



TECHNICAL PROPOSAL

ORIGINAL

DEP 00G – SUPPLEMENTAL QUALITY ASSURANCE

CRFP 0313 - DEP2500000002

West Virginia Department of Environmental Protection
Office of Oil and Gas

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DIVISION

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September 9, 2024

Vendor Signature:

A handwritten signature in black ink, appearing to read 'Tom Drachenberg', written over a light blue grid background.

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SECTION 1:

PROJECT STATEMENT OF WORK, GOALS, AND GENERAL REQUIREMENTS

Parsons Environment & Infrastructure, Inc. (Parsons) is pleased to present this proposal to the West Virginia Department of Environmental Protection, Office of Oil and Gas (WVDEP-OOG) for supplemental quality assurance services. We've structured our proposal around the requirements contained within Request for Proposal #0313-DEP2500000002 (RFP). Our oil and gas teams have over 18 years of experience plugging orphaned and abandoned wells including locating buried well heads, site access, site construction, wetland delineation, permitting, integrity analysis, quality assurance, and methane monitoring within the United States and Canada on both private and public lands.

Parsons' technical well plugging experience ensures delivery of the highest value on the RFP's scope of services. Our commitment to safety, environmental stewardship, and effective project management enables us to be a reliable and qualified partner for the successful execution of West Virginia's orphan well plugging supplemental quality assurance needs. Parsons team members are adept at completing all aspects of orphaned well investigation, plugging, remediation, and restoration, with a proven track record working with regulatory agency personnel.

Parsons leverages decades of experience in managing large-scale projects, emphasizing not only technical proficiency, but also a keen understanding of critical path scheduling and stakeholder collaboration. Our proven success in executing projects of similar complexity across various states underscores our ability to navigate time-sensitive assessments and intricate project schedules. Our commitment to Safety, Health, and Environment (SH&E) excellence is evident in the comprehensive training provided to project personnel.

Parsons offers turn-key orphan well plugging and remediation services to a number of public and private clients across North America. We have managed more than \$160 million to investigate, plug and/or remediate over 1,870 orphan well sites in the United States and Canada. Through this experience, Parsons has developed workflows and processes to provide the maximum value for our clients.

Our Central Michigan Oilfields Restoration project has successfully investigated and remediated over 1,000 oilfield sites and completed re-entry and abandonment of over 280 former oil wells for a private oil company client. In Canada, we've assessed/restored 800 well sites, including the development of risk-based and methane mitigating biotechnology alternatives to well plugging, and we've performed extensive methane migration and emission studies on 30 orphaned gas well sites in remote forested locations. In New York State, we prioritized, plugged, and restored more than 80 orphan well sites since 2018. Our unmatched experience and technological capabilities with orphaned and historically abandoned wells have made us an industry

leader that continually brings innovation and modern, yet cost-effective, solutions to these oftentimes century-old wells.

1.1 Goals and Objectives

This proposal meets and exceeds the requirements set forth within the RFP to provide supplemental quality assurance (QA) services for site preparation, plugging, and reclamation services at the requested 250 orphan well sites.

The proposed technical objectives focus on close, detailed collaboration with our clients to select and employ innovative and sustainable approaches to solving their challenges while prioritizing safety for all stakeholders.

Our approach is derived from decades of relevant experience on the proposed project leadership team. The lessons learned through our experiences have shaped our choice of workflows, reporting, and operational recommendations, providing the most efficient and effective method available. Our team members have wide-ranging knowledge of the necessary procedures for working on and around heavy machinery, including drilling and plugging/workover rigs, and can complete the proposed activities safely and effectively.

1.2 Project Staff

Parsons' proposed project team members have decades of combined experience in the oil and gas industry working with international, state, and federal agencies and global oil companies to mitigate and remediate impacts from gas and oil production. As a result, WVDEP will receive the full resources and technological innovation of a global consulting firm but will also realize the benefit of regional project staff with extensive construction management and orphan well plugging experience. **Table 1-1** lists the key team members that will be assigned to this project.

TABLE 1-1: PROJECT STAFF

1. Name	2. Years of Experience	3. Role(s) / Responsibilities	4. Direct / Subcontract / Contract	5. % of Work Time	6. Physical Location
Tom Drachenberg, BSc, PE	25	Program Manager / Contract Administrator	Direct (FT)	5%	Syracuse, NY
Kyle Metz, MSc	15	Project Manager	Direct (FT)	20%	Syracuse, NY
Ron Krawczyk, BEng	18	Technical Director – Orphan Wells	Direct (FT)	10%	Breckenridge, MI
Eric Helton, BSc	22	Environmental Scientist / Supplemental Quality Assurance Officer (SQAO)	Direct (FT)	100%	Cincinnati, OH
Kristen Brooks, MSc	7	Environmental Scientist / SQAO	Direct (FT)	100%	Syracuse, NY
Chris Johnson, BSc, PG	34	Senior Geologist / SQAO	Direct (FT)	50%	St. Louis, MO

Tom Drachenberg, BSc, PE has extensive engineering and project management experience involving all phases of site construction and remediation. Tom served as program manager for a standby orphan well plugging contract with the New York State Department of Environmental Conservation (NYSDEC), including responsibility for successful plugging of more than 80 wells. He has experience working with New York State Agencies, U.S. Environmental Protection Agency (USEPA), and the U.S. Army Corps of Engineers (USACE and will ensure project compliance with federal grant requirements.

Kyle Metz, MSc is a Petroleum Geologist and Project Manager with over 15 years of experience managing complex oil and gas projects involving new drill, active, idle, and abandoned/orphaned well investigation and remediation in multiple basins across the United States.

Ron Krawczyk, BEng is a Senior Project Engineer with over 18 years of oil and gas experience with Parsons, primarily in the investigation, abandonment operations, remediation, and reclamation of early-era production wells and associated facilities. Ron is the Technical Director of our various Orphan Well Projects and has a deep knowledge of oil and gas well plugging operations.

Eric Helton, BSc is an environmental scientist with over 22 years of relevant experience including drilling monitoring, injection, and gas production wells during his career. Eric has fostered a strong safety culture from years of vapor sampling and methane collection from landfill gas emissions, flare systems, and oil and gas facilities. He has a strong knowledge of oil and gas well plugging operations.

Kristen Brooks, MSc is an environmental scientist with seven years of direct relevant experience. Kristen was a critical member of Parsons' NYSDEC Orphan Well Program where she provided field oversight for quality assurance during site preparation, plugging, and reclamation activities. She currently holds a New York State Erosion and Sediment Control certificate and has performed numerous site inspections focused on stormwater and erosion control.

Chris Johnson, BSc, PG is a registered Professional Geologist with over 34 years of experience including intrusive and nonintrusive site assessments at numerous facilities including oil and gas production sites. Chris has developed work plans, site/activity reports, and has supervised junior team members and subcontractors. Chris has a strong knowledge base of orphan well plugging operations through his experience drilling, coring, and logging exploration wells.

1.3 Scope of Services and Strategic Approach

Upon contract award, Parsons will coordinate with WVDEP-OOG to generate a Quality Assurance Plan (QAP) to standardize program approach to ensure regulatory compliance is equitably enforced on all projects and to ensure that the program complies with grant requirements. Additionally, Parsons will coordinate with WVDEP-OOG to generate a Project Safety, Health and Environment Plan (PSHEP) to ensure that work is conducted in the safest and most environmentally conscientious manner possible. Digital forms and report templates will be drafted by Parsons and approved by the WVDEP-OOG prior to the start of the program.

A daily pre-work coordination call with WVDEP-OOG, the Parsons project manager, and the SQAOs (the Project Team) will review daily safety topics, work conducted on each site the previous day, and the anticipated work for the current day. These meetings promote knowledge sharing, have proven to help minimize down-time, and will provide key stakeholders with real-time project updates. The project team will determine which sites are approaching, or are at, a critical element, and those sites will be prioritized for SQAQ oversight.

Parsons will mobilize one SQA0 for every three active sites in the program. Critical information from audits for key grant requirements (e.g., the Davis Bacon Act and Build America Buy America Act [BABAA]) will be included in the Daily Plugging Report and/or the Summary Plugging Report.

All Parsons field personnel will wear modified level D personal protective equipment (PPE) consisting of flame-retardant clothing, a hard hat, safety glasses, ear plugs, steel toed boots, and a personal hydrogen sulfide (H₂S) monitor. In addition, when working on active rig sites, Parsons SQA0s will carry a handheld four-gas detector capable of measuring hydrogen sulfide (H₂S), oxygen (O₂), carbon monoxide (CO), and combustible gases such as methane in percent lower explosive limit (LEL).

The QAP will be divided into three segments: quality assurance of pre-plugging site preparation, quality assurance of plugging operations, and quality assurance of post-plugging site reclamation as outlined below.

1.3.1 Quality Assurance of Pre-Plugging Site Preparation

QA of pre-plugging site preparation will consist of a site inspection to confirm that the site has been prepared in accordance with the West Virginia Erosion and Sediment Control Field Manual (May 2012, or current). Prior to site inspection, the SQA0 will obtain the site preparation plan from WVDEP, submitted as Form WW-9, or equivalent. The inspecting SQA0 will be a West Virginia-certified qualified person and will verify that the site was prepared in accordance with the site preparation plan. To reduce potential delays and excess costs, reasonable efforts will be taken to ensure the initial site inspection coincides with completion of site preparation activities prior to the contractor demobilizing equipment from the site. Upon inspection, the inspector will either approve the site preparation or notify WVDEP-OOG that the site is non-compliant. If non-compliant, the inspector will notify the WVDEP-OOG and the construction contractor what features or controls are non-compliant. Once the site is inspected and approved by the SQA0, the site will be considered ready for the plugging rig to mobilize.

Parsons will record all findings and provide the WVDEP-OOG an electronic **Pre-Plugging Site Inspection Report (Appendix A1)** for each well site using the below framework:

1. Site information including well name/#, API number, operator/contractor name, well type, watershed, quadrangle, elevation, county, district, farm name, wellhead latitude/longitude in WGS84
2. Date/time of inspection, inspector's name, and company
3. Identification of significant features of the site and their condition/type including grading, drainage, streams/wetlands, roads, utilities, rock outcrops/ridges, wellhead, stormwater/erosion controls, ground cover, and land use
4. Deficiencies/corrective actions required
5. Additional comments
6. Time and date stamped photographs of the site
7. A copy of the detailed site plan, if available, or a satellite image of the site with significant features, surface water, and sediment controls highlighted

1.3.2 Quality Assurance of Plugging Operations

QA of plugging operations will consist of daily site visits by Parsons SQA0s for each site. The Daily Report of Plugging Operations for each site will be recorded in Parsons' digital data collection tool and will be automatically distributed at the end of the workday for review during the morning pre-work coordination call. The Project Team will discuss well/site status and anticipated operations. Based on the "community level project" design of the plugging packages, Parsons anticipates the SQA0s will spend approximately 90% of

their time dedicated to field observation, with preference to oversight of critical operations as identified in the pre-work coordination call. Audits to check for compliance with the Davis Bacon Act will be conducted once per site and recorded in the Summary Report of Plugging Operations. Information for the BABAA Compliance Certification will be collected for iron, steel, manufactured products, and construction materials installed on site and recorded on the Daily Report of Plugging Operations.

Upon completion of plugging operations, a Summary Report of Plugging Operations will be created and distributed to the Project Team using Parsons' digital data collection tool. This report will summarize the critical elements of the plugging operation, including the signed BABAA Compliance Certification and the Davis Bacon Act Compliance Audit. Additionally, the SQAQO will complete requisite agency-generated forms associated with the oversight of plugging operations.

Parsons will provide the WVDEP-OOG with a **Daily Report of Plugging Operations (Appendix A2)** for each well using the below framework:

1. Site information including well name/number, API number, farm name, district, county, surface elevation, quadrangle, and wellhead latitude/longitude in WGS84
2. Well type
3. Project information including operator/contractor name, date, time, client, project name/number, billing code/job number, Parsons' SQAQO name
4. List of personnel on site, their affiliation, and capacity
5. List of equipment on site
6. List of materials delivered to/removed from the site
7. Work in progress or completed at the time of report
8. List of work planned for the next day
9. List of verbal discussions/deviations from the approved plan
10. SH&E table showing tailgate meeting topics, gas meter readings at work level and at the well head, safety issues, incidents, and near misses
11. Time and date stamped photographs of the site and critical elements/operations
12. Information and signatures compiled for all iron, steel, manufactured products, and construction materials installed on site for BABAA compliance

Parsons will provide the WVDEP-OOG with a **Summary Report of Plugging Operations (Appendix A3)** for each well. This report is intended to track the critical elements of the well plugging procedure for comparison to the plugging affidavit and provide a record of compliance with key grant requirements (e.g., Davis Bacon Act and BABAA). This report will follow the framework below:

1. Site information including well name/number, API number, farm name, district, county, surface elevation, quadrangle, and latitude/longitude in WGS84.
2. Well type (i.e., oil or gas)
3. Original well operator name and coal operator/owner name.
4. Plugging operator name, plugging start date, plugging end date, estimated total depth, attainable bottom,
5. A casing record table including string(s), hole size, pipe size, weight, new/used, footage put in well, footage removed from well, footage left in hole, and method of removal (e.g., cut, shot, parted, etc.)
6. A plugging data table including filling material (e.g., cement, gel, etc.) class/type, number of sacks, slurry weight, yield, volume, tagged (yes/no), bottom depth, and top depth.
7. Comments
8. Signature of Parsons SQAQO and date

9. Signed BABAA Compliance Certification
10. Audit table for Davis Bacon Act Compliance including personnel names, affiliations, capacities, prevailing wage for their capacity, and payroll wage rates paid by their employer.
11. Time and date stamped photographs of the monument

1.3.3 Quality Assurance of Post-Plugging Site Reclamation

QA of post-plugging site reclamation will consist of an initial site inspection at the end of plugging operations to determine critical elements of site reclamation, including acres disturbed and volume calculations for lime, fertilizer, and seed mix. Time/date stamped photographs will be taken of the site for reference and included in the Post-Plugging Site Inspection Report which will be recorded in Parsons' digital data collection tool and automatically distributed to the Project Team.

An interim site inspection will be conducted after initial reclamation efforts are complete and will consist of the SQA0 noting key features of the site. To reduce potential delays and excess costs, reasonable efforts will be taken to ensure the interim site inspection coincides with completion of site reclamation activities prior to the contractor demobilizing equipment from the site. The site condition and/or deficiencies will be documented in the Post-Plugging Site Inspection Report using Parsons' digital data collection tool, including time/date stamped photographs, and will be distributed to the Project Team.

A final site inspection will be conducted after revegetation is expected to have reached at least 70% and will confirm that any identified deficiencies from the interim inspection were addressed, vegetation coverage is sufficient, and all erosion and sediment controls have been removed. These findings will be documented in Parsons digital data collection tool as part of the Post-Plugging Site Inspection Report with time/date stamped photographs of the site and distributed to the Project Team. The SQA0 will submit requisite agency-generated forms associated with the QA of post-plugging site reclamation.

Parsons will provide the WVDEP-OOG with a **Post-Plugging Site Inspection Report (Appendix A4)** for each well site using the below framework:

1. Site information including well name, API number, operator/contractor name, well type, watershed, quadrangle, elevation, county, district, farm name, and wellhead latitude and longitude in WGS84
2. Inspector name, company, and the date/time of each inspection
3. Calculations of acres disturbed, pre-vegetation soil pH, target pH, quantities of lime, fertilizer, and mulch
4. List of grass seed mixtures including type and quantity
5. Notes on grading, vegetative cover, and sediment/erosion controls
6. Additional comments
7. Time and date stamped photographs of the site labeled for each inspection (initial, interim, and final)
8. A copy of the approved site plan, if applicable

1.4 Reporting

Parsons proposes the use of a digital data collection tool (Figure 1-1) for this project. The reports for each site can easily be configured into ArcGIS and used in conjunction with ESRI's Collector for ArcGIS application, or similar, for collecting the required field data to document the pre-plugging site preparation, plugging, and post-plugging site reclamation operations and site conditions. Parsons will coordinate with the WVDEP-OOG staff to determine proper data reporting formats that will allow seamless integration with existing reporting requirements.

Typically, with implementation of digital data collection tools on other projects, cost reductions associated with efficient data processing, reduced data transcriptions, reduced errors, and re-work have been seen anywhere from 10% to 20% in cost savings. These cost saving measures have been captured as part of our proposal and are reflected in our costs. Site inspection reports and reports on plugging operations will be created from this digitally collected data as described in the section below.

The following are the specific features of Parsons' data collection digital tools that will streamline the project during the site inspections:

- Map-centric data collection tool with the capability of using web maps, working offline and high accuracy GPS system, which allows field teams to capture site reconnaissance observations/photographs and conduct field assessments while seamlessly transferring the knowledge to other project team members by uploading this information instantaneously.
- Live tracking and documenting field notes at node points to associate deficiencies in pre-plugging site preparation and/or post-plugging site reclamation conditions. This information will be output into the specified Pre-Plugging or Post-Plugging Site Inspection Reports for distribution and integration into existing databases.
- Live tracking and documenting field notes at node points to associate operational activities to individual well sites. This information will then be output into the specified Daily Report of Plugging Operations and/or Summary Report of Plugging Operations for distribution and integration into existing databases.
- Field crews can use the app in the field to navigate and verify that they are at the proper well location.
- Compatibility with Android, Apple, or Windows-based smartphones and tablets allows our entire project team to be able to use this application at all times.



FIGURE 1-1: DIGITAL DATA COLLECTION APP

SECTION 2:

PAST PERFORMANCE AND EXPERIENCE

The Parsons team brings unmatched experience in executing large complex projects involving addressing the risks that orphaned oil and gas wells can pose to human health and the environment. This experience encompasses not only our extensive well abandonment project examples but highlights our experience screening and quantifying methane emission rates within the BIL Guidelines. In this section, we summarize several project examples which demonstrate this experience. **Client references are included in this section.**

2.1 Statewide Orphaned Well Plugging Construction Oversight



FIGURE 2-1: ROBINSON WELL

Parsons and ITS Sub-contractor mobilized on the Robinson well, A site with Challenging Access immediately adjacent to Deer Creek

Since 2018, Parsons has supported the NYSDEC Division of Mineral Resources (DMR) in the management and execution of their orphaned well plugging and abandonment (P&A) program. During this time, Parsons and its plugging sub-contractor have plugged more than 80 of New York's highest priority wells across the state. In this role, we've successfully leveraged all aspects of our extensive environmental experience, including project management, cost estimating, project scoping and solicitation of bids, subcontract procurement and negotiation, stakeholder engagement and property access permissions (e.g., property owners and utility providers), regulatory interactions, permitting, GIS and mapping services,

construction scheduling and sequencing, site preparation, construction management and oversight, site restoration, and reporting.

INITIAL ACTIVITIES

Parsons conducted initial site visits to locate targeted wells and assess site-specific requirements that may be necessary to allow mobilization to the site (e.g., clearing, haul road construction, environmental considerations, property owner restrictions, and utilities). Following these site visits, we prepared an

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PROJECT DURATION

2018 to 2022

PROPOSED TEAMS INVOLVEMENT

Tom Drachenberg - Program Manager
 Kristen Brooks - SQAO

VALUE

\$10 million

SERVICES PROVIDED

- Program management
- Well plugging and reclamation
- Environmental permit compliance
- Landowner liaison
- Construction management
- Subcontractor procurement

engineer's cost estimate for the project, accounting for known site conditions, assumed downhole conditions (typically unknown), and anticipated production rates based on previous project experience. In this effort, we leveraged our understanding of gas well construction and associated gas production infrastructure to develop a preliminary approach for each well site, as a basis for estimating the project cost. In some cases, this planning accounts for decommissioning of pressurized wells and associated production equipment such as pumping equipment, production and distribution lines, casing/tubing, and other relic infrastructure.

Following an evaluation of well sites identified for plugging, we assessed each location for applicable permits and access agreements required prior to the start of mobilization and plugging activities. This work includes identifying environmental constraints, regulatory requirements, utilities, and any applicable property-owner requirements. The process of obtaining necessary permits and agreements entails environmental desktop reviews; completing construction layout and siting; coordinating with federal, state, and local regulatory agencies; negotiating landowner and third-party temporary use and access agreements; preparing stormwater pollution prevention plans (SWPPPs); and preparing environmental and construction/municipal permit applications.

Experience on this project has demonstrated that these considerations are often critical path schedule drivers which must be accounted for in construction planning and sequencing. Parsons has established a strong working knowledge of typical timelines required for obtaining required permits and associated agencies and utility companies.

SITE CONSTRUCTION/PREPARATION

Once all necessary approvals and clearances are obtained, Parsons mobilizes our subcontractors to prepare the site for abandonment activities. This work typically consists of clearing and grubbing, and the construction of the access road construction and well pad. In some instances, more complex site preparation activities are required, which may entail long-lead considerations that need to be factored into the construction schedule. For example, on one project we completed along NYS Route 417 in the Town of Bolivar, two wells targeted for P&A were situated on a steep embankment directly below overhead powerlines. Construction of the well pads in this instance required both coordination with the utility provider (Rochester Gas & Electric) to relocate the power lines, and with New York State Department of Transportation to provide traffic management associated with the construction of the well pads within the road right-of-way. These activities required several months to resolve, serving as critical path items for the scheduling and sequencing of wells. All sites required a New York State-certified erosion and sediment control SQAQO to inspect the site for storm water runoff and erosion control measures.

PLUGGING OPERATIONS

Plugging operations typically require removal of downhole production casing and equipment, followed by the placement of cement plugs across the production zones, surface casing seat plug, and a surface plug. In the event plugging operations encounter an obstruction or problem in achieving the plugging plan (e.g., high gas pressure, collapsed casing, debris, and/or old plugs), we collaborate with our sub-contractor and NYSDEC to assess options, recommend a course of action, and adjust the plugging plan. These may include using brine or barite to kill the well; employing fishing tools, mills, or other special tools to open the well bore and remove downhole obstructions; logging the well with wireline equipment or cameras; cutting or perforating casings that are difficult to remove; installing packers or cast-iron bridge plugs; and adjusting the depth and length of cement plugs. As our plugging subcontractors progress through a plugging operation, our on-site well

managers maintain lines of communication with our project manager and NYSDEC DMR regarding status and plugging plans.

Predicting downhole conditions on a particular well can be difficult. However, based on our experience on this project, the condition of the well head at the surface can be a good indication of whether excessive debris might be encountered. In cases where a well head is absent, or significantly deteriorated, it is common to encounter tools, rocks, debris, and other objects that have been put into the well by previous operators, property owners, trespassers, etc. These items can lead to production zone blockages, which need to be carefully managed, as milling or fishing operations can lead to unanticipated gas release.

SITE RESTORATION AND REPORTING

Following completion of plugging activities and demobilization of associated equipment, Parsons restores the sites and any constructed access roads. Restoration activities typically consist of grading and long-term erosion and sedimentation controls upon completion of the work, application of appropriate seed mix to restoration areas, and monitoring until achieving sufficient revegetation and obtaining DMR approval. Parsons prepares a draft plugging report for each completed well detailing how the well was plugged (e.g., depth, casing record, and plugging data), which is submitted to DMR for approval and signature.



FIGURE 2-2: CLEARING OBSTRUCTED WELLS

We collaborate with our sub-contractor to clear obstructed wells, USING TOOLS such as downhole Magnets and Impression Blocks

2.2 International Oil Company – Mid-Michigan Oilfield Remediation, Closure, and Restoration

Parsons is managing remediation of 1,012 former oilfield sites, including more than 678 former oil wells, tank battery sites, and spill areas across numerous oilfields throughout the State of Michigan. We provide program management, investigation, remedial engineering, and construction oversight services and have restored more than 28,000 acres of land to nearly original condition under the requirements of USEPA Region 5, the Michigan Department of the Environment, Great Lakes, and Energy (EGLE), and the Michigan Department of Natural Resources regulatory programs.

Specific aspects of Parsons' role and responsibility in this program include the following:

- Assessment, remediation, and management of crude oil-impacted soil, surface water, and groundwater
- Well locating services, inventory, and reporting
- UAV-based geotechnical surveys for remote detection of wellbores where casing had been pulled.
- Well site assessments, cost estimating, and technical approach planning (e.g., site civil work and site restoration requirements)
- Landowner outreach and access agreement negotiation
- Permit identification, preparation, and submittal, including the submission of more than 90 USACE Joint Applications for Permit
- Decommissioning and demolition of operating and abandoned oilfield infrastructure, including surface facilities, removal of 30 miles of pipelines, steel and transite (asbestos) flow lines, compromised and harvested well casings, and cellars
- Re-entering, drilling to approximately 800 feet (a depth adequate to protect the drinking water aquifers), re-casing, cementing, and re-abandoning 225 former oil wells
- Primary regulatory interaction with EGLE and Michigan Department of Natural Resources to achieve site closures and secondary wetland, stream diversion, and flood plain regulatory permitting required to perform the work
- Construction and use of a 360,000-square-foot land farm capable of treating more than 100,000 cubic yards (CY) of crude oil-impacted soil annually and using the remediated soil as backfill on the project sites. Over 1.5 million CY of soil sustainably bioremediated.
- Construction and management of a 1-million-gallon leachate collection pond
- Use of a phytoremediation plot to treat approximately 320 barrels per day of leachate water and installation and operation of a Class II UIC disposal well that has disposed of 2,245,833 barrels (94.3 million gallons) of chloride-impacted water to date, saving the project more than \$600,000 per year.

CLIENT REFERENCES

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 989-412-3631
 Ms. Valerie Matherne,
 Operations Lead
 valerie.matherne@chevron.com
 985-259-3601

PROJECT DURATION

2006 to Present

PROPOSED TEAMS INVOLVEMENT

Ronald Krawczyk – Technical Director

VALUE

\$3 million/year (Parsons)

SERVICES PROVIDED

- Program management
- Site assessment
- Soil remediation
- Oil well P&A
- Disposal well operations, maintenance, and monitoring
- Groundwater management
- Decommissioning and demolition
- Excavation and hauling
- Ex situ landfarming
- Ex situ phytoremediation
- Remediated soil reuse
- Permitting and compliance
- Regulatory negotiation and permitting
- Site access agreements
- Site restoration

STRONG SAFETY PERFORMANCE

The Mid-Michigan Oilfield Restoration project achieved a major project milestone in June 2022—the completion of more than 1.55 million labor hours and 5,393 days without a recordable incident or lost-time injury.

A major portion of the project encompasses abandonment, remediation, and restoration of former oilfield sites, including oil wells, tank battery sites, and spill areas. Restoration work is being performed as part of EGLE's efforts to restore abandoned or nearly abandoned oil and gas fields to original conditions. Restoration activities are performed under the direction of EGLE and in compliance with Public Act 451, Part 615, and, where appropriate, under Part 201 requirements.

Activities have focused on economically restoring these sites to their original conditions consistent with current land usage, while minimizing environmental impact. The sites targeted for remediation include private- and state-owned properties and range from heavily forested to agricultural lands. Land use includes a blend of residential, agricultural, industrial (oil and timber), and recreational properties. The project area covers 28,000 acres intermingled with rivers, creeks, ponds, and wetlands. The work is sensitive to wetland habitats, where the oil company enhanced existing wildlife areas by restoring former wetland areas.

To date, 248 affected wetland sites and more than 30 miles of surface facilities have been delineated as wetlands, requiring detailed permitting and construction consideration during project restorations. Joint permits are executed with EGLE, and preconstruction site reviews are conducted prior to site mitigation. More than 580,000 square feet of wetlands have been restored to their pre-surface facility conditions, and more than 1,500,000 cubic yards of wetland- impacted soil has been remediated. The Mid-Michigan project is also assisting the Michigan Department of Transportation with creating wetland mitigation bank acreage on select restored remediation sites.

PLUGGED AND ABANDONED OIL WELLS

In support of environmental restoration activities at the site, Parsons is managing and overseeing the P&A of 225 leaking oil wells that were discovered during site investigations and/or site remediation. Approximately half of the wells are found to be improperly plugged or not plugged at all with casing shot off at depth. The process of locating wells has been perfected by Parsons using UAV (aka drone) and ground-based magnetometer surveying, which saves time compared to traditional dig and search methods and has proven reliable to pinpoint well bore locations where the original casing top is beyond 200 feet below grade. We manage the decommissioning, deconstruction, and salvage of remaining production infrastructure, including pumping equipment, distribution and sales lines, casing, tubing, and rods.

When Parsons identifies improperly abandoned oil wells, we contract with a wellfield service contractor to re-plug the wells. Re-plugging can be particularly troublesome because many wells are found to contain rope, wood planks, miscellaneous steel

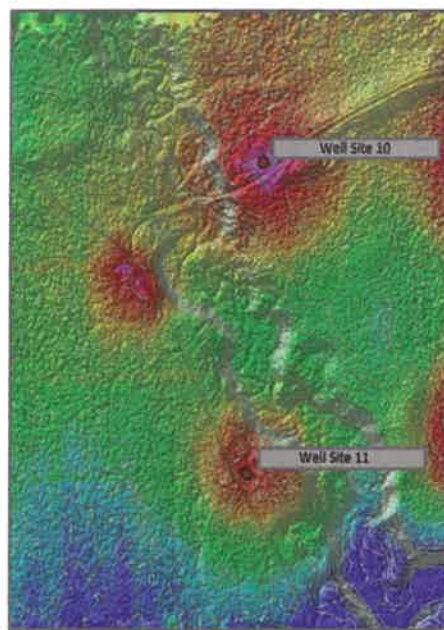


FIGURE 2-3: LIDAR DISPLAY

Wells identified using LiDAR and magnetometer to locate well bores with a harvested surface casing to 163 and 183-foot depths.



FIGURE 2-4: COLD-TAPPING OPERATIONS

Cold-tapping operations conducted to relieve pressure from a well prior to initiating plugging.

debris, improvised plugging materials, stone plugs, and, in a few instances, even cannon balls. Our experience in the oilfields and our collaborative relationship with EGLE is essential in these operations and coordinating with sub-contractors to deploy mitigating methods to address obstructions such as milling, fishing tools, downhole magnets, and other tools.

Parsons determines where to stop washing down and drilling activities to properly plug wells for aquifer protection goals based on site geology and existing well construction in accordance with an aquifer protection basis of design agreed to by EGLE. We also communicate with EGLE when the lowest feasible depth has been reached during abandonment of problematic wells. To date, Parsons has plugged 225 oil wells on the project.

2.3 Canadian Oil Company – Abandonment of Former GAS Exploration Field



FIGURE 2-5: GAS FIELD ABANDONMENT

Parsons was the prime contractor to support the abandonment, assessment, reclamation, maintenance, and regulatory closure of a former gas field consisting of approximately 20 exploration wells and a processing facility located north of Fort Nelson, British Columbia.

The field is located in a remote area partially serviced by a forest service road, but with the majority of the

wells only accessible by helicopter or winter roads. Parsons was retained to plan and execute the abandonment, assessment, and reclamation of more than 20 gas wells, former road allowances, and associated facilities. We led procurement efforts and managed all aspects of the fieldwork, overseeing five to eight different sub-contractors simultaneously. The scope is included the following components:

- Project planning and scheduling
- Coordination of surface access and crossing agreements; Phase I ESAs, detailed site assessments
- Coordination of helicopter access during summer operations; planning, construction, and maintenance of over 80 km of winter roads
- Well and surface abandonment; groundwater and surface water, soil sampling, and mitigation of associated impacts
- Phase II ESAs; hazardous materials assessments; monitoring well decommissioning; methane emission measurement and monitoring
- Heavy reclamation and contouring of well sites and roads; regulatory reporting and closure applications; liaison with local Indigenous community

As part of the assessment program, Parsons worked closely with the BC Oil & Gas Commission (OGC) to develop a risk-based approach to site assessment and remediation, which reduced the required assessment and remediation work and allowed reclamation to proceed more efficiently.

CLIENT REFERENCE

Imperial Oil Company
 +1 250-212-0239
 Contact.Imperial@esso.ca

PROJECT MANAGER

Sheldon Smith
 Sheldon.Smith@Parsons.com
 403-294-4227

PROJECT DURATION

2018 to 2022

VALUE

>\$3,000,000

SERVICES PROVIDED

- Program management
- Procurement
- Site assessment
- Surface abandonment
- Winter road construction and maintenance
- Heavy reclamation
- Detailed site assessments
- Reclamation certificate applications
- Landowner liaison

Given the remote access and high costs associated with helicopters and winter road construction, Parsons planned and coordinated multiple activities concurrently to maximize efficiencies. All visual assessments and inspections were done via helicopter in the summer to support execution of work requiring heavy equipment in the winter.

While revegetation is progressing at the well sites and reclamation certificates are received, Parsons continues to act as the Care & Maintenance manager for the field. This work includes quarterly visits to the facility to inspect equipment integrity and maintain nitrogen pressurization of facility vessels and equipment, security and building integrity checks, and inspections on road accessible sites for reclamation progress. We also maintain the cathodic protection survey for the facility's 26 km system pipeline as part of regulatory compliance while the facility is dormant.

In addition to the facility maintenance program, we also complete annual inspections and maintenance of the 56 km forest service road, its culverts, and 11 bridges to maintain regulatory compliance.

Careful Planning for Success

This careful and efficient planning allowed us to compress the schedule significantly, completing the bulk of the work over one winter instead of two. This saved the client hundreds of thousands of dollars in winter road construction.

SECTION 3:

ORGANIZATION CHART

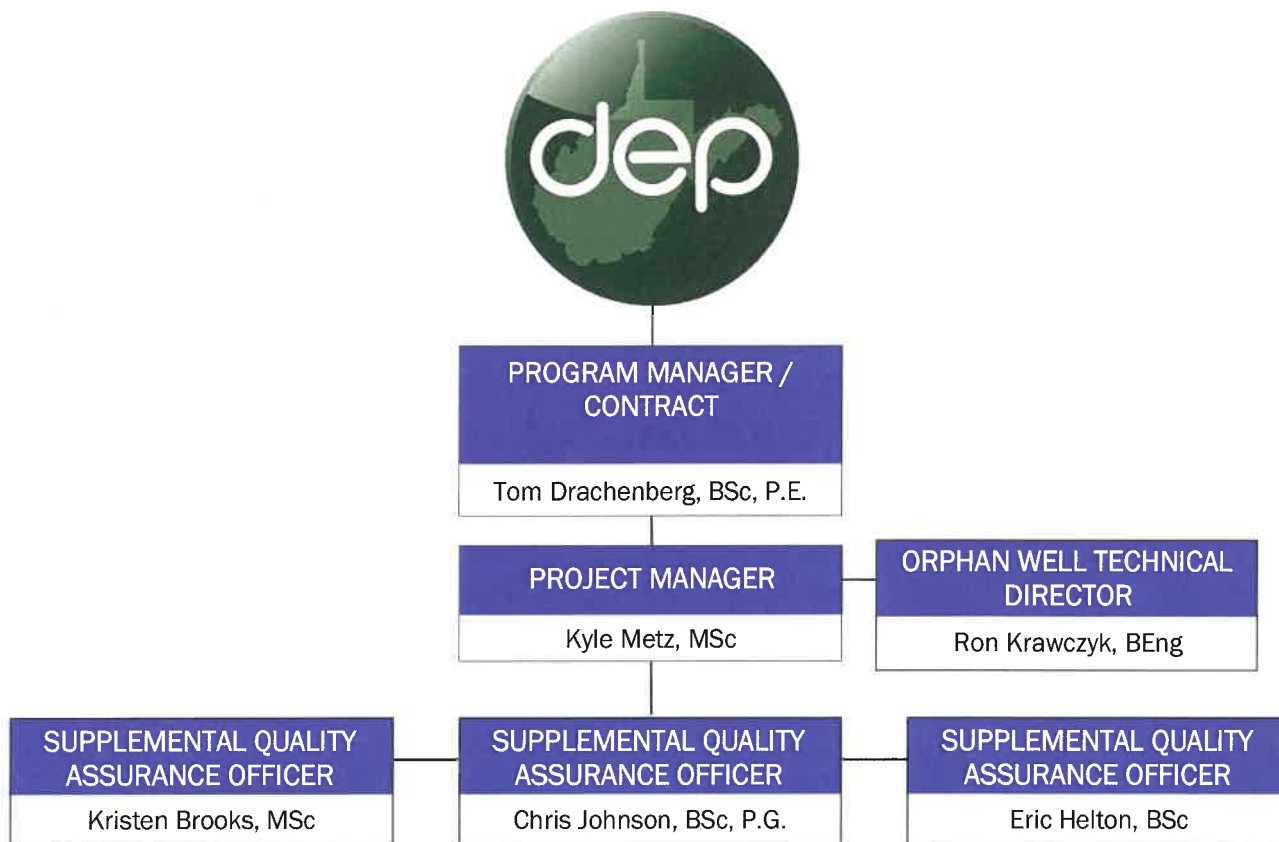


FIGURE 3-1: ORGANIZATION CHART

SECTION 4:

PERSONNEL QUALIFICATIONS AND EXPERIENCE

TOM DRACHENBERG, BSc, PE

PROGRAM MANAGER

Tom has extensive engineering and project management experience involving all phases of remediation, including site investigations, feasibility studies, predesign investigations, remedial design, and remedial action. Tom's broad experience includes efficiently executing small-scale projects involving in situ treatment technologies and leading large-scale, high-profile megaprojects involving sediment remediation and landfill assessments. Tom has also served as program manager for a standby engineering contract with a state agency, including responsibility for successful execution of more than 60 projects.

Tom has been responsible for assembling and managing large multidisciplinary teams; performing extensive proposal scoping and budgeting; completing many engineering analyses and technical documents; presenting complex technical topics to client management groups; preparing for and leading numerous large project meetings consisting of experts, academia, clients, and regulatory agencies; and interacting with and making presentations to community members through client outreach programs.

Tom has experience dealing with NYSDEC, US Environmental Protection Agency, US Army Corps of Engineers, and New York State Department of Health regulations for assessments and environmental investigations at federal and industrial sites and has experience dealing with Resource Conservation and Recovery Act and Comprehensive Environmental Response, Compensation, and Liability Act guidance.

Work Experience

Project Manager. New York State Department of Environmental Conservation, Inactive Landfill Initiative, Statewide New York. (2017 to 2024). Parsons performs site characterizations and investigations under the Inactive Landfill Initiative. More than 385 inactive landfills cross the state have been investigated, thousands of samples collected, and results evaluated to better understand the risks to human health based on a variety of landfill characteristics. Tom's responsibilities include developing an overall project approach to efficiently support the Division of Materials Management on a state-wide basis; assembling a multidisciplinary team to execute the initiative; establishing a sampling program to evaluate multiple analytes, including the emerging contaminants perfluorinated compounds and 1,4-dioxane; developing project deliverables, including a project field sampling plan, a quality assurance protection plan, and a landfill prioritization ranking system.

YEARS OF EXPERIENCE

25

EDUCATION

- Bachelor of Science, Environmental Engineering, Clarkson University, New York, 2000

REGISTRATIONS

- Professional Engineer, 086020, New York

CERTIFICATIONS

- Project Manager Certification, Parsons

PROFESSIONAL AFFILIATIONS

- Western Dredging Association, Conference Participation and Presentation, 2016-2018

Program Manager. New York State Department of Environmental Conservation, Corning International Study Area Remedial Construction Oversight, Corning, New York. (2020 to 2024). Parsons is providing third-party field oversight and on-site monitoring during remedial investigation and remedial construction. Oversight tasks include observing technical work to ensure consistency with approved project work plans, designs, safety plans, and other documents, along with New York State Department of Environmental Conservation standards, criteria, and guidelines, and future outreach activities associated with the remediation project. Tom is responsible for overseeing all Parsons' activities on the project.

Project Manager. Confidential Multinational Conglomerate Corporation, Linden Chemicals and Plastics Operable Unit 2 In Situ Remediation, Syracuse, New York. (2018 to 2022). Parsons provided remedial construction related to remediation action steps including soil and groundwater sampling, and site closure reporting. The scope included assessing the conditions of the current subsurface and the injection wells and providing additional potassium persulfate in 5 to 10 wells to assess the enhanced anaerobic bioremediation response. Tom's responsibilities included managing remedial design activities, including excavation and backfill design drawings and specifications; designing and managing a predesign investigation consisting of collecting soil and groundwater samples and modifying the remedial design approach to reflect predesign investigation data. During the remedial action phase Tom oversaw construction and coordinated quality assurance/quality control efforts to monitor remedial contractors progress, tracking the budget, preparing client and agency reports, and evaluating remedy effectiveness.

Program Manager. New York State Department of Environmental Conservation, Eastman Business Park RCRA Facility Investigation and Corrective Measures Study, Rochester, New York. (2015 to 2020). The project involved a 4-mile-long stretch of the Lower Genesee River impacted by silver and other contaminants resulting from operations at a former business park. Parsons performed remedial investigation activities, including a bathymetry and side scan sonar survey, a sediment investigation, surface water sampling, adjacent wetland and floodplain assessments, aquatic habitat assessments and tissue sampling, a toxicity study, human health and ecological risk assessments, and sediment transport modeling. Tom's responsibilities included scoping and managing field remedial investigation activities, managing ecological and human health risk assessments and impact assessments, evaluating remedial investigation data, developing remedial action objectives and preliminary remediation goals, and managing the preparation of a remedial investigation report.

Project Manager. Confidential Multinational Conglomerate Corporation, Linden Chemicals and Plastics Operable Unit 2 In Situ Chemical Oxidation Injection, Syracuse, New York. (2003 to 2018). Parsons completed a feasibility study evaluating alternatives for reducing volatile organic compounds. Field pilot studies were conducted to assess subsurface fracturing in unconsolidated soils and in situ chemical oxidation to remediate volatile organic compounds in groundwater. Based on the results of the pilot study, the New York State Department of Environmental Conservation issued a record of decision that called for in situ chemical oxidation to address deep soils and groundwater and an unspecified in situ biological treatment process to address shallow soils. Tom served as project manager for the remedial design and remedial action phases of the project, including coordinating quality assurance/quality control efforts to monitor remedial contractors' progress.

Engineering Manager. Confidential Multinational Conglomerate Corporation, Onondaga Lake Capping, Syracuse, New York. (2003 to 2016). Parsons provided construction services for installation of an innovative isolation cap that incorporated bulk activated carbon into sand to increase the adsorption capacity of the cap. Work included dredging more than 2 million cubic yards of sediment from the lake bottom, placing more than 200 acres of sediment cap, and dewatering dredged sediments in an on-site containment facility. During the

design phase, responsibilities included supporting a predesign investigation for the site, including scope of work and budget development, proposal preparation, work plan development, and field oversight of several field activities. Responsibilities also included coordinating a large team of various experts; developing a pioneering evaluation procedure; conceptualizing, planning, and managing innovative bench study activities; managing installation and maintenance of two 10-meter meteorological monitoring stations; interpreting data results; preparing and submitting a dispersion modeling protocol; managing multifaceted chemical and dispersion modeling activities; and developing, evaluating, and bench testing emission mitigation technologies. Additionally, Tom assembled and managed a large quality control team consisting of up to 15 team members providing quality control oversight on a 24/6 basis; developed a management structure and system to manage the massive quantities of data generated; prepared annual construction summary reports; and served as certifying engineer for the construction completion report.

Environmental Engineer. Confidential International Oil Company, Former Refinery Resource Conservation and Recovery Act Remediation, Central New Jersey. (2001 to 2003). Parsons provided engineering services for a closure project that involved remedial design and construction of a 3-acre landfill closure, a 400-linear-foot Waterloo barrier wall, and an 800-foot-long soil-bentonite cutoff wall using slurry techniques. The capping systems included a multilayer soil and geosynthetic system and surface water drainage controls constructed to direct water away from existing operational areas. New closure monitoring wells were installed around the unit to monitor post-closure conditions, and a closure certification report was completed and submitted to regulatory agencies. The design consisted of an extensive subsurface soil investigation and laboratory testing program; solidification of a 5-acre lagoon using cement, slope stability, settlement, and infiltration analyses; design drawings; and technical specifications. Tom's responsibilities included overseeing excavation, in situ stabilization, and landfill activities; interacting with and directing subcontractors; confirmatory sampling; daily reporting; performing a landfill slope stability analysis; implementing strict client health and safety programs; addressing client concerns; and assisting with authoring the closure document.

Environmental Engineer. Haseley Construction Company Inc., Sharkey Landfill Superfund Site, Parsippany, New Jersey. (2001 to 2002). Parsons provided engineering and design services for construction of landfill caps at the Sharkey Superfund Site. Tom prepared a design report for the Sharkey Landfill Superfund Site, including developing and screening remediation alternatives, designing riverbank protection, preparing design drawings, sizing and selecting design materials, evaluating slope failure potential involved with design, and estimating cost.

Presentations

- "Development, Design and Implementation of an Innovative Approach for Incorporating Activated carbon into a 450-Acre Amended Sediment Cap," presented at the Ninth International Conference on Remediation and Management of Contaminated Sediments, New Orleans, Louisiana, 2017 (co-presenters E. Glaza, T. Drachenberg, M. Crystal, W. Hague, and P. LaRosa).
- "Character of Ecological Impact from Silver in Lower Genesee River Sediment," poster presented at the Ninth International Conference on Remediation and Management of Contaminated Sediments, New Orleans, Louisiana, 2017 (co-presenters C. Kriegner, M. Rondinelli, M. Vetter, T. Drachenberg, and L. Thomas).
- "Bioaccumulation of Heavy Metals in Mussels in the Lower Genesee River," poster presented at the Ninth International Conference on Remediation and Management of Contaminated Sediments, New Orleans, Louisiana, 2017 (co-presenters M. Rondinelli, C. Kriegner, M. Vetter, T. Drachenberg, and L. Thomas).
- "Successful Completion of a 450-Acre Amended Sediment Cap: Onondaga Lake," poster presented at the

Ninth International Conference on Remediation and Management of Contaminated Sediments, New Orleans, Louisiana, 2017 (co-presenters T. Drachenberg, E. Glaza, W. Hague, B. Rule, M. Crystal, and P. LaRosa).

- “Lower Genesee River RFI Investigation Overview,” presented at the Ninth International Conference on Remediation and Management of Contaminated Sediments, New Orleans, Louisiana, 2017 (co-presenters L. Thomas, M. Vetter, T. Drachenberg, K. Fields, S. Bupp, K. Dean, M. Rondinelli, C. Kriegner, and T. Towey).
- “Onondaga Lake Dredging and Dewatering: Years 1 to 3 Performance and Lessons Learned on a 2M CY Dredging Program,” presented at the Eighth International Conference on Remediation and Management of Contaminated Sediments, New Orleans, Louisiana, 2015 (co-presenters B. Hague, L. Somer, A. Steinhoff, P. Blue, T. Drachenberg, B. Rule, and K. Foley).
- “Development and Implementation of a Construction Quality Assurance Program for Dredging and Capping Activities on Onondaga Lake,” presented at the Eighth International Conference on Remediation and Management of Contaminated Sediments, New Orleans, Louisiana, 2015 (co-presenters J. Detor, R. Brown, D. Smith, T. Drachenberg, R. Mohan, B. Hague, and L. Sommer).

KYLE METZ

PROJECT MANAGER / KEY PERSONNEL / CONTRACT REPRESENTATIVE

Kyle spent the bulk of his career at large exploration and production companies focused on identifying, quantifying, and extracting oil and gas resources in geologically complex reservoirs. His experience includes subsurface mapping, seismic interpretation, stratigraphic correlation, structural analysis, petrophysical interpretation/calculation, risk analysis, well site supervision of subcontractors (e.g. mud loggers, MWD/LWD hands, wireline loggers, directional drillers), geosteering, permitting, reserve calculations, mineral remoteness opinions, base of freshwater (BFW) and underground source of drinking water (USDW) determinations, and generating well plugging plans.

Kyle has authored and contributed to numerous reports on field- and/or state-wide decommissioning costs. His contributions include building large state- and basin-wide well databases, determining operating expenses and regional plugging costs/considerations.

Kyle has been the primary project geologist on numerous wild cat exploration wells in Oklahoma, the Sacramento Basin, the San Joaquin Basin, the LA Basin, the Deepwater Gulf of Mexico, and Kurdistan, Iraq where his duties included planning the geologic well operations, designing/managing data acquisition, predicting critical formation tops for casing, coring, and total depths.

Work Experience

Consultant, Spaziani GeoServices, L.L.C. 2022 – 2024.

Projects included developing a subsurface and geospatial database defining reservoir presence, quality, continuity, mineral ownership, and typical gas-unit size/shape, providing subsurface expertise for litigation. Additional projects include building databases of OPEX, Production volumes, and well counts/status for all wells/fields in California, Colorado, Ohio, West Virginia, and Pennsylvania. These databases and associated figures were used in reports quantifying the total asset retirement obligations for the given states. Smaller projects include field-wide base of freshwater and underground source of drinking water interpretations used to create well plugging programs for numerous fields in California.

Geological Advisor, California Resources Corporation, 2017 – 2022.

Projects included leading a multidisciplinary team of geoscientists and engineers to build, risk and rank an inventory of 60+ executable prospects, resulting in potential resource additions exceeding 1.3 billion barrels of oil equivalent, and lead operations geologist on 18 exploration/development wells, coordinating permitting, well design, and data acquisition efforts leading to a successful drilling campaign with the top three producing wells in the program. Additional projects included facilitating farm-out presentations to potential partners for high-risk exploration prospects, and coordinating the regulatory burden on underground injection control permits for the Ventura Basin, resulting in securing >\$30 million dollars of funding for drilling exploratory prospects and helping to ensure a \$102 million asset sale.

YEARS OF EXPERIENCE

- Total: 15
- With Parsons: <1

EDUCATION

- Master of Science, Geology, Louisiana State University, 2010
- Bachelor of Science, Geosciences, Texas Tech University, Texas, 2007

CERTIFICATIONS/TRAINING

- HAZWOPER 40-hour

COMPUTER/SOFTWARE SKILLS

- ESRI GIS Products
- Subsurface Interpretation Software: Petra, Petrel, Geographix, Decision Space, Kingdom
- Enverus, IHS Markit
- Neuralog
- SQL, Openworks, Studio
- Microsoft Office Suite

Geologist, Ohio Department of Natural Resources – Division of Geological Survey, 2016 – 2017.

Projects included developing a stratigraphic framework for the early- to mid-Paleozoic formations across the Appalachia Basin, generating a consistent set of structure and isopach maps identifying ethane storage candidates, leading to a 2017 report to the US Congress. Additionally, Kyle created a chronostratigraphic framework for Middle-to-Late Devonian strata and mapped major cycles of organic-rich shale deposition across eastern Ohio. This framework was integrated with source rock analyses to identify areas of greater potential for resource extraction and carbon sequestration.

Geologist, Marathon Oil Company, 2010 – 2015.

Projects included creating 3D static models through integration of 2D/3D seismic surveys, well log data, and interpreted environment of deposition to characterize lithofacies, petrophysical properties, and fracture characteristics, resulting in more accurate resource estimations for economic models and corporate decision making. Additional projects included acting as lead operations geologist, planning, permitting and providing well-site operations for dozens of wells across multiple basins including onshore North America, Deep-water Gulf of Mexico, and Kurdistan, Iraq.

Selected Publications

- Purvis et al. (2024), Rocky Mountain Highs and Lows: Decommissioning Colorado's Two Oil Industries. Carbon Tracker: Reports ([CarbonTracker](#))
- Purvis et al. (2023), There will be blood: Decommissioning California's Oilfields. Carbon Tracker: Reports ([CarbonTracker](#))
- Metz, K. M. (2020), CCUS in the LA Basin: Waking up a Sleeping Giant. California Resources Corporation: Forward Forum, 2020.
- Metz, K. M. (2019), Thin-Skinned vs. Thick-Skinned Structural Styles in the San Emigdio Trend: Building an Innovative Structural Model in a Prolific Play Trend. California Resources Corporation: Subsurface Technical Conference, 2019.
- Lee, M. & Metz, K. M. (2019) Jacalito Rhythm Prospect: An Ideal Testing Ground for New Completion Technology. California Resources Corporation: Subsurface Technical Conference, 2019.
- Metz, K. M. (2018), Basement Lineaments: Influence on Sediment Fairways, Deposition, and Trend Segmentation – Southern San Joaquin Basin, CA. California Resources Corporation: Geoscience Technical Conference, 2018.
- Bargnesi, E.B., et al. (2018), Pore Pressure Analysis, Prediction, and Application for Drilling and Production Optimization. California Resources Corporation: Geoscience Technical Conference, 2018.
- Carter, K.M. & Patchen, D.G. ED (2017), A Geologic Study to Determine the Potential to Create and Appalachian Storage Hub for Natural Gas Liquids: Final Report. Appalachian Oil and Natural Gas Research Consortium ([ASH](#))
- Metz, K.M. & Erenpreiss, M.S. (2017), Structural Contour and Isopach Maps of Devonian Shales in Eastern Ohio: Columbus, Ohio Department of Natural Resources, Division of Geological Survey Map Series PG-6, scale 1:500,000. ([ODNR Publication Catalog](#))
- Metz, K. M. (2017), Unconventional Resource Potential of Organic-Rich Devonian Shale Formations, Eastern Ohio, USA. Joint Northeastern and North-Central Annual GSA Section Meeting, 2017. ([ODNR Publication Catalog](#))
- Metz, K.M. (2010) Metamorphic rocks in the Sawtooth Mountains, Idaho, USA: a window into the Precambrian basement of southwest Laurentia. Louisiana State University, Thesis. ([LSU Theses](#))

RONALD F. KRAWCZYK JR., BENG

ORPHAN WELL TECHNICAL DIRECTOR /KEY PERSONNEL

Ron's experience includes plugging and abandonment operations of early-era production wells involving casing and wellhead design/installation; site construction; magnetic wellbore locating; methane migration and quantification studies; historical P&A risk analysis; oil well drilling and re-plugging operations oversight; drilling rig health & safety; writing plugging instructions and reports; class II disposal well and remediation system operations, upgrades, maintenance, and troubleshooting; underground utility design and installation; abandoned oil production site Phase I and II investigations; remediation excavation site management; soil, groundwater, gas sampling, and field sample test kit processing. He has experience with floodplain and elevation surveying, GPS, and geographic information systems; oilfield surface facility mapping; underground utility locating; performing geophysical and magnetic surveying; providing geotechnical drilling and soils logging oversight; subcontractor management and equipment inspections; field crew and subcontractor health and safety oversight; Li-Cor soil gas testing; hot work fire watch; lock-out/tag-out; confined space entry; and field staff and temporary employee technical training.

Ron has created geographic and topological maps using AutoCAD, GPS, geographic information system data, survey data, and aerial historical photographs. His experience includes creating, implementing, modifying, and monitoring stormwater pollution prevention plans; planning facility modifications for proper stormwater and wastewater management; designing, operating, maintaining, and repairing wastewater collection systems and retention ponds; remediation system design, installation, troubleshooting, and upgrades; process control network installation and security protocol management; corresponding and meeting with state and department of environmental quality regulators; preparing soil erosion and sedimentation control permits and plans; performing wetland delineations; invasive species monitoring and reporting. He has authored US Army Corps of Engineers joint permit applications, performed floodplain surveying and hydraulic analysis, design and installation of temporary waterway bypass pumping systems, design and monitoring remediation and mitigation sites, coordinating with professional engineers on projects, permits, stream diversions, and oil tool designs. Ron has written standard operating procedures; management of change documents; operation and maintenance manuals including controls, piping, and instrumentation diagrams; hazard analysis documents; general technical reports; and proposal documents.

YEARS OF EXPERIENCE

- Total: 20
- With Parsons: 18

EDUCATION

- Bachelor of Engineering,
Mechanical Engineering, Saginaw
Valley State University, Michigan,
2017

CERTIFICATIONS/TRAINING

- HAZWOPER 40-hour
- HAZWOPER Supervisor 8-hour
- Technical Staff Trainer
- High-Hazard Safety Trainer
- Qualified Gas Testing
- Hydrogen Sulfide Awareness
- Asbestos Awareness
- Wetland Delineation
- Hazmat/RCRA/DOT
- Confined Space Entry
- Fall Protection/Aerial Equipment
- CPR/AED/First Aid
- Industrial Stormwater
- Construction Stormwater
- Underground Utility Location

COMPUTER/SOFTWARE SKILLS

- RDBMS-based Databases & Reporting
- Various State Oil & Gas Databases
- AutoCAD Civil 3D
- Solid Edge/SOLIDWORKS
- Autodesk Inventor
- MATLAB/Simulink
- ESRI GIS Products
- Trimble Siteworks
- Geometrics MagMap
- Li-Cor Soil Flux Pro
- ABB Data Manager Pro
- Microsoft Project/Visio
- Industrial Control Systems
- SCADA units

Ron's management experience includes planning and dispatching daily tasks and responsibilities for field personnel, providing employee health and safety training and oversight, providing process and procedure verification and training, management of change, planning and scheduling subcontractor and vendor services. He has organized client and regulatory meetings and proposals, written monthly status reports, created quarterly project status update presentations, obtained property owner license agreements, conducted premobilization meetings with property owners and subcontractors, verified invoices and quotations, documented and implemented cost savings utilizing Lean/Six-Sigma principles, and managed implementation of new technologies while providing employee technical and process training.

Work Experience

Technical Director. Michigan EGLE Statewide Orphan Well Methane Monitoring & Quantification, Michigan, United States, 02/2023-Current. Parsons provides state-wide methane emissions studies and leak detection of 444 orphan wells and 60 associated facilities. Parsons developed an efficient and accurate approach utilizing TDLAS methane specific sensors to identify and quantify methane leaks to below 1 gram/hour thresholds as required by DOI guidance along with USEPA Method 21 VOC surveys. Parsons developed an automated field data capture and reporting system creating a master database for DOI reporting and interface with the state's ESRI ArcGIS Online system.

Project Engineer/Technical Director. Confidential International Oil Company, Mid-Michigan Oilfield Remediation, Closure, and Restoration, Michigan, United States. 09/2006-Current. This project was part of a program in which Parsons managed remediation of more than 970 former oilfield sites, including former oil wells, tank battery sites, and spill areas in central Michigan. Parsons also provided program management, investigation, remedial engineering, and construction oversight services and restored more than 9,225 acres of land to nearly original condition under US Environmental Protection Agency and Michigan Department of Environmental Quality and Department of Natural Resources requirements.

Technical Director. Arizona Department of Environmental Quality - Orphan Well Program. Arizona, United States. 1/5/2024-6/30/2024. Parsons is providing UAV-based Magnetometer and LiDAR surveys to locate orphan and undocumented wells encompassing 3,500+ acres across 89 separate areas located state-wide utilizing our proven magnetometer data processing methodology. Also provided are individual site survey reports, detected well bore anomaly coordinates, well anomaly classification, terrain hill shading, elevation contours, and integration of collected survey data into the state's ESRI ArcGIS Online system.

Project Engineer. Confidential International Oil Company, Turn-Key Orphan Well Investigation and Re-abandonment, West Branch, Michigan, United States. 12/2020-06/2023. Provided turn-key investigation and re-plugging of a leaking historical oil well. Conducted initial investigation, contractor selection/mobilization, cost estimations, health & safety management, landowner interface, rig pad design, floodplain surveying and permitting, soil erosion permitting, plugging instructions, well site management of plugging and abandonment operations, and final site restoration.

Project Engineer. Confidential International Oil Company, Orphan Well Methane Studies and Mitigation, Calgary, Alberta Canada. 06/2021-05/2022. This project was the study of leaking methane at over 800 well sites. Assisted development of risk-based and biotechnology alternatives to well re-plugging and abandonment. Responsible for design and installation of methane monitoring and bioremediation systems at well site locations.

Project Engineer. Texas Government Land Office, Bolivar Island Coastal Restoration, Galveston County, Texas, United States. 02/2022-05/2022. This project was coastal orphan well investigation, decommissioning, and

beach restoration following heavy hurricane erosion on the Gulf of Mexico. Provided technical direction, work plans, operating procedure review, health, safety, and contractor management. Work scope involved the assessment of and re-abandonment of exposed documented and undocumented orphan well casings onshore and beyond the surf line.

Project Engineer. New York Department of Environmental Conservation Orphan Well Program 06/2022-12/2022. This project involved the Program Management of the State's Orphan Well Abandonment funds and involved location, assessment, access agreements, permitting, contracting of oilfield services, well site management, and site restoration of over 80 wells. Provided technical direction, work plans, operating procedure review, health, safety, and contractor management.

ERIC L. HELTON

TECHNICIAN V

Eric Helton has 20+ years of experience providing field support and oversight to a large variety of environmental and construction projects throughout the United States, including West Virginia. He has provided oversight for wellbore installation and development and has experience with low- and high-flow sampling techniques. Additionally, Eric has years of experience monitoring, measuring, and capturing explosive gas (methane) emissions and collecting vapor samples.

Work Experience

Field Technician, Parsons, 05/2019-08/2024.

The Circleville Works Facility Enhanced in Situ Bioremediation project is part of a master services agreement in which Parsons serves as an integral part of a collaborative team for the client's corporate remediation group. Parsons designed a low-cost, full-scale application using enhanced in situ bioremediation based on a successful pilot test to treat 1,1-dichloroethene (1,1-DCE) and vinyl chloride in groundwater. Parsons then optimized the design by reducing injection well installations and optimizing the substrate mixture with both fast-acting lactate and slow-release emulsified vegetable oil substrates to extend the longevity of the application to reduce the need for additional injections. Parsons has also introduced dairy whey for a portion of the application as an alternative lower-cost, longer-lasting substrate to the previously proposed sodium lactate. Bioaugmentation is used to ensure that vinyl chloride is completely degraded to ethene. Initial results indicate that 1,1-DCE has been degraded within the treatment area from more than 2,000 µg/L to less than 5.0 µg/L within nine months, without an increase in vinyl chloride. Parsons also conducts lagoon sediment sampling, performs bathymetric surveys to characterize sediment and surface water, documents the application's effectiveness as the final remedy for the site, and evaluates long-term monitoring program optimization at the site, thereby reducing site groundwater sampling frequency and locations and generating significant short- and long-term cost savings to the client. Performing various tasks including installation of both monitoring and injection wells, along with well development, ground water sampling, and soil classification and sampling.

Parsons has served as program manager since January 2013 on the client's comprehensive operations, maintenance, and monitoring (OM&M) program at 10 sites in Massachusetts, Maryland, North Carolina, New Jersey, New York, and West Virginia. This endeavor includes implementing specified OM&M tasks, processing and paying associated direct costs, identifying and implementing remedial process optimizations, and executing approved cost reduction proposals for three-year periods. In addition, the scope requires submitting regular monitoring reports, providing records retention, and performing system curtailment. Parsons also performs quarterly technical evaluations of collected site treatment system data to verify optimal performance of groundwater treatment systems; performs annual and semiannual analyses of groundwater data collected at each of the 10 sites to determine and monitor groundwater contaminants trends; employs programmable logic controller remote access software to monitor and manipulate groundwater treatment systems from remote locations; develops and maintains a state-of-the-art database for historical and current analytical data from nine sites; develops, maintains, and strictly adheres to emergency response plans and health and safety

YEARS OF EXPERIENCE

- Total: 22
- With Parsons: 6

EDUCATION

- Bachelor of Science, Environmental Science, University of Cincinnati, Ohio, 2003

COMPUTER/SOFTWARE SKILLS

- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint
- AutoCAD

plans for each site; and conducts periodic safety evaluations at each site. Operate, maintain, and repair all aspects of the water treatment plant process and monitor and maintain wellfield pumps.

Parsons provided turnkey landfill management services to maintain a landfill that produced impacted groundwater that had historically seeped from the toe of the landfill slope, resulting in stressed vegetation and surface contamination. A groundwater collection trench and wet well were installed to collect the groundwater, and a storage tank was added in the late 1990s to facilitate transfer of the collected groundwater to tank trucks for transportation and off-site disposal. Parsons was responsible for operation of the groundwater collection system. Work included evaluating alternatives to the existing leachate collection system to mitigate leachate generation and designing and constructing the selected alternative; designing and installing a 2.3-acre improved landfill cap consisting of a high-density polyethylene membrane, drainage swales with V-notch flumes, and passive soil gas vents over an existing clay cap to reduce the volume of leachate produced; investigating options for improvements to leachate handling and disposal, such as adding new leachate storage facilities and telemetry and SCADA system controls, improving access roads and secondary containment, and providing on-site treatment using traditional and biological processes; and designing an impermeable cover system with associated drainage features to replace the existing stormwater management system. Primary chemicals of concern were cyanide and fluoride. Duties included groundwater sampling and leachate collection system OM&M.

Plant Operator/Well Field Technician. Montauk Energy, 09/2016-03/2019.

Performed operation and maintenance duties associated with the landfill gas collection system which included two utility flares, one enclosed flare, and a high btu plant. Also assisted with the operation of the High BTU plant as well as completed gas well installations and several HDPE piping and construction projects.

Field Technician. Shaw Environmental, 03/2006 – 03/2016.

Managed the operation and maintenance of several landfill gas collection systems including several landfill gas to energy operations. Knowledge of operation and maintenance of Caterpillar 3516 and 3520 and Genbacher 316 and 320 generators used in landfill gas to energy settings. Performed explosive gas monitoring, surface emission monitoring, tuning of landfill gas wells, gas collection pipe repair and small construction projects, routine landfill gas flare operation and maintenance, blower repairs, and troubleshooting of system and/or flare problems. Extensive experience with several kinds of pumps and blowers including pneumatic, electric, diaphragm, liquid ring, and transfer pumps, as well as fan and rotary blowers. Performed soil and groundwater-related tasks. Extensive experience in monitoring well installation, Geoprobe investigations, groundwater, air, and soil sampling, building, installing, operating and maintaining dual-phase extraction (DPE) remediation systems and site assessments. Also completed several biological sampling studies, mainly fish, for East Kentucky Power at several of their generation plants. During this time was also involved in the design and construction of several slurry walls to mitigate seeping and/or runoff of leachate into surface water. Projects included sites throughout Ohio, Kentucky, Indiana, Pennsylvania, Maryland, Tennessee, Illinois, New York, Michigan, Missouri, and West Virginia.

Hydrogeologist, Handex Environmental, 09/2003-01/2006.

Performed soil and groundwater-related tasks. Extensive experience in monitoring well installation, Geoprobe investigations, groundwater, air and soil sampling, operation and maintenance of dual-phase extraction (DPE) remediation systems and site assessments. Sites were located throughout Ohio, Kentucky, Indiana, and Pennsylvania.

CHRISTOPHER W. JOHNSON, PG

SENIOR GEOLOGIST

Chris Johnson is a registered professional geologist (Missouri, Texas, and Louisiana) who specializes in environmental site investigation and remediation, with over 34 years of experience spanning a broad spectrum of project work scope complexity and size. He has extensive experience conducting intrusive and nonintrusive site assessments at RCRA facilities, refineries, petrochemical plants, bulk plants, pipelines, oil production sites, and a broad array of commercial facilities. Intrusive assessment experience includes investigation and analysis of subsurface conditions, through installation of wells to collect soil and groundwater samples, delineate the subsurface contamination, and analyze the hydrogeology with respect to contaminant fate and transport.

Mr. Johnson has managed and performed remedial action projects involving design, installation, operation & maintenance, and monitoring. He has experience and knowledge of remedial technologies such as liquid ring pump recovery, vapor extraction and interception, air sparging, excavation, *in-situ* chemical oxidation (ISCO) and enhanced *in-situ* bioremediation (EISB). He is familiar with a variety of computer programs used to analyze data collected during site assessment and remediation, and he evaluates data and recommends remedial options.

YEARS OF EXPERIENCE

Total: 34
With Parsons: 5

EDUCATION

- Bachelor of Science, Geology, Louisiana State University and Agricultural & Mechanical College, Louisiana, 1982

REGISTRATIONS

- Geologist, 2019030253, Missouri

COMPUTER/SOFTWARE SKILLS

- MS Office - Word, Excel, PowerPoint

Work Experience

Senior Geologist. Parsons, 06/2019-Current.

Since Mr. Johnson joined Parsons in June 2019, he has performed as senior geologist for a large-scale RCRA remediation site in New Haven, Missouri. The RCRA Superfund site in question is contaminated by chlorinated solvents, including dense non-aqueous phase liquid (DNAPL), in a complex hydrogeologic setting that includes fractured dolomite bedrock and secondary porosity due to dissolution. Mr. Johnson's activities of the RCRA site have included implementation and monitoring of remedial technologies. Additionally, Mr. Johnson was the primary author for the work plan and is currently responsible for implementing the EPA-approved site characterization activities including rock core logging, downhole geophysical logging, point velocity probe (PVP) logging, borehole fluid replacement testing, and tracer testing.

Chris acted as a Senior Integrator for Battelle's Critical Care Decontamination System during the Covid-19 Pandemic. This facility used concentrated, vapor-phase hydrogen peroxide to disinfect N-95 masks and other personal protective equipment (PPE) in support of pandemic relief efforts in areas of the United States that were being hit the hardest by the COVID-19 pandemic outbreak. Chris led Parsons' team of up to 22 members throughout the course of CCDS operations. He worked closely with Battelle site lead counterpart and the entire Parsons CCDS team to ensure safe and efficient non-stop

decontamination operations. He was responsible for all aspects of operations and team management, including health & safety, scheduling, direct communications with Battelle and Parsons team leaders and members, and weekly and monthly status reports.

Project Manager / Environmental Services Director, Cobb Environmental & Technical Services, Inc. 01/2017 - 06/2019.

Chris developed and executed sales and marketing plan for environmental work in the Midsouth area; mentored and trained junior staff members with regard to environmental field standard operating procedures, regulatory interaction and negotiation, and report preparation; acted as senior technical resource for environmental projects; and performed senior level review and QA/QC of environmental division deliverables.

Managed and performed environmental work at complex UST release site, including supervision and consultation with contractors performing initial emergency response activities and interim remedial action. Chris authored the work plan for comprehensive site investigation and implemented the site investigation work plan, including installation and sampling of 32 monitoring wells. He authored the remedial action plan, obtained the necessary permits for installation and operation of the remediation system, and supervised the installation and startup of said system. The dual phase vacuum extraction (DPVE) remediation system consisted of 21 extraction wells, 150-hp oil-sealed-ring vacuum pump with air/water separator, LNAPL separation tank, combined oil/water separator and air stripper unit, and granular activated carbon (GAC) vessels.

Managed and performed comprehensive site investigation at former a dry-cleaning facility, including development of risk-based corrective action cleanup levels. Prepared corrective action plan (CAP), which was approved upon initial submittal to Louisiana Department of Environmental Quality (LDEQ), with no comments or notice of deficiencies (NOD).

Project Manager / Senior Geologist. ALTEC Environmental Consulting, LLC, 06/2011- 10/2015.

Managed and performed due diligence assessment activities at a chemical plant in Beaumont, Texas that formerly produced tetra-ethyl lead. Prepared comprehensive work plan for soil assessment and directed/performed field activities in strict adherence with Level B health and safety protocols, including supplied air respirators and chemical protective suits. The results of the Phase II soil assessment allowed the client to negotiate a favorable leasing arrangement and prepare a risk-based site development plan in accordance with lead contamination levels at the site.

Managed and performed due diligence (Phase I/II) assessment activities related to the planned acquisition of 11 marine fuel terminals along the Gulf Coast in Louisiana and Texas. City of Shreveport, T.L. Amiss Water Treatment Plant, Shreveport, Louisiana. Developed work plan and managed remediation (by excavation) of soils impacted by caustic (sodium hydroxide) spill. As part of the work plan, a risk-based cleanup level of 11.8 for pH was developed in accordance with the LDEQ's Risk Evaluation/Corrective Action Program (RECAP), by determining the acceptable pH concentration at the point of compliance, and back-calculating the acceptable soil remediation levels using the molar concentrations of the hydroxide anion. Regulatory acceptance of this risk-based soil pH cleanup level, as opposed to the previous requirement to remediate to "background" pH levels, resulted in substantial decrease of soil excavated to meet remediation goals.

Managed assessment and remediation of multiple produced water releases, which were related to oil and gas production in north Louisiana and east Texas. Remediation techniques included soil amendments and excavation.

Project Manager, Shaw Environmental & Infrastructure Inc., 12/2006-11/2009.

Managed mercury investigation at 17 natural gas pipeline metering sites along the Gulf Coast of Louisiana. Co-authored the comprehensive Investigation Work Plan and assisted in negotiating work plan approval by the Louisiana Department of Environmental Quality (LDEQ). Managed and performed mercury sampling field work with complex logistics and schedule.

Program Manager, EE&G Environmental Services, LLC - 10/2005-07/2006.

Performed and managed environmental operations related to Hurricane Katrina recovery efforts in New Orleans, Louisiana. Initial responsibilities included baseline assessments of debris disposal and staging sites. Subsequently managed Ineligible Waste program for debris removal, including coordination and logistics for team of up to 132 ineligible waste inspectors, who were assigned to debris removal contractors.

Project Manager / Senior Geologist, ERM-Southwest, Inc. 12/2002-09/2005.

Managed RCRA and state regulatory programs at two large petroleum refinery sites and several industrial sites in south Louisiana. Key aspects of the programs included a RCRA Facility Investigation (RFI), RCRA ground water monitoring and reporting, preparation of work plans (with regulatory approval) for monitored natural attenuation (MNA), solid waste management unit (SWMU) closure, assessment activities, operation and maintenance of remediation systems, and regulatory negotiations.

Directed Quality Assurance/Quality Control (QA/QC) for subsurface assessment activities at refinery expansion site in Fujian Province, China. Selected by major petroleum client to instruct and assist Chinese partners in modern site investigation techniques, including low-flow groundwater purging and sampling.

Project Manager / Geologist. Fluor Daniel, GTI, 05/1990-12/2001.

Managed a complex, multimillion-dollar environmental assessment and remediation project for a major petroleum pipeline company in Alabama. Coordinated all aspects of the project and performed lead role in field activities throughout the site investigation and remedial action planning process.

Managed and performed key field supervisory activities for a railroad RCRA project in Tennessee. The site involved lead and PCB impact to soil and was highly sensitive because of perceived risk to adjacent residents. Client, public, and regulatory communications were of primary importance throughout the project, and effective work scopes were proposed and executed that provided reduced risk and exposure to the client, while ensuring the safety of the residential community.

KRISTEN E. BROOKS

ENGINEER II

Kristen Brooks is an environmental engineer with experience working on a variety of environmental remediation projects, including Parsons NYSDEC Orphan Well Program where she provided field oversight of plugging operations and site reclamation. She has supported projects throughout the northeastern United States by developing remedial designs and performing tasks including stormwater modeling, fieldwork, remedial construction oversight, research, and report writing. While earning her master's degree, Kristen completed a thesis project involving modeling nitrate removal occurring as a result of induced hyporheic flow within a restored stream.

Work Experience

Environmental Engineer II, Parsons 08/2017-Current.

Parsons conducted a pre-design investigation and is developing the remedial design for a former manufactured gas plant. Kristen's responsibilities include drafting the pre-design investigation work plan and report, coordinating with subcontractors and managing site access. Additionally, Kristen is drafting the design report and design specifications, developing and reviewing design drawings, submitting permit applications to various local, state, and federal agencies.

As part of a project involving remediation of solid waste management sites, Kristen performed hydrologic modeling and reviewed stormwater management regulations to ensure that the remedial design is in accordance with current regulations. She drafted the design report, technical appendices, and design specifications, and developed and reviewed design drawings.

As a member of the Inactive Landfill Initiative team, Kristen maintained weekly and monthly tracking spreadsheets of site status and sampling results for the sites. She also created the site-specific work plans by researching the historical and current landfill conditions, including on-site inspection, utilizing a program-specific ranking system to assess the relative potential for impacts to groundwater and drinking water supplies. She coordinated and performed drinking water sampling at residences potentially impacted by contamination related to the landfills, performed groundwater sampling, and prepared an annual report on the program submitted to the New York state legislature and governor's office.

As a quality assurance officer on Parsons NYSDEC Orphan Well Plugging Program, Kristen obtained permits and access agreements and performed initial site inspections on wells identified for plugging and abandonment. Kristen was responsible for providing field-oversight/quality assurance of the plugging operations on 19 oil wells and 44 gas wells. As part of this she produced daily reports with photographic documentation of the field activities and site conditions.

Kristen served as a construction engineer and deputy project manager for the construction of 3510 West Road in Corning, NY. In this role she was responsible for developing design drawings, drafting design specifications, developing remedial cost estimates and coordinating state and local permit applications. She performed

YEARS OF EXPERIENCE

Total: 7

With Parsons: 7

EDUCATION

- Master of Science, Environmental Engineering, Virginia Polytechnic Institute and State University, Virginia, 2017
- Bachelor of Science, Biochemistry and Geological Sciences, University at Buffalo, New York, 2015

CERTIFICATIONS

- Hazardous Waste Operations and Emergency Response, Parsons
- New York State Erosion and Sediment Control Certificate, New York State Department of Environmental Conservation

construction oversight, reviewed contractor submittals, and completed waste profiles for the disposal of both hazardous and nonhazardous waste. A major part of her role was performing the storm water erosion and sediment controls inspections and drafting completion reports.

As an environmental engineer for Parsons NYSDEC Tecumseh Redevelopment site project, Kristen performed various calculations for the remedial action plan. She also built a database of environmental data for the statements of basis and developed cost estimates for remedial alternatives. She drafted deliverables for recommendations related to the corrective measures provided by the owner's contractor and reviewed documents and drawings.

As an environmental engineer on Parsons NYSDEC Eastman Business Park Resource Conservation and Recovery Act (RCRA) Facility investigation team Kristen developed the corrective measures study report and work plan. She also conducted field work including collecting vibracores and sediment processing. She developed charts/graphs demonstrating the site conditions and developed the pre-design investigation work plan. She also developed and reviewed construction design drawings and assisted with the permit application process.

Kristen provided onsite inspection and oversight services during construction on a manufactured gas plant where she attended site progress meetings, participated in safety briefings, and served as a liaison between the client and representatives of the responsible party, the engineer, the contractor, and the surrounding community. She generated daily inspection reports and communicated these to the client project manager.

Appendix A1

PRE-PLUGGING SITE
INSPECTION REPORT



PRE-PLUGGING SITE INSPECTION REPORT

Well/Site Name, # _____ API 47- _____

Operator/Contractor Name _____ Well Type _____

Watershed _____ Quadrangle _____

Elevation _____ County _____ District _____

Farm Name _____ Wellhead Latitude (WGS84) _____ Wellhead Longitude (WGS84) _____

Inspector Name _____ Date _____

Company _____ Time _____

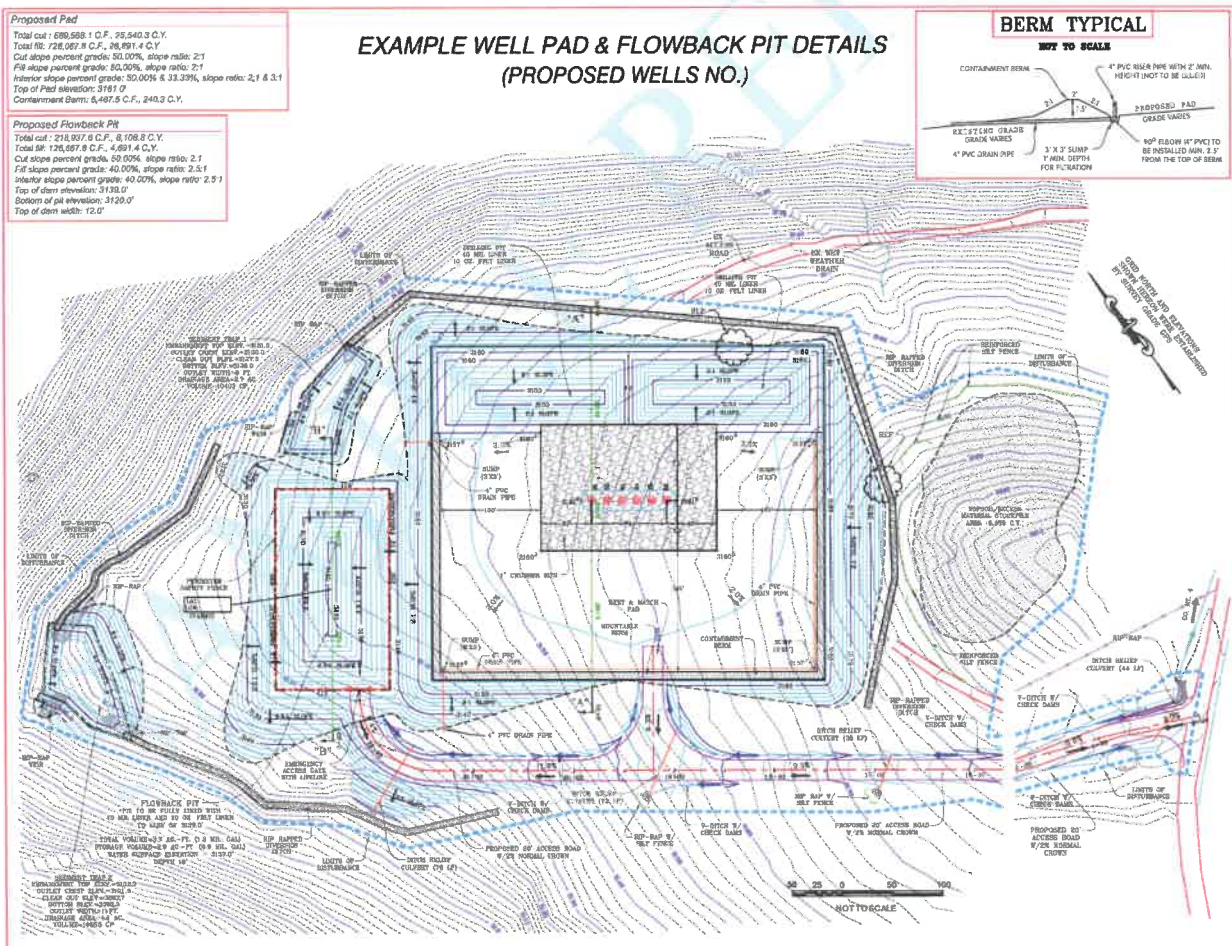
Feature	Location (N,S,W,E)	General Condition / Type	Comments
Grading			
Drainage			
Streams/Wetlands			
Roads			
Utilities			
Rock Outcrops / Ridges			
Wellhead			
Stormwater / Erosion Controls			
Ground Cover			
Land Use			

NOTES / DEFICIENCIES /
REQUIRED ACTIONS:



PHOTOS:

COPY OF APPROVED SITE PLAN:



Appendix A2

DAILY REPORT OF
PLUGGING OPERATIONS

**DAILY REPORT OF PLUGGING OPERATIONS**

WELL NAME AND NUMBER		API	
FARM NAME		DISTRICT	COUNTY
SURFACE ELEVATION	QUADRANGLE	LATITUDE (WGS84)	LONGITUDE (WGS84)

WELL TYPE: OIL ☐ GAS ☐ OTHER ☐

OPERATOR / CONTRACTOR		DATE	TIME
CLIENT	PROJECT	JOB #	
PARSONS REPRESENTATIVE			

NAME	AFFILIATION	CAPACITY
Chris Johnson	Parsons	Supplemental QA Officer
Dave Davies	Plugging Operator X	Rig Operator (Heavy Equipment Operator II)
Derick O'Neil	Plugging Operator X	Rig Hang (Laborer)
Tony Winter	Plugging Operator X	Rig Hang (Laborer)
Paul Johnston	Plugging Operator X	Cement (Laborer)
Chuck Pickens	Plugging Operator X	Cement (Laborer)
John Smith	WVDEP-OOG	State Well Inspector

EQUIPMENT ON SITE:			
103 mats	Sea Box		
Service Rig	Flowback Tank		
Doghouse	5.5" Work String		
Excavator	Pickup Truck (3x)		
Utility Trailer			

MATERIALS DELIVERED TO, OR REMOVED FROM THE SITE:
Delivered 26 Sacks of Cement, 300 lbs bentonite gel and 3,700 gallons of water

**WORK IN PROGRESS OR COMPLETED:**

Ran camera down to 225' well - water too dark to see

Tripped in hole with 1.5" pipe to top of 3½" pipe stub at 1294'. Made several attempts to get beside stub with no luck. Set pipe at 1282'

Placed gel then cement plug from 1282' to target of 1180' with 26 sacks of cement

Tripped out of hole

Drained equipment

Shut down

PLANNED FOR NEXT DAY:

Tag top of cement at 1180' - add cement if below 1180'

Pull up to 630' and cement from 630' to 560'

VERBAL DISCUSSIONS / DEVIATIONS FROM APPROVED PLAN

None

SAFETY, HEALTH & ENVIRONMENT

TAILGATE MEETINGS/TOPICS: Daily Covid, H2S - Tripping pipe – Slips, Trips and Falls

METER READINGS (AT WORK LEVEL): O₂: 20.5 (%); CO: 0 (ppm); LEL: 0 (%); H₂S: 0 (ppm); VOC: 0 (ppm)

METER READINGS (FROM SOURCE): O₂: 19.5 (%); CO: 2.5 (ppm); LEL: 8.1 (%); H₂S: 0.5 (ppm); VOC: 1.2 (ppm)

ISSUES: None

INCIDENTS REPORTED TODAY: None

NEAR MISS: None

PHOTOS: None



BABAA Compliance Data

West Virginia Orphan Well Plugging Program

CEMENT		USA
<i>Material</i>	<i>Manufacturer</i>	<i>Country of Origin</i>
<i>Signature of Knowledgeable Individual</i>		<i>Date</i>
<i>Name, Last</i>	<i>Name, First</i>	<i>Title</i>
<i>Company</i>	<i>Phone</i>	<i>email</i>

GEL		USA
<i>Material</i>	<i>Manufacturer</i>	<i>Country of Origin</i>
<i>Signature of Knowledgeable Individual</i>		<i>Date</i>
<i>Name, Last</i>	<i>Name, First</i>	<i>Title</i>
<i>Company</i>	<i>Phone</i>	<i>email</i>

Appendix A3

SUMMARY REPORT OF PLUGGING OPERATIONS



SUMMARY REPORT OF PLUGGING OPERATIONS

WELL NAME AND NUMBER		API	
FARM NAME		DISTRICT	COUNTY
SURFACE ELEVATION	QUADRANGLE	LATITUDE (WGS84)	LONGITUDE (WGS84)

WELL TYPE: OIL ☐ GAS ☐ OTHER ☐

COMPANY: _____ COAL OPERATOR OR OWNER: _____

PLUGGING OPERATOR		PLUGGING START DATE
ESTIMATED TOTAL DEPTH (ft MD)	ATTAINABLE BOTTOM (ft MD)	PLUGGING END DATE

MONUMENT SET CORRECTLY? Yes ☐ No ☐ Comments: _____

CASING RECORD	CASING STRINGS	HOLE SIZE (IN.)	PIPE SIZE (IN.)	WEIGHT (LBS./FT)	NEW OR USED	PUT IN WELL (TMD)	PULLED OUT (FT)	LEFT IN HOLE (FT)	METHOD (I.E. CUT, SHOT, ETC.)
	Conductor								
	Surface								
	Intermediate								
	Production								
	Tubing								

PLUGGING DATA	FILLING MATERIALS, BRIDGES, & PLUGS	CLASS/TYPE	NUMBER OF SACKS	SLURRY WT (PPG)	YIELD (FT ³ /SX)	VOLUME (FT ³)	TAGGED (YES/NO)	FROM (TVD/MD)	TO (TVD/MD)
	Bottom Plug, cement								
	Gel								
	Isolation Plug, cement								
	Gel								
	Water Plug, cement								
	Gel								
	Surface Plug, cement								

Did the actual plugging operations deviate from the plugging plan approved by the agency in the Notice of Intention to Plug and Abandon? If yes, describe in the comment section below or in an attachment. Yes ☐ No ☐

COMMENTS:

SIGNATURE OF PARSONS QUALITY ASSURANCE OFFICER	DATE
--	------



BABAA Compliance Certification

West Virginia Orphan Well Plugging Program

CEMENT		USA
<i>Material</i>	<i>Manufacturer</i>	<i>Country of Origin</i>
<i>Signature of Knowledgeable Individual</i>		<i>Date</i>
<i>Name, Last</i>	<i>Name, First</i>	<i>Title</i>
<i>Company</i>	<i>Phone</i>	<i>email</i>

BENTONITE GEL		USA
<i>Material</i>	<i>Manufacturer</i>	<i>Country of Origin</i>
<i>Signature of Knowledgeable Individual</i>		<i>Date</i>
<i>Name, Last</i>	<i>Name, First</i>	<i>Title</i>
<i>Company</i>	<i>Phone</i>	<i>email</i>

BRIDGE PLUGS		USA
<i>Material</i>	<i>Manufacturer</i>	<i>Country of Origin</i>
<i>Signature of Knowledgeable Individual</i>		<i>Date</i>
<i>Name, Last</i>	<i>Name, First</i>	<i>Title</i>
<i>Company</i>	<i>Phone</i>	<i>email</i>



APPENDIX A3



AGGREGATE			USA
<i>Material</i>	<i>Manufacturer</i>		<i>Country of Origin</i>
<i>Signature of Knowledgeable Individual</i>		<i>Date</i>	
<i>Name, Last</i>	<i>Name, First</i>	<i>Title</i>	
<i>Company</i>	<i>Phone</i>	<i>email</i>	

I hereby certify that to the best of my knowledge and belief all Iron, Steel, Manufactured Products, and Construction Materials installed on this project by my company and by any and all subcontractors and suppliers for this project comply with the Build America, Buy America Act (BABAA) requirements of the Infrastructure Investment and Jobs Act of 2021 (Pub. L. 117- 58, §§ 70901-70953), or are the subject of a waiver approved by the Secretary of Agriculture or designee.

<i>Certifying Individual's Signature</i>	<i>Date of Certification</i>
--	------------------------------



Davis Bacon Act Compliance Audit

NAME	AFFILIATION	CAPACITY	Prevailing Wage (SAM.gov)	Payroll Wages as Reported by Employer
Chris Johnson	Parsons	Supplemental QA Officer		
Dave Davies	Plugging Operator X	Rig Operator (Heavy Equipment Operator II)		
Derick O'Neil	Plugging Operator X	Rig Hang (Laborer)		
Tony Winter	Plugging Operator X	Rig Hang (Laborer)		
Paul Johnston	Plugging Operator X	Cement (Laborer)		
Chuck Pickens	Plugging Operator X	Cement (Laborer)		
John Smith	WVDEP-OOG	State Well Inspector		

ATTACH TIME/DATE STAMPED PHOTOS OF THE MONUMENT:

Appendix A4

POST-PLUGGING SITE
INSPECTION REPORT



POST-PLUGGING SITE INSPECTION REPORT

Well/Site Name, # _____ API 47- _____

Operator/Contractor Name _____ Well Type _____

Watershed _____ Quadrangle _____

Elevation _____ County _____ District _____

Farm Name _____ Wellhead Latitude (WGS84) _____ Wellhead Longitude (WGS84) _____

Inspector Name _____ Date _____ Initial Inspection _____ Interim Inspection _____ Final Inspection _____

Company _____ Time _____

Acres Disturbed _____ Prevegetation Soil pH _____

Lime (tons/acre) _____ Target pH _____

Fertilizer (lbs/acre) _____ Mulch (tons/acre) _____

Seed Mixtures					
Area I		Area II		Area III	
Seed Type	Lbs/acre	Seed Type	Lbs/acre	Seed Type	Lbs/acre

Notes:

Grading _____ Vegetative Cover (%) _____

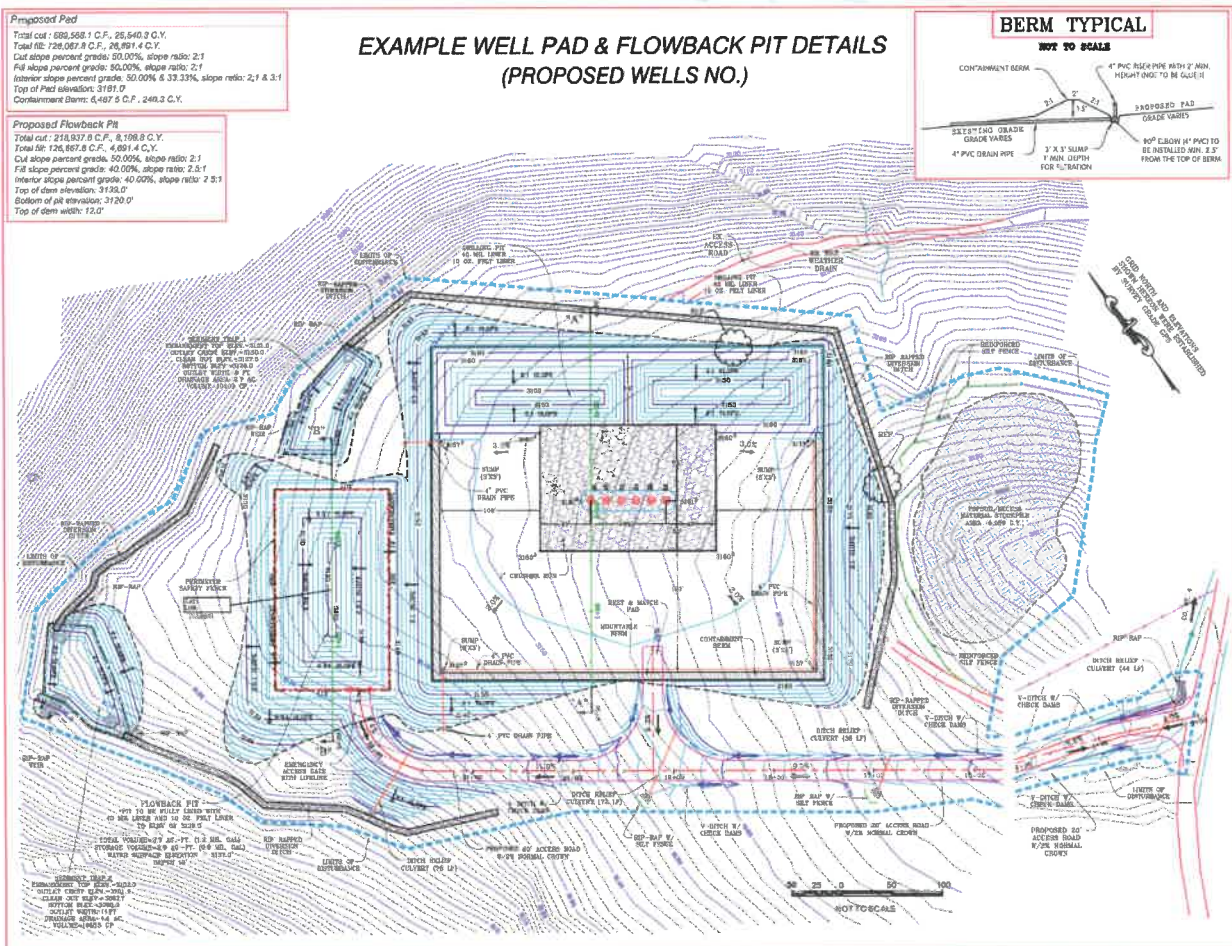
Sediment/ Erosion Controls: Yes ☐ No ☐ Comments _____

Additional Notes / Comments: Landowner requested road remain. Temporary stream crossing removed.



PHOTOS:

COPY OF APPROVED SITE PLAN:



Appendix B1

REQUEST FOR PROPOSAL
COVER FORM



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

State of West Virginia
Centralized Request for Proposals
Consulting

Proc Folder: 1476296

Doc Description: DEP OOG - Supplemental Quality Assurance

Proc Type: Central Master Agreement

Reason for Modification:

Addendum #2 issued to publish agency responses to vendor submitted questions and extend bid close da..... See Page 2 for complete info

Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-28	2024-09-11 13:30	CRFP 0313 DEP2500000002	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000231966

Vendor Name : Parsons Environment & Infrastructure, Inc.

Address :
301 Plainfield Road, Suite #350

Street :

City : Syracuse

State : NY

Country : United States

Zip : 13212

Principal Contact : Tom Drachenberg

Vendor Contact Phone: 315-552-9688

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN#

94-3376767

DATE

09/09/2024

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

Reason for Modification:

Addendum #2 issued to publish agency responses to vendor submitted questions and extend bid close date until 9/11/2024 @ 1:30 PM

ADDITIONAL INFORMATION

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Department of Environmental Protection (hereinafter referred to as the "Agency") to support compliance with applicable grant and contract terms on well plugging projects funded by Section 40601 of the Bipartisan Infrastructure Law. To ensure adherence to the terms of the grant and the most appropriate use of funds, a supplemental quality assurance ("SQA") contract is necessary per the specifications and terms and conditions.

***Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Josh Hager - Joseph.E.HagerIII@wv.gov ***

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION REAP OFFICE 601 57TH ST SE CHARLESTON WV 25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Supplemental Quality Assurance Per Well	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description:

Supplemental Quality Assurance Per Well. Quantities are estimated and for bid purposes only.

SCHEDULE OF EVENTS

Line	Event	Event Date
------	-------	------------

	Document Phase	Document Description	Page 3
DEP2500000002	Final	DEP OOG - Supplemental Quality Assurance	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Centralized Request for Proposals
Consulting

Proc Folder: 1476296

Doc Description: DEP OOG - Supplemental Quality Assurance

Proc Type: Central Master Agreement

Reason for Modification:

Addendum #1 issued to include notification that online responses to RFP's are prohibited. Please fol..... See Page 2 for complete info

Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-12	2024-09-04 13:30	CRFP 0313 DEP2500000002	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000231966

Vendor Name : Parsons Environment & Infrastructure, Inc.

Address :
301 Plainfield Road, Suite #350

Street :

City : Syracuse

State : NY

Country : United States

Zip : 13212

Principal Contact : Tom Drachenberg

Vendor Contact Phone: 315-552-9688

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN#

94-3376767

DATE

09/09/2024

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

Reason for Modification:

Addendum #1 issued to include notification that online responses to RFP's are prohibited. Please follow bid submission instructions located in the RFP Documents attached.

ADDITIONAL INFORMATION

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Department of Environmental Protection (hereinafter referred to as the "Agency") to support compliance with applicable grant and contract terms on well plugging projects funded by Section 40601 of the Bipartisan Infrastructure Law. To ensure adherence to the terms of the grant and the most appropriate use of funds, a supplemental quality assurance ("SQA") contract is necessary per the specifications and terms and conditions.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION REAP OFFICE 601 57TH ST SE CHARLESTON WV 25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Supplemental Quality Assurance Per Well	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description:
Supplemental Quality Assurance Per Well. Quantities are estimated and for bid purposes only.

SCHEDULE OF EVENTS

Line	Event	Event Date
------	-------	------------

	Document Phase	Document Description	Page 3
DEP2500000002	Final	DEP OOG - Supplemental Quality Assurance	

ADDITIONAL TERMS AND CONDITIONS

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

State of West Virginia
Centralized Request for Proposals
Consulting

Proc Folder: 1476296

Doc Description: DEP OOG - Supplemental Quality Assurance

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Proc Type: Central Master Agreement

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2024-08-07	2024-09-04 13:30	CRFP 0313 DEP2500000002	1

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PURCHASING DIVISION
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CHARLESTON WV 25305
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Extended Description:

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SCHEDULE OF EVENTS

Line	Event	Event Date
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REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

TABLE OF CONTENTS

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- 2. Section 1: General Information and Instructions**
- 3. Section 2: Instructions to Vendors Submitting Bids**
- 4. Section 3: General Terms and Conditions**
- 5. Section 4: Project Specifications**
- 6. Section 5: Vendor Proposal**
- 7. Section 6: Evaluation and Award**
- 8. Certification and Signature Page**

SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the “Purchasing Division”) is issuing this solicitation as a request for proposal (“RFP”), as authorized by W. Va. Code §5A-3-10b, for the West Virginia Department of Environmental Protection (hereinafter referred to as the “Agency”) to support compliance with applicable grant and contract terms on well plugging projects funded by Section § 40601 of the Bipartisan Infrastructure Law.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor’s technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on 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: 8/21/2024 @ 4:00 PM ET

Submit Questions to: Josh Hager
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Joseph.E.HagerIII@wv.gov

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

6. BID SUBMISSION: All bids must be submitted 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 5 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.

Revised 8/24/2023

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: Parsons Environment & Infrastructure, Inc.

BUYER: Josh Hager

SOLICITATION NO.: CRFP 0313 DEP2500000002

BID OPENING DATE: see section 7

BID OPENING TIME: see section 7

FAX NUMBER: 304-558-3970

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 WV OASIS (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: 9/04/2024 @ 1:30 PM ET

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix B2

GENERAL TERMS
AND CONDITIONS
ACKNOWLEDGEMENTS

REQUEST FOR PROPOSAL

(DEP CRFP 25*02)

SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on 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 One Year. 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 Three (3) 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: 1 Million per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1 Million 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 www.state.wv.us/admin/purchase/privacy.

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.

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

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

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

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

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

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

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

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

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

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

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

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) Tom Drachenberg

(Address) 301 Plainfield Road Suite #350, Syracuse, NY 13212

(Phone Number) / (Fax Number) 315-552-9688 / 315-552-9780

(email address) Thomas.Drachenberg@parsons.com

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.

Parsons Environment and Infrastructure, Inc.

(Company) 

(Signature of Authorized Representative)

Thomas Drachenberg, PE. Program Manager 09/09/2024

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

351-552-9688 / 315-552-9780

(Phone Number) (Fax Number)

Thomas.Drachenberg@Parsons.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFP 0313 DEP2500000001

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)

- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Parsons Environment and Infrastructure, Inc.

Company



Authorized Signature

09/09/2024

Date

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

Appendix B3

PROJECT SPECIFICATIONS AND REQUEST FOR PROPOSAL CERTIFICATION

Appendix B3

PROJECT SPECIFICATIONS
AND REQUEST FOR
PROPOSAL CERTIFICATION

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SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment:

Under the authority of W. Va. Code § 22-10-7(a), the Agency permanently plugs abandoned oil and natural gas wells on a priority basis using public funds. Certain funds granted by the Bipartisan Infrastructure Law will enable the Agency to plug and reclaim an unprecedented number of such wells and well sites through fiscal year 2030. To ensure adherence to the terms of the grant and the most appropriate use of funds, a supplemental quality assurance (“SQA”) contract is necessary.

Under such a contract, a quality assurance officer will provide daily on-site project field support throughout the project life cycle ensuring that all contract, permit, and grant requirements are met throughout the site-construction, well plugging, and reclamation phases of the projects. Expected job responsibilities include, but are not limited to, daily documentation of site-development and well site activities, identification of any deviations from the approved permits, communication with the appropriate inspector to authorize or deny such deviations, specifically verifying that all raw materials brought on location (i.e., cement, stone, pipe) meet the necessary specifications, verification of cement and/or gel density and volume, recordation of cement plug depth and cure time, recordation of all pipe cut depths and detailed notes concerning the quantity and size of pipe left in the hole, verification of reclamation material and placement, and ensuring that reclamation meets permit standards prior to inspector validation. Further responsibilities of the quality assurance officer include daily documentation of working contractor and subcontractor staff while also performing regular contractor and subcontractor interviews for compliance verification with the Davis Bacon Act. The compliance officer may also be expected to verify any qualifying raw materials brought onto location to ensure they comply with Build America, Buy America requirements. It is important to note that while the quality assurance officer will not have any enforcement authority, they must be able to clearly understand well work activities and articulate to the inspection field staff any potential or active issues as they arise.

4.2. Project Goals and Mandatory Requirements: Supplemental quality assurance for well plugging contracts funded through § 40601 of the Bipartisan Infrastructure Law. Vendor should describe its approach and methodology to providing the service or solving the problem described by meet the goals/objectives identified below. Vendor’s response should include any information about how the proposed approach is superior or inferior to other possible approaches. The approach and/or methodology that the vendor uses to comply with the project and are exceeded, will be included in technical scores where appropriate.

4.2.1. Goals and Objectives – The project goals and objectives are listed below.

4.2.1.1 The vendor should describe how it intends to provide supplemental quality assurance of pre-plugging field activities for wells selected to be plugged using certain federal funds. Critical elements which should be incorporated into a quality assurance plan for pre-plugging activities include, but are not limited to:

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- (i) Confirmation that the site is prepared in accordance with the West Virginia Erosion and Sediment Control Field Manual – May 2012.
- (ii) Submittal of any Agency-generated forms or paperwork developed in association with oversight of pre-plugging activities.

4.2.1.2 The vendor should describe how it intends to provide supplemental quality assurance of plugging activities for wells selected to be plugged using certain federal funds. Critical elements which should be incorporated into a quality assurance plan for plugging activities include, but are not limited to:

- (i) The observation and recording of well depth, pipe size and footage pulled vs. left in hole.
- (ii) Verification of cement type, density, and amounts used for plugs, tagged depths.
- (iii) Verification of gel density and amount used for spacers.
- (iv) Confirmation that the installed monument is set correctly and meets all statutory rules and requirements.
- (v) Submittal of any Agency-generated forms or paperwork developed in association with the oversight of plugging activities.

4.2.1.3 The vendor should describe how it intends to provide field oversight of post-plugging activities for wells selected to be plugged using certain federal funds. Critical elements which should be incorporated into a quality assurance plan for well site reclamation activities include, but are not limited to:

- (i) Documentation of materials (i.e., seed, lime, fertilizer, mulch) used for revegetation.
- (ii) Removal of all erosion and sediment controls
- (iii) Re-grading and re-contouring of site location in accordance with the West Virginia Erosion and Sediment Control Field Manual – May 2012.
- (iv) Submittal of any Agency-generated forms or paperwork developed in association with the oversight of post-plugging activities.

4.2.1.4 The vendor should describe how it intends to establish and maintain an appropriate, productive, and effective on-site presence (i.e., frequency and duration of site visits) throughout the duration of field activities and then document of those visits. Appropriate data to be collected and recorded should include, but not be limited to:

- (i) Maintaining a daily log.
- (ii) The date/time work is being performed.
- (iii) A list of all personnel on location for that day.
- (iv) A general description of work being performed.

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- (v) A detailed description of any problems or issues encountered (particularly those that necessitate authorized deviations from issued permits).
- (vi) Pictures that are date/time/location stamped to document work performance.

4.2.1.5. The vendor should describe how it intends to provide on-site contractor oversight of key grant requirements. Critical elements which should be incorporated into a quality assurance plan for grant requirements includes:

- (i) Davis Bacon Act¹
- (ii) Build America Buy America²

4.2.2. Mandatory Project Requirements – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

4.2.2.1 Safety. To maintain personal safety, the vendor must equip each supplemental quality assurance officer with appropriate personal protective equipment including, but not limited to:

- (i) A handheld gas detector capable of detecting methane (either directly or as a %LEL reading) and hydrogen sulfide.
- (ii) Personal protective equipment suitable for a job site such as hard hats and steel toed boots.

4.2.2.2 Transportation. The vendor must utilize their own transportation to travel to the job sites to perform contract services.

4.2.2.3 Communication

Quality assurance officer(s) will interface daily with Agency program staff including, but not limited to, field inspectors, inspector supervisors, and inspector specialists,

¹ Pursuant to the Davis-Bacon Act (40 U. S. C. § 3141), laborers and mechanics employed by grant-recipients may be subject to prevailing wage requirements.

² Under the Build America, Buy America Act, Part I – Buy America Sourcing Requirements, Section 70914 of the BIL, all iron, steel, manufactured products, and construction materials consumed in, or incorporated into, BIL-funded projects must be produced in the United States.

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environmental resources specialists and analysts, and program managers. The quality assurance officer is expected to maintain professionalism at all times, be reasonably available for discussions on project progress and proactively contact the appropriate Agency representative when issues arise.

- 4.3. Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1. A supplemental quality assurance officer must have at least two years of actual relevant experience in the oil and gas industry, provided that no more than one year of the experience requirement may be satisfied by any of the following: (i) a bachelor of science degree in science or engineering; (ii) an associate degree in petroleum technology; or (iii) actual relevant environmental experience including, without limitation, experience in wastewater, solid waste or reclamation, each full year of which shall be considered as a year of actual relevant experience in the oil and gas industry.

4.3.1.2. A supplemental quality assurance officer must have a good theoretical knowledge of oil and gas plugging methods, practices and techniques, sound safety practices and applicable water and mining laws.

4.3.1.3. Vendor should have demonstrable project management success in or related to the oil and gas industry.

- 4.4. Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, points will be allocated in Section 6.2 below at the time the RFP is issued, or via addendum prior to technical bid opening.

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During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

- 4.4.1. Description of the supplemental quality assurance plans to be employed to meet the objectives of this RFP.
- 4.4.2. Description of the qualifications of staff to be employed to meet the objectives of this RFP.
- 4.4.3. The Agency will ask clarifying questions regarding the vendor's submitted technical response.
- 4.4.4. Oral presentations will be conducted at the Agency facility provided by the Agency. Vendors should plan to provide their own media and demonstration hardware and, if preparing handouts, should prepare a number equal to the number of convenience copies of their Proposals supplied on the Bid Opening Date, unless specifically advised by the Agency otherwise.

SECTION 5: VENDOR PROPOSAL

- 5.1. **Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
- 5.2. **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. **Proposal Format:** Vendors should provide responses in the format listed below:
 - 5.3.1. **Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
 - 5.3.2. **Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
 - 5.3.3. **Table of Contents:** Clearly identify the material by section and page number.

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- 5.3.4. **Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

Proposal Submission: All proposals (both technical and cost) must be submitted to the Purchasing Division **prior** to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

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SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

Evaluation Point Allocation:

Project Goals and Mandatory Requirements (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) (35) Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) (5) Points Possible

Qualifications and Experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) (15) Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (5) Points Possible

(Oral interview, if applicable) (§ 4.4)

(10) Points Possible

Total Technical Score:

70 Points Possible

Total Cost Score:

30 Points Possible

Total Proposal Score: 100 Points Possible

- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.

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6.4. Technical Evaluation: The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

6.5. Proposal Disqualification:

6.5.1. Minimum Acceptable Score (“MAS”): Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

6.5.2. Failure to Meet Mandatory Requirement: Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

6.6. Cost Bid Opening: The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

6.7. Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

Step 1: $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

Step 2: $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

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Proposal 1: Step 1 – $\$1,000,000 / \$1,000,000 =$ Cost Score Percentage of 1 (100%)
Step 2 – $1 \times 30 =$ Total Cost Score of 30

Proposal 2: Step 1 – $\$1,000,000 / \$1,100,000 =$ Cost Score Percentage of 0.909091 (90.9091%)
Step 2 – $0.909091 \times 30 =$ Total Cost Score of 27.27273

6.8. Availability of Information: Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Parsons Environment and Infrastructure, Inc.

(Company)

Tom Drachenberg, Program Manager



(Representative Name, Title)

315-552-9688 / 315-552-9780

(Contact Phone/Fax Number)

09/09/2024

(Date)