.S. Engineering (Emphasis in Environmental Engineering), 2004, Marshall University**

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State) <b>PE - WV, VA, OH</b> <b>LS - WV, VA</b>
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14. PROVIDE A LIST OF SOFTWARE AND EQUIPMENT AVAILABLE IN THE PRIMARY OFFICE WHICH WILL BE USED TO COMPLETE AML DESIGN SERVICES

AutoCad 2023/24, StormCad, HydroCAD, Hydraulic Toolbox 5.2			Arcview/GIS	HEC-RAS
Phantom 4 Pro	PIX 4D Mapper	EMLID Reach M2	Carlson Software	HEC-HMS
BoxCar	GRLWEAP	L Pile	SedCad	WIN-TR55
AASHTOWare Bridge Rating		Risa 2D	Microstation	Open Roads
Microsoft Programs (Excel, Word, Project)			Infracore 2024	Google Earth
CME 45C Track-mounted Drill Rig		Multiple (over 15) drillers, helpers, and equipment operators		
CME 45C Track-mounted Drill Rig		Geoprobe 8150LS Track-mounted Sonic Drill Rig		
Geoprobe 3230DT Track-mounted Drill Rig		Geoprobe 7822DT Track-mounted Drill Rig		
Deidrich D50 Track-mounted Drill Rig		Deidrich D25D Track-mounted Drill Rig		
VacMaster 1000 Hydro and Air Vacuum Unit		Marooka 800 Track Hauler		
CAT D3 Dozer		Kubota KX40 Excavator		
Kubota 95 Skid Loader		Kubota 75 Skid Loader		
Skid Loader Brush Hog		Skid Loader Rotary Mulcher		
Troxler Nuclear Density Gauge				
Blue Marble Global Mapper				
Sokkia Total Station (Multiple)				
Cerza GPS Total System				
Carlson Hemisphere GPS RTK System				

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

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
White Oak Mountain Rd Waterline Extension Project Water Line Design White Oak, WV	Cool Ridge - Flat Top PSD P.O. Box 550 Cool Ridge, WV 25825	Hydraulic calculation, water line design, easement prep., AML coordination, inspection, contract administration.	\$ 1,800,000  100% AML Funding	99%
Terra Alta Compressor Station Station upgrade project Terra Alta, WV	TC Energy/Columbia Gas Transmission 1700 MacCorkle Ave SE Charleston, WV 25314	Commissioning and startup services for new installed equipment	\$ 40,000,000	90%
Eastern NC Economic Expansion Natural gas facility construction Eastern North Carolina	Duke Energy/Piedmont Natural Gas 4720 Piedmont Row Dr. Charlotte, NC 28210	Owners engineer, manage design services, technical review of engineering design and specifications	\$ 220,000,000	20%
Mabscott Overhead Bridge +1 Bridge Replacement Project Highway & Bridge Design Mabscott, WV	WVDOH Building 5 1900 Kanawha Blvd E Charleston, WV 25305	Design and detailing of bridges, roadway approaches, permitting, hydraulic calculations, highway drainage, etc.	\$ 17,800,000	15%
Nucor Apple Grove RR Crossings Bridge Design for Steel Plant Apple Grove, WV	Nucor Steel West Virginia 1915 Rexford Road Charlotte, NC 28211	Bridge design & detailing including superstructure, substructure, grading, etc.	\$ 6,000,000	20%
Shady Spring to Beaver Road Widening Project Shady Spring, WV	WVDOH Building 5 1900 Kanawha Blvd E Charleston, WV 25305	Highway design, utility relocation, drainage, property coordination, standard details, inspection	\$ 44,000,000	10%
Northfolk Southern Railroad Various Improvements Projects Throughout US	Norfolk Southern 1200 Peachtree St NE Atlanta, GA 30301	Site and Building Design Utility Improvements Drainage Control	\$10,000,000	40%
TOTAL NUMBER OF PROJECTS: 14			TOTAL ESTIMATED CONSTRUCTION COSTS: \$ 339,600,000	



17. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM WAS THE DESIGNATED ENGINEER OF RECORD				
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)
Red Sulphur Bridge Design-Build Project Red Sulphur, WV	WVDOH Building 5 1900 Kanawha Blvd E Charleston, WV 25305	\$ 5,000,000	2022	In Progres
Valley Head T-Beam Bridge Bridge Replacement Staged Construction Valley Head, WV	WVDOH Building 5 1900 Kanawha Blvd E Charleston, WV 25305	\$ 2,000,000	2022	Yes
Beaver Bypass Highway Project Beaver to Eisenhower Drive Beaver, WV	WVDOH Building 5 1900 Kanawha Blvd E Charleston, WV 25305	\$ 47,000,000	2023	No
Dwale Compressor Station Station upgrade project Pikeville, KY	Diversified Energy 100 Diversified Way Pikeville, KY 41501	\$ 10,000,000	2022	Yes
Swain Meter Station New meter station construction Granville, PA	Blackhill Energy 945 Binker Hill Rd Houston, TX 77024	\$ 15,000,000	2022	Yes
Waterline Relocation Project Shady Spring to Beaver Shady Spring, WV	Beckley Water Company 119 S Heber Street Beckley, WV 25801	\$ 6,000,000	2023	No
Army National Guard Parking Lot Improvements Charleston, WV 25301	US Army National Guard 1703 Coonskin Drive Charleston, WV 25801	\$ 1,400,000	2022	Yes
Glen Morgan WWTP Glen Morgan, WV	Shady Spring Public Service District 144 Grandview Road Daniels, WV 25832	\$ 9,400,000	2022	No

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

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

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

20. The foregoing is a statement of facts.

Signature: Thomas L. Morgan, PE Title: Director of Utility Services Date: August 22, 2023

Printed Name: Thomas L. Morgan, PE



AML and RELATED PROJECT EXPERIENCE MATRIX																						
PROJECT	Exp. Basis C=Corp. P=Personnel *	Additional Info Provided in Section (s) **	PROJECT EXPERIENCE REQUIREMENTS														PRIMARY STAFF PARTICIPATION/CAPACITY *** M=Management P=Professional					
			Abandoned Surface Mine Reclamation	Abandoned Deep Mine Reclamation	Portal/Shaft Closure	Hydrologic/Hydraulic Design/Eval.	Remining Evaluation	Mine/Refuse Fire Abatement	Subsidence Investigation Mitigation	Hazardous Waste Disposal	Project Specifications	Water Quality Evaluation/Nitigation/ Replacement	Construction Inspection/Managem ent	Water Treatment	Eq;uipment/Structure Removal	Stream Restoration	Geotechnical/Stability	L.A. Gates Company, Inc.	Enviroprobe	Trueline Surveying		
White Oak Water	C										X		X					M/P				
WV DEP AML - McConnell (Whisman) Burning Refuse	C								X										M/P			
WV DEP AML - Mullens (Martin) Subsidence	C									X									M/P			
Delbarton Emergency Slide	C		X															M		P		
Dry Branch Landslide II	C												X					M		P		
WV DEP AML - Maidsville (Lee) Mine Drainage II	C											X							M/P			
Alpha natural Resources Various	P		X	X	X	X	X		X		X	X	X		X	X	X	M/P		P		
WV DEP AML – Oceana Toler Drainage	C											X							M/P			
WV DEP AML – Maple Run	C																X		M/P			
Various Staff Resumes	P		X	X	X	X	X	X	X		X	X	X	X	X	X	X	P				
WV DEP AML - Bull Run #27	C																X		M/P			
WV DEP AML – DLM Coal Company	C																X		M/P			
WV DEP AML – Racoon Creek	C																X		M/P			

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

**AML and RELATED PROJECT EXPERIENCE MATRIX**

PROJECT	Exp. Basis C=Corp. P=Personnel *	Additional Info Provided in Section (s) **	PROJECT EXPERIENCE REQUIREMENTS														PRIMARY STAFF PARTICIPATION/CAPACITY *** M=Management P=Professional					
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WV DEP AML – 600 Johnson St. Oak Hill / Subsidence	C								X									M/P				
WV DEP AML - McConnell (Whisman) Burning Refuse	C							X										M/P				
WV DEP AML - Mullens (Martin) Subsidence	C								X									M/P				
GAI – WVDEP AML – Sneed Property Belle, WV	C															X		M/P				
WV DEP AML – Delbarton (Curry) Landslide	C															X		M/P				
WV DEP AML - Madsville (Lee) Mine Drainage II	C										X							M/P				
WV DEP AML – Mary Ruth Mine Bores	C															X		M/P				
WV DEP AML – Oceana Toler Drainage	C										X							M/P				
WV DEP AML – Maple Run	C															X		M/P				
WV DEP AML – Borgman Coal Company	C															X		M/P				
WV DEP AML - Bull Run #27	C															X		M/P				
WV DEP AML – DLM Coal Company	C															X		M/P				
WV DEP AML – Racoon Creek	C															X		M/P				

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

ABANDONED MINE LANDS (AML) CONTRACTOR INFORMATION FORM

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

**Part A: General Information**

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

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

If you plan to certify the existing AVS information or submit updates under Part C, you must include an OFT. Instructions for downloading an OFT from the AVS can be found at: <https://www.osmre.gov/sites/default/files/2022-02/OMB%201029-0119%20instructions.pdf>. If you require assistance you may contact the AVS Office by phone at: 800-643-9748, or by email at: [avshelp@osmre.gov](mailto:avshelp@osmre.gov).

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

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

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

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

\_\_\_\_\_  
Date\_\_\_\_\_  
Signature\_\_\_\_\_  
Title

**Part D: OFT Information**

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

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

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

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

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

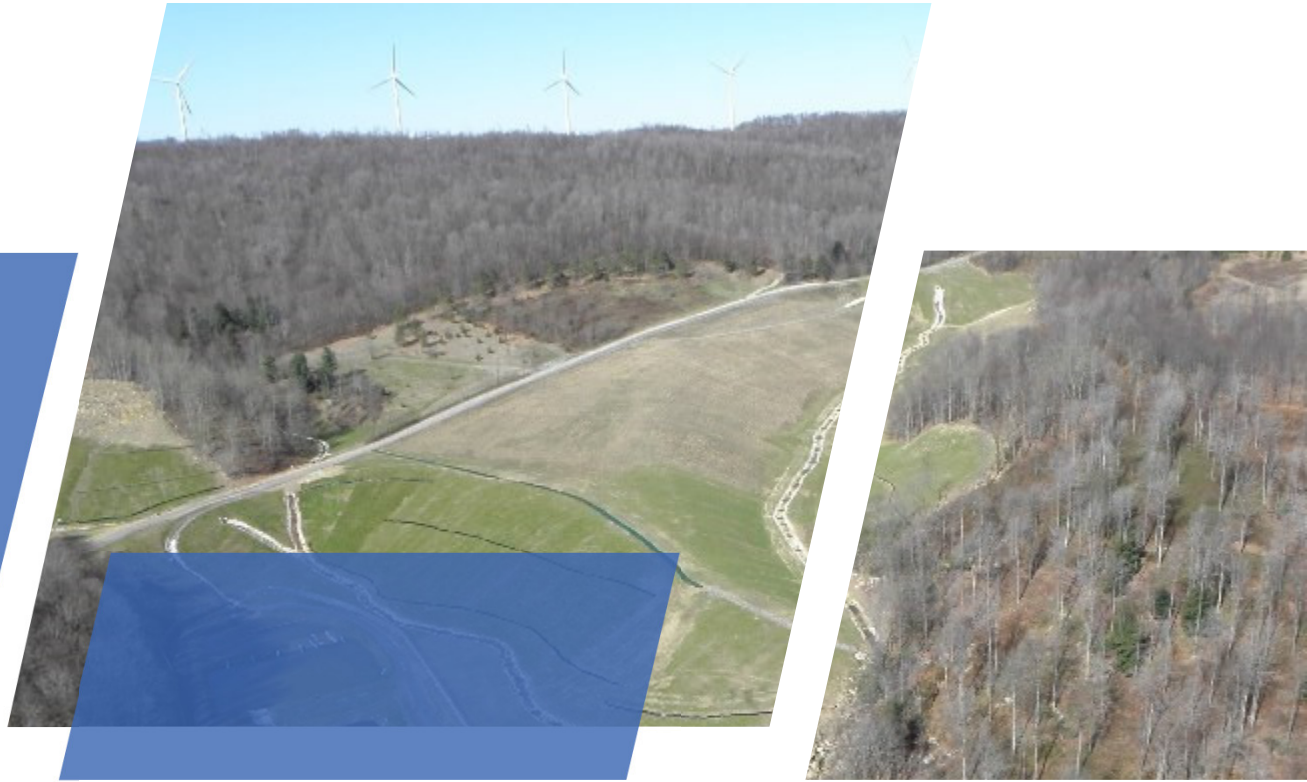
Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Begin Date: \_\_\_\_\_  
 End Date: \_\_\_\_\_  
 % Ownership: \_\_\_\_\_  
 Position/Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

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

**PAPERWORK REDUCTION STATEMENT**

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

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



**Statement of Qualifications for:  
Abandoned Mine Lands  
2023 AML Contract S1  
CEOI 0313 DEP24\*02**

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**August 24, 2023**

Presented to the *West Virginia of Environmental Protection*

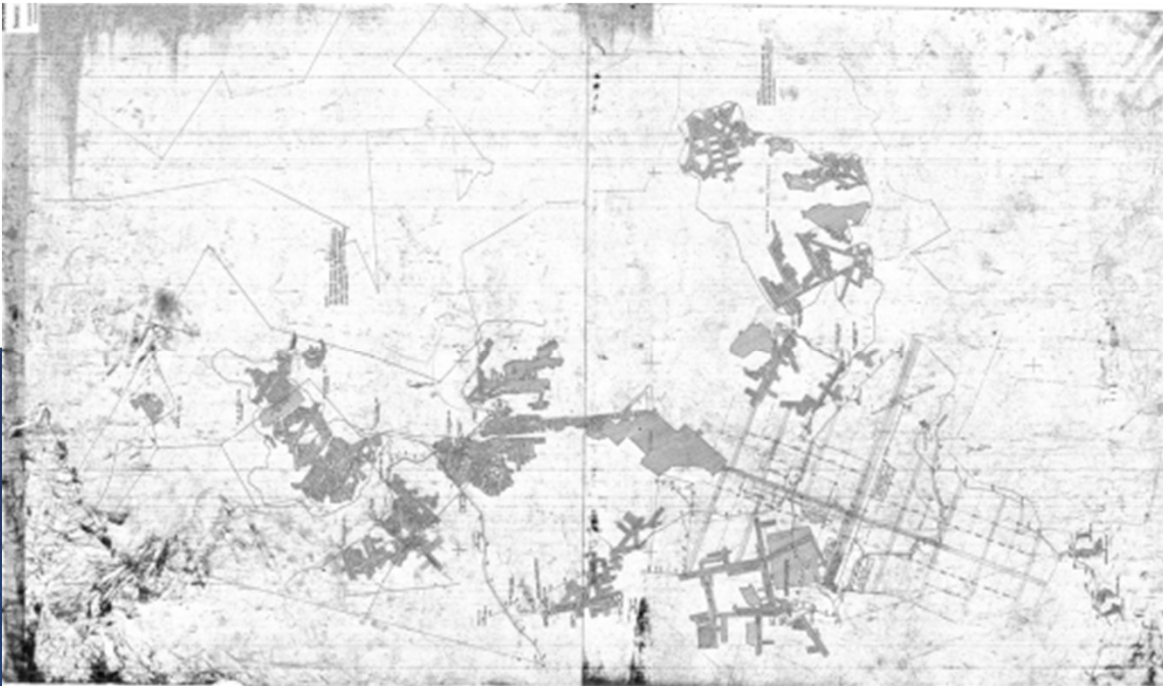


Presented By: L.A. Gates Company  
Lance Morgan, PE

2302 South Fayette Street  
Beckley, WV 25801  
304.256.1640 x125

# Table of Contents

1. Executive Summary
2. Description of Firm
3. Vitae of Key Professionals and Technical Staff
4. Description of Required Experience
5. Representative WVDEP/AML Staff Projects
6. Contact Information
7. Attachments



**L.A. Gates Company**  
Engineers & Consultants

## EXECUTIVE SUMMARY

Throughout the rich mining history in West Virginia, many areas have been disturbed and abandoned. The West Virginia Department of Environmental Protection, through the Abandoned Mine Lands(AML)program, have the monumental tasks of managing these sites. The L.A. Gates Company welcomes the opportunity top partner with AML to assist with the management, design, and construction administration of the contracts included in ContractS2.

As an engineering firm based in the Beckley area of WV, we have been providing these services throughout our region since 1985. The L.A. Gates Company and our project team have completed plans and specifications for numerous projects, and in partnership with the DEP/AML, since that time. We have highlights of our experience included in the proposal.

L.A. Gates has three offices in the state. Our main office is in Beckley and branch offices located in Charleston and Bluefield. These office locations put us at the center of the coalfields and the DEP offices. We can be on call and ready for any project. With our 40+ employees, we have the staff and capabilities to start on assignments immediately and can dedicate the resources necessary to see the project to completion in an expedited format.

Our partnerships with Enviroprobe and True Line give us the additional resources to tackle high profile projects with local knowledge of the service area. We feel that the local experience with the subconsultant format is beneficial to every project and we will utilize these relationships when needed to work on our projects together.

We at the L.A. Gates Company look forward to serving you under this contract. Should you have any questions or need additional clarification, please feel free to contact Lance Morgan, Director of Utility Services, at 304-256-1640 X125 or by email at [lmorgan@lagates.com](mailto:lmorgan@lagates.com).



**L.A. Gates Company**  
Engineers & Consultants



## Company History and Services

L. A Gates Company was established in Beckley, West Virginia, in January 1985, to provide civil and mining services but it began in 1920 when Lauren A. Gates joined Merrill-Ferguson Engineering Company. After World War II, his son, Leslie C. Gates, joined the firm and continued the Gates philosophy of providing professional services on time and at a reasonable cost. In 1961 the name of the firm was changed to the Gates Engineering Company. At that time, professional services were expanded to include civil engineering and architectural services both functioning independently.

In 1972, L. A. Gates, Lauren's grandson, joined Gates Engineering Company, Inc. to continue the Gates tradition of service. In 1976, services were expanded internationally with a branch office in Sydney, Australia. In 1980, Gates Engineering Company, Inc. became a wholly-owned subsidiary of Ebasco Services, Inc. a company originally started by Thomas A. Edison in 1905. By 1985, Ebasco dissolved the subsidiary and L.A. Gates became an independent engineering firm.

Today, L.A. Gates Company continues to offer the same professional service which began nearly 100 years ago headquartered in Beckley, WV. The company is comprised of a multi-disciplined team of engineers, designers, technicians, and construction managers that continues the company's legacy of excellence. Gates currently staffs of 38 employees, including 11 professional engineers, all licensed in West Virginia as well as many other surrounding states. The Gates name has become synonymous with a tradition of excellence in the Civil, Transportation, and Natural Gas industries.



**L.A. Gates Company**  
Engineers & Consultants





## KEY PERSONEL

- Lance Morgan, PE — Lance will work as project manager on your project. He has 24 years of experience in both the consulting and mining industries and has worked on numerous projects dealing with key issues that may arise under this contract. Lance's key responsibilities will be to oversee all projects, the staff, timeline and budgets as well as corresponding with DEP on assignments. He will also work hand in hand with your staff to make sure that the project that we are moving forward with meets the needs of the DEP.
- Jay Cantley PE, PS — As the President of our firm, Jay will oversee Lance and also work as the Quality Control Officer on projects. Jays' expertise and over 32 years of experience include drainage, transportation, utilities, E&S control, and surveying.
- Billy Austin – Mr. Austin has over 20 years' experience in design using Carlson and AutoCAD designing mining and reclamation projects including hazard abatement, subsidence plans, slip repair, portal drainage, water source impairment improvements, and other related site and stability designs.
- Enviroprobe Integrated Solutions – The staff of Enviroprobe has worked on numerous AML projects throughout the State. We have partnered with Enviroprobe on projects in the past and will continue this relationship utilizing their firm for technical analysis and design assistance on projects. Enviroprobe is currently partnered with AML and are well versed on the needs of projects associated with abandoned mine lands.
- TrueLine Surveying – TrueLine is a highly reputable survey and engineering firm in southern West Virginia working both directly with mining companies and engineering firms on all aspects of mining related projects. Again, we have partnered with TrueLine in the past and will utilize their knowledge and expertise for surveys and design assistance on projects.



## CONTACT INFORMATION

L.A. Gates Company, Inc.  
2302 South Fayette Street  
Beckley, WV 25801  
Phone: 304-256-1640  
Fax: 304-256-1617

Project Manager:  
Lance Morgan, PE  
Phone: 304-256-1640 X 125 Cell: 304-880-0938  
Email: [lmorgan@lagates.com](mailto:lmorgan@lagates.com)

President:  
Jay Cantley, PE, PS  
Phone: 304-256-1640 X 107 Cell: 304-673-5599  
Email: [jcantley@lagates.com](mailto:jcantley@lagates.com)



**L.A. Gates Company**  
Engineers & Consultants

## REPRESENTATIVE PROJECTS

WV DEP and Abandoned Mine Lands(Staff Projects, in addition to those in the matrix):

- Bingham Road Water Extension Project
- White Oak Water Extension Project
- Coaldale Mountain Water
- Hurrigan Fork, Gordon, Frozen Branch Dawmont, Bearwallow and other Refuse Facilities
- Low Gap Impoundment
- MacIntire Mine Drainage Abatement
- Lobar Tipple Project
- William Browskey Highwall
- Troy Town Refuse Pile
- Harrah Mine Blowout
- East Gulf Refuse Facilities
- Big Stick Mine Dumps
- Impoundments for Brooks Run Mining, Contura, River Fork, Cherry Tree, Washington Refuse, Twelvepole Refuse, and numerous others
- Eunice Complex
- Sugar Valley Portals
- Doug Gray and John Iaquinta Subsidence Abatement
- Red Jacket Drainage
- Lumberport Water Supply
- Lick Run Impoundment Abatement
- Rosebud Refuse and Portals Project
- Sugar Valley Portals
- Thaxton Landslide



**L.A. Gates Company**

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