



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

## Header II

List View

### General information

[Contact](#) [Default Values](#) [Logout](#) [Dequant Information](#) [Clarification Request](#)

ProQuestFullText: 1575000

Procurement Type: Central Purchase Order

Vendor ID: 680000130048

Legal Name: AURORA RESEARCH ASSOCIATES LLC

ARM/DBA: COURTNEY ZIMMERMAN

Total Bid: 212,000.00

Response Date: 02/03/2025 

Response Time: 21.48

Responded By User ID: 1129797979

First Name: Courtney

Last Name: Greenhigh

Email: [courtney@jays-hc.com](mailto:courtney@jays-hc.com)

Phone: 304-525-7410

3D Doc-Coder: CRPO

SD Dept: 03

50 Dec. 4th DEP/56900411

Published Date: 1/3/25

Close Date: 2/13/25

Close Time: 11:30

Station Closed

**Solicitation Description:** Add Phase I Archaeological Survey to Park of Blackwater AMD

Total of Reader Attachments: 4

Total of All Attachments: 4



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 1575860  
**Solicitation Description:** AML-Phase I Archaeological Survey N Fork of Blackwater AMD  
**Proc Type:** Central Purchase Order

| Solicitation Closes | Solicitation Response        | Version |
|---------------------|------------------------------|---------|
| 2025-02-13 13:30    | SR 0313 ESR01242500000004500 | 1       |

VENDOR

000000188640  
AURORA RESEARCH ASSOCIATES LLC

**Solicitation Number:** CRFQ 0313 DEP2500000013

**Total Bid:** 18868      **Response Date:** 2025-02-03      **Response Time:** 21:48:05

**Comments:**

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

Vendor  
Signature X

FEIN#

DATE

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

| Line | Comm Ln Desc            | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------------|-----|------------|------------|-----------------------------|
| 1    | Archaeological services |     |            |            | 18868.00                    |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151705  |              |               |         |

**Commodity Line Comments:**

**Extended Description:**

Phase I Archaeological Survey to be conducted at the proposed North Fork of Blackwater Acid Mine Drainage (AMD) Treatment site. The project, as proposed, will consist of the construction of a lime storage silo, two round clarifiers, collection and conveyance systems to capture and transport AMD to the site, sludge disposal areas and associated conveyance systems. Additionally, existing AMD treatment systems constructed by WVDEP-AML will be decommissioned.



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

State of West Virginia  
Centralized Request for Quote  
Consulting

|  |                            |                         |                                 |
|--|----------------------------|-------------------------|---------------------------------|
| <b>Proc Folder:</b> 1575860  |                            |                         | <b>Reason for Modification:</b> |
| <b>Doc Description:</b> AML-Phase I Archaeological Survey N Fork of Blackwater AMD |                            |                         |                                 |
| <b>Proc Type:</b> Central Purchase Order   |                            |                         |                                 |
| <b>Date Issued</b>   | <b>Solicitation Closes</b> | <b>Solicitation No</b>  | <b>Version</b>                  |
| 2025-01-16   | 2025-02-04 13:30           | CRFQ 0313 DEP2500000013 | 1                               |

BID RECEIVING LOCATION

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

VENDOR

**Vendor Customer Code:** 188640  
**Vendor Name :** Aurora Research Associates LLC  
**Address :**  
**Street :** 1436 Graham Road  
**City :** Silver Lake  
**State :** OH **Country :** United States **Zip :** 44224  
**Principal Contact :** Courtney Zimmerman  
**Vendor Contact Phone:** 304-685-7410 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor  
Signature X *Courtney J. Zimmerman* FEIN# 45-366-1191

DATE February 2, 2025

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

|   |
|---|
| <b>ADDITIONAL INFORMATION</b>   |
| The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP-AML) to establish a contract for the completion of a Phase I Archaeological Survey to be conducted at the proposed North Fork of Blackwater Acid Mine Drainage (AMD) Treatment site per the attached specifications and terms and conditions. |

|  |  |
|--|--|
| <b>INVOICE TO</b>  | <b>SHIP TO</b>   |
| ENVIRONMENTAL PROTECTION<br>OFFICE OF AML&R<br><br>601 57TH ST SE<br>CHARLESTON WV<br>US | STATE OF WEST VIRGINIA<br><br>JOBSITE - SEE SPECIFICATIONS<br><br>No City WV<br>US |

| Line | Comm Ln Desc            | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------------|-----|------------|------------|-------------|
| 1    | Archaeological services | 1   |            |            | \$18,868.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151705  |              |               |         |

**Extended Description:**  
Phase I Archaeological Survey to be conducted at the proposed North Fork of Blackwater Acid Mine Drainage (AMD) Treatment site.  
The project, as proposed, will consist of the construction of a lime storage silo, two round clarifiers, collection and conveyance systems to capture and transport AMD to the site, sludge disposal areas and associated conveyance systems. Additionally, existing AMD treatment systems constructed by WVDEP-AML will be decommissioned.

|                           |              |                   |
|---------------------------|--------------|-------------------|
| <b>SCHEDULE OF EVENTS</b> |              |                   |
| <u>Line</u>               | <u>Event</u> | <u>Event Date</u> |

## 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. **PRE-BID 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. 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.

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.

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 non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline:

Submit Questions to:

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email:

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

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.



**Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.**

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

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 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 wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time:

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

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

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

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

**15. 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.

**16. 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 § 148-1-4.7.

**17. 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.

**18. 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.”

**19. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **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.

22. **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.

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

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

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

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

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

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

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

☐ the contract will continue for \_\_\_\_\_ years;

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

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

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

☐ **Other:** Contract Term specified in \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

☐

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☐

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



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

Vendor must maintain:

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

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

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

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

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

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

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

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

☐

☐

☐

☐

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

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

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

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Address) \_\_\_\_\_

(Phone Number) / (Fax Number) \_\_\_\_\_

(email address) \_\_\_\_\_

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

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

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

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

\_\_\_\_\_  
(Phone Number) (Fax Number)

\_\_\_\_\_  
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

Addendum Numbers Received:

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

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

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

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Company

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Authorized Signature

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Date

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

REQUEST FOR QUOTATION  
Phase I Archaeological Survey for North Fork of Blackwater AMD Treatment Facility

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP-AML) to establish a contract for the completion of a Phase I Archaeological Survey to be conducted at the proposed North Fork of Blackwater Acid Mine Drainage (AMD) Treatment site.

The project, as proposed, will consist of the construction of a lime storage silo, two round clarifiers, collection and conveyance systems to capture and transport AMD to the site, sludge disposal areas and associated conveyance systems. Additionally, existing AMD treatment systems constructed by WVDEP-AML will be decommissioned.

This request for a Phase I Archaeological Survey shall consider the entire project area, as shown in the attached maps. However, it is anticipated that field work is specifically required for an area identified as the Miner's Rowhouse site, 46Tu300, which is situated on or around parcels 47-06-248A-12, 47-06-248A-11, 47-12-0247-2, and 47-06-0248-18.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

**2.1 "Contract Services"** means the completion of a Phase I Archaeological Survey, for the North Fork of Blackwater AMD Treatment project, as more fully described in these specifications.

**2.2 "Pricing Page"** means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

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

**2.4 "Phase I Archaeological Survey"** means a combination of background research and fieldwork designed to identify resources and define site boundaries within a given project area or Area of Potential Effect (APE). Phase I fieldwork consists of a number of methods including pedestrian survey, excavation of shovel test probes, remote sensing, and deep testing of appropriate landscapes. The use of specific field methods and techniques is dependent upon the type of ground cover present, the topographic setting, and the amount of observed disturbance in a given situation.

REQUEST FOR QUOTATION  
**Phase I Archaeological Survey for North Fork of Blackwater AMD Treatment Facility**

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**3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1.** The Consultant's primary business, or the primary business of a department within the Consultant's firm, shall be archaeological consulting or related professional archaeological services for public and municipal entities.
- 3.2.** The Consultant (as a firm) shall have been in the business of archaeological consulting or related services for at least 5+ years.
- 3.3.** Consultant's licensed archaeologist shall have at least ten (10) years of experience in archaeological consulting, field investigations, cultural resources, or related professional services.
- 3.4.** Consultant's licensed archaeologist shall have an MA/MS in Archaeology or Anthropology.
- 3.5.** Consultant's licensed archaeologist must have at least one (1) year full-time professional experience or equivalent specialized training in archaeological administration or management.
- 3.6.** Consultant's licensed archaeologist must have at least four (4) months of supervised field and analytical experience in general North American archaeology and demonstrated ability to carry research to completion.
- 3.7.** Consultant's licensed archaeologist must have at least one (1) year of full-time experience at a supervisory level in the study of archaeological resources of the prehistoric or historic periods.

**4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1 Phase I Survey Literature Search**

- 4.1.1.1** The Consultant shall provide technical and archaeological oversight during the Literature Search. Work shall include a complete search of records at the West Virginia State Historic Preservation Office

REQUEST FOR QUOTATION  
**Phase I Archaeological Survey for North Fork of Blackwater AMD Treatment Facility**

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(WVSHPO) located in Charleston, West Virginia. This shall include both archaeological site files, and historic property inventory forms.

**4.1.1.2** In carrying out the literature search, sources at the WVSHPO, universities, local libraries, and informants, museums, historical societies, etc., are consulted.

**4.1.2 Phase I Archaeological Survey**

**4.1.2.1** The Consultant shall prepare a Phase I Archaeological Survey fully responsive to the directive noted below:

**4.1.2.2** An initial field inspection of the project area is conducted to assess previous disturbance and the level of existing disturbances, and the level of testing which may be necessary. The resulting documentation shall contain a cultural history of the project area, an evaluation of the project areas known and potential sensitivity for cultural resources which might be affected by possible construction impacts.

**4.1.2.3** Phase I survey report shall contain recommendations for any subsequent archaeological surveys.

**4.1.2.4** The Consultant shall provide WVDEP-AML with at least one (1) week notice of dates of field work to ensure all property owners are notified of their presence on site.

**4.1.2.5 Survey on Private Parcels -** It is expected that the entirety of the Miner's Row site will be contained within the privately owned parcels identified on tax maps as parcels 47-06-248A-12, 47-06-248A-11, and 47-12-0247-2.

**4.1.2.6 Survey on U.S. Forest Service Parcel –** The Consultant shall obtain a permit for the survey on the U.S. Forest Service Parcel (47-12-0248-18) by completing the Application for Permit for Archaeological Investigations (FS-2700-30 (Rev 05/06).

REQUEST FOR QUOTATION  
Phase I Archaeological Survey for North Fork of Blackwater AMD Treatment Facility

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The survey on US Forest Service property shall only be conducted if evidence from the survey on the private parcels shows the Miner's Rowhouse site extends onto the Forest Service property.

**4.1.3 Deliverables**

**4.1.3.1** The Consultant shall provide one (1) electronic copy of the final report, which contains information obtained from the Literature Search and Archaeological Survey. Such report shall contain any required HPI forms for submission to SHPO.

**4.1.3.2** The consultant shall provide the report within 90 days of the issuance of the contract.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by providing a lump-sum, total cost of the Phase I Archaeological Survey. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay the total contract price, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. INVOICING:** Vendor shall submit invoices within 30 days of work completion. Invoices shall be submitted via email to [DEPDLRProcurement@wv.gov](mailto:DEPDLRProcurement@wv.gov).
- 9. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be

REQUEST FOR QUOTATION  
**Phase I Archaeological Survey for North Fork of Blackwater AMD Treatment Facility**

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included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

**10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 10.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**11. VENDOR DEFAULT:**

**11.1.** The following shall be considered a vendor default under this Contract.

- 11.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
- 11.1.2.** Failure to comply with other specifications and requirements contained herein.
- 11.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.



REQUEST FOR QUOTATION  
Phase I Archaeological Survey for North Fork of Blackwater AMD Treatment Facility

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**11.1.4.** Failure to remedy deficient performance upon request.

**11.2.** The following remedies shall be available to Agency upon default.

**11.2.1.** Immediate cancellation of the Contract.

**11.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

**11.2.3.** Any other remedies available in law or equity.

**12. MISCELLANEOUS:**

**12.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

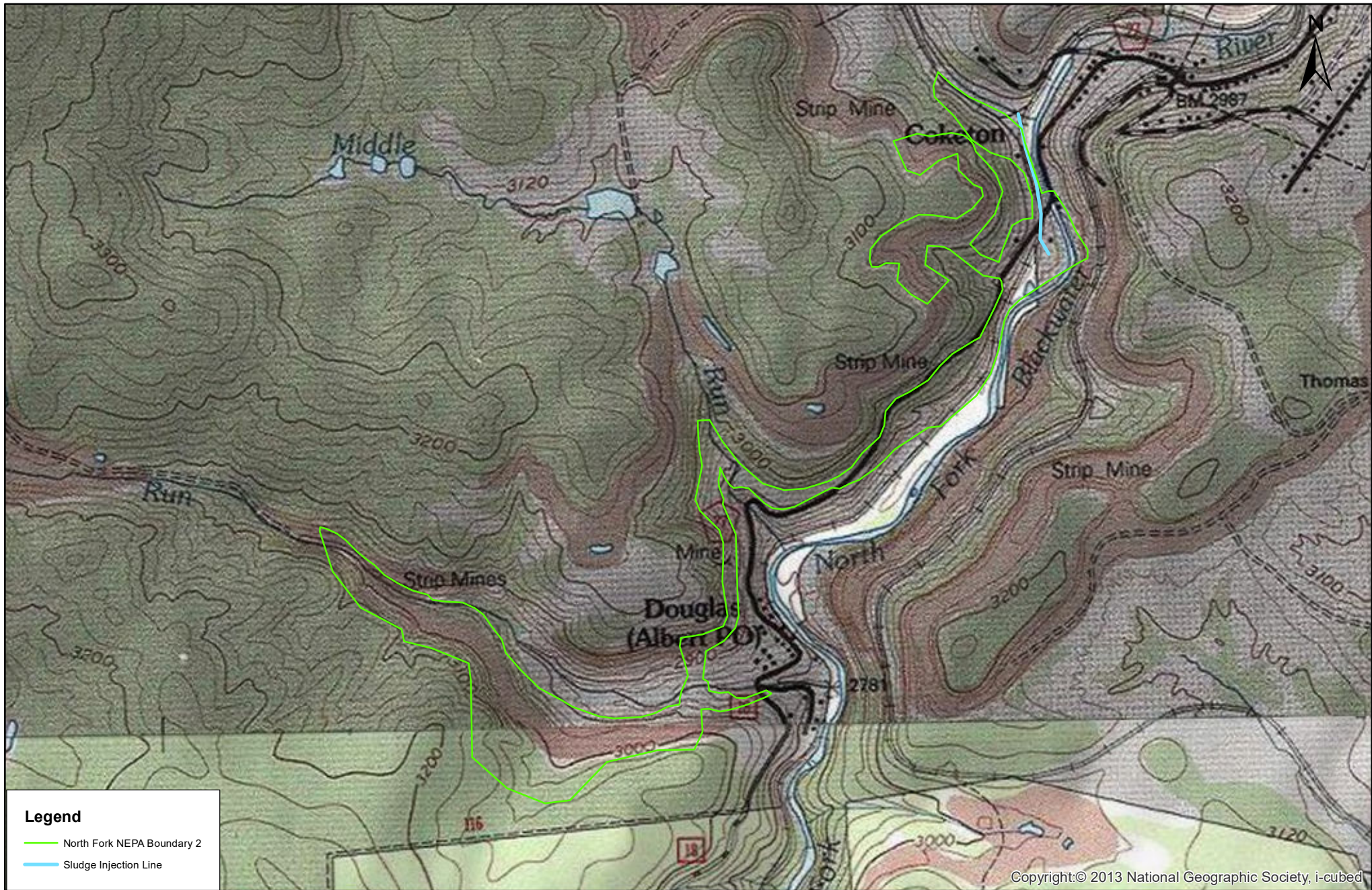
**Contract Manager:** Courtney Zimmerman, Owner

**Telephone Number:** 304-685-7420

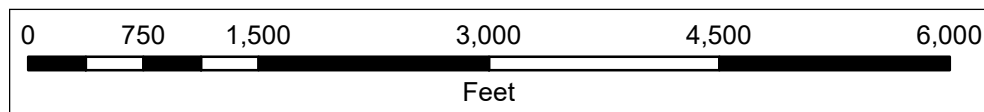
**Fax Number:** \_\_\_\_\_

**Email Address:** courtney@aurora-llc.com

# Project Location Map - Mining Map, Bakerstown coal seam North Fork of Blackwater AMD Treatment, WV-7113



Lead Mine Quadrangle  
Latitude: 39° 8' 14"



TuckerCounty  
Longitude: 79° 30' 39"










Untitled Map

Write a description for your map.

**Legend**

-  46Tu300 (Appx. Location)
-  Coketon, West Virginia
-  Project Limits





# Project Location Map - Mining Map, Bakerstown coal seam North Fork of Blackwater AMD Treatment, WV-7113



Lead Mine Quadrangle  
Latitude: 39° 8' 14"

TuckerCounty  
Longitude: 79° 30' 39"



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

State of West Virginia  
Centralized Request for Quote  
Consulting

**Proc Folder:** 1575860

**Doc Description:** AML-Phase I Archaeological Survey N Fork of Blackwater AMD

**Reason for Modification:**

Addendum #1 issued to publish agency responses to all vendor submitted questions.

**Proc Type:** Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No         | Version |
|-------------|---------------------|-------------------------|---------|
| 2025-01-24  | 2025-02-04 13:30    | CRFQ 0313 DEP2500000013 | 2       |

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 188640  
**Vendor Name :** Aurora Research Associates LLC  
**Address :**  
**Street :** 1436 Graham Road  
**City :** Silver Lake  
**State :** Ohio **Country :** United States **Zip :** 44224  
**Principal Contact :** Courtney Zimmerman  
**Vendor Contact Phone:** 304-685-7410 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor Signature X**  **FEIN#** 45-366-1191

**DATE** February 3, 2025

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

|   |
|---|
| <b>ADDITIONAL INFORMATION</b>   |
| The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP-AML) to establish a contract for the completion of a Phase I Archaeological Survey to be conducted at the proposed North Fork of Blackwater Acid Mine Drainage (AMD) Treatment site per the attached specifications and terms and conditions. |

| INVOICE TO   |  |  |  | SHIP TO  |  |  |  |
|--|--|--|--|--|--|--|--|
| ENVIRONMENTAL PROTECTION<br>OFFICE OF AML&R<br><br>601 57TH ST SE<br>CHARLESTON WV<br>US |  |  |  | STATE OF WEST VIRGINIA<br><br>JOBSITE - SEE SPECIFICATIONS<br><br>No City WV<br>US |  |  |  |

| Line | Comm Ln Desc            | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------------|-----|------------|------------|-------------|
| 1    | Archaeological services | 1   |            |            | \$18,868.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151705  |              |               |         |

**Extended Description:**  
Phase I Archaeological Survey to be conducted at the proposed North Fork of Blackwater Acid Mine Drainage (AMD) Treatment site.  
The project, as proposed, will consist of the construction of a lime storage silo, two round clarifiers, collection and conveyance systems to capture and transport AMD to the site, sludge disposal areas and associated conveyance systems. Additionally, existing AMD treatment systems constructed by WVDEP-AML will be decommissioned.

| SCHEDULE OF EVENTS |       |            |
|--------------------|-------|------------|
| Line               | Event | Event Date |



## SOLICITATION NUMBER: Addendum Number:

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

### **Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

### **Description of Modification to Solicitation:**

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### **Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.



# ATTACHMENT A

**RFI: Questions from vendors for CRFQ DEP25\*13 AML Phase I Archeological Survey N Fork Blackwater**

**Q.1.** We would like to ask if there are GIS shapefiles available for the North Fork NEPA Boundary 2 depicted on Pages 32 and 33 of the Solicitation Document?

**A.** GIS Shapefiles and/or kmz files for the entire project area are available and will be provided. A map generated by WV Department of Transportation, Division of Highways showing the general location of the Miner's Rowhouse site can be provided upon request.

**Q.2.** Could you please provide a KML or shapefile of the Project? Based on our estimates, the Project area is approximately 132.06 acres – could you confirm that is correct?

**A.** GIS Shapefiles for the entire project area are available and will be provided. As for the project area, this Phase I survey is intended to investigate the area referred to as the Miner's Rowhouse Site (46Tu300). The Miner Rowhouse site was identified in the December 2023 report by the WV Department of Transportation, Division of Highways entitled Updated Criteria of Effects Report, Appalachian Highway Corridor H (Parsons to Davis) Project. While this report does not indicate the size of the site, maps included in the report indicate the site is approximately 0.5 acres. While this survey is not limited to 0.5 acres, it should encompass the entire Miner's Rowhouse site, as determined during field investigations. A map generated by WV Department of Transportation, Division of Highways showing the general location of the Miner's Rowhouse site can be provided upon request.

**Q.3.** Will there be any federal permitting or funding involved in the Project?

**A.** Yes, Federal funding is being utilized for this project, thus WVDEP AML is required to consult with various federal and state agencies, including SHPO. WVDEP AML will secure all appropriate permits, including permits through the US Army Corps of Engineers and US Forest Service.

**Q.4.** Are GIS shapefiles available for the North Fork NEPA Boundary 2 depicted on Pages 32 and 33 of the Solicitation Document?

**A.** GIS Shapefiles and/or kmz files for the entire project area are available and will be provided. A map generated by WV Department of Transportation, Division of Highways showing the general location of the Miner's Rowhouse site can be provided upon request.

**Q.5.** Do you know if there are any hazardous materials in the survey in the area that we should be aware of?

**A.** No known hazardous materials have been identified on the site.

**Q.6.** Are above-ground historic resources included in this survey? If yes, would we be documenting them only in the boundaries of the project area or would our survey include a buffer around the project area?

**A.** Should any exist, above-ground resources within the Miner's Rowhouse site should be documented. Other above-ground resources within the entire project area should not be included as part of this project.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

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

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

**Addendum Numbers Received:**

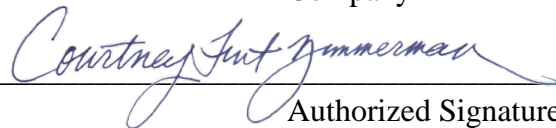
(Check the box next to each addendum received)

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

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

Aurora Research Associates LLC

Company



Authorized Signature

February 3, 2025

Date

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

Revised 6/8/2012



Silver Lake, OH

1436 Graham Rd  
Silver Lake, OH 44224  
304-685-7410  
courtney@aurora-llc.com

Pittsburgh, PA

108 Primrose Circle  
Butler, PA 16002  
814-657-2006  
jacobcspuck@gmail.com

## **North Fork of Blackwater AMD Treatment Facility Phase I Archaeological Survey Qualifications and Technical Proposal**

**Solicitation No. CRFQ 0313 DEP2500000013**

**Submitted to: West Virginia Department of Administration Purchasing Division**

**Submitted by: Aurora Research Associates**

### **Firm Qualifications and Key Personnel**

Aurora Research Associates, LLC (ARA) is a certified woman-owned cultural resources consulting firm with a wealth of experience in architectural surveys, the National Register of Historic Places, and environmental consulting. We specialize in guiding clients through the state and federal environmental review processes, ensuring projects progress on schedule while meeting all regulatory requirements.

ARA's services encompass architectural surveys, archaeological investigations, and environmental reviews, supporting a range of clients including the Ohio Department of Transportation, West Virginia Division of Highways, West Virginia State Historic Preservation Office, and various local agencies, organizations, and environmental firms. Our team possesses specialized expertise in Section 106 reviews, Section 4(f) evaluations, eligibility assessments for the National Register of Historic Places, historic research, context statements, narrative architectural descriptions, archaeological investigations, public involvement, mitigation, and GIS applications.

ARA has extensive experience in the State of West Virginia and has a longstanding working relationship with the West Virginia State Historic Preservation Office. Our staff has conducted architectural and archaeological surveys in Tucker County, including the National Register nomination for the Buxton and Landstreet Company Store in Coketon and a historic resource study of the WVC&P/Western Maryland Railroad for Friends of Blackwater. Our prior knowledge of the local history of the area and relationship with the surrounding community are an asset for this project. Our goal for the North Fork of Blackwater AMD Treatment Facility is to complete the required archaeological testing to the appropriate standard so that this important project can move forward.

**Courtney Fint Zimmerman, P.E.**, founder and owner of ARA, is a Secretary of the Interior qualified architectural historian with 20 years of experience in the historic preservation and environmental field. Ms. Zimmerman holds a B.S. in Civil Engineering from West Virginia University and an M.S. in Historic Preservation from Columbia University and is a registered P.E. in West Virginia and Ohio. Prior to founding ARA, she was employed as an architectural historian with the West Virginia Division of Highways Environmental Section. She has considerable experience in managing Section 106 reviews for infrastructure projects, including architectural field survey, historic research, National Register of Historic Places eligibility determinations, NEPA coordination, public involvement, agency coordination and mitigation. Ms. Zimmerman has planned, managed and participated in Historic Resource Surveys documenting thousands of properties throughout the Mid-Atlantic region and has established working relationships with the West Virginia, Maryland, Ohio and Pennsylvania SHPOs. She is an expert in Appalachian history, particularly transportation and the coal industry.

**Jacob Spuck**, ARA's Principal Investigator, is a Secretary of the Interior qualified archaeologist with over 15 years of diverse professional experience in the Environmental and Cultural Resources Management field in 29 states and four countries, with specialized skills in Geophysics, Fluvial/Coastal-Marine/Lacustrine Geomorphology, Maritime and Terrestrial Archaeology, Remote Sensing, Geographic Information Systems, Environmental Planning, and NEPA project management. His primary archaeological research focuses on geoarchaeological studies in complex areas, such as fluvial, lacustrine and tidal/coastal areas. Mr. Spuck's research in geoarchaeology within the transportation and energy sectors has been published and presented at several national and international venues. In addition to leading archaeological surveys for a variety of agencies and clients, Mr. Spuck has multidisciplinary experience in wetland delineation, commercial drone operation/LiDAR and underwater archaeology as a member of the Pennsylvania Shipwreck Survey Team and New Jersey Historical Divers.

Resumes of key personnel are attached.

### **Scope and Technical Approach**

This proposal outlines the plan to conduct a Phase I Archaeological Survey focused on Site 46TU300 at the North Fork of Blackwater AMD Treatment Facility. Site 46TU300, mapped on the West Virginia SHPO Mapper, represents a late 19th-century industrial site located on a low terrace and associated with coke ovens. Originally documented in 1999 by Michael Baker International, the site measures approximately 105 ft x 115 ft and includes domestic and architectural debris indicative of its historical use. The survey will assess the site's archaeological potential through gridded and radial shovel testing at 5- to 15-meter intervals over a one-acre area surrounding 46TU300. Archaeological monitoring can be provided as an optional task, with a separate scope and cost available upon request.

The deliverables for this project are designed to meet the requirements outlined by WVDEP-AML and WV SHPO, ensuring a thorough and compliant assessment of Site 46TU300. These include:

#### **1. Literature Search Report:**

- A comprehensive review of archaeological site files and historic property inventory forms at the West Virginia SHPO.
- Research into additional sources, including universities, libraries, museums, historical societies, and informants, to build a detailed cultural and historical context for the project area.
- Identification of previous archaeological investigations, previously recorded sites, and any historic structures in proximity to the project area.

#### **2. Phase I Archaeological Survey and Geomorphological Testing Report:**

- Results of field investigations, including up to 60 shovel tests spaced at 5- to 15-meter intervals and any radial testing needed to delineate artifact distributions.
- Analysis of the site's archaeological sensitivity and assessment of previous disturbances.
- Augering and geomorphological testing to identify deeply buried deposits, conducted by a qualified geomorphologist in compliance with WV SHPO guidelines.
- Recommendations for any subsequent surveys or additional cultural resource investigations based on findings.

### 3. Data Analysis:

- Artifact analysis and curaton

### 4. Notifications and Coordination

- WVDEP-AML will be provided at least one week's notice before fieldwork begins to ensure property owner notifications are completed.
- Coordination with WV SHPO and WVDEP-AML to obtain any necessary permits (e.g., US Forest Service parcel permits if applicable).

### 5. Draft Report and Final Report

- Submission of one electronic copy of the draft report for review
- Submission of the final report, which will include: Findings from the literature search, Results of the Phase I survey and geomorphological testing, completed Historic Property Inventory (HPI) forms for submission to SHPO, if applicable, detailed recommendations for construction impact mitigation or further archaeological investigation.

### 6. SHPO Review and Final Report Submission

- Submission of final report to WV SHPO and coordination

All deliverables will be completed within **90 days** of the contract's issuance, ensuring timely compliance with project requirements.

The qualifications for this project are tailored to Phase I archaeological surveys on the East Coast, particularly in West Virginia. Jacob Spuck, Ph.D. Candidate in Physical Geography, will serve as the Senior Principal Investigator. Jacob's Ph.D. work has focused on archaeological modeling throughout the country, providing advanced insights into site potential, landform stability, and artifact distribution. He also holds a Bachelor's degree in Anthropology and a Masters of Science degree in Environmental Planning. With over 18 years of experience, Jacob has led numerous Phase I surveys in West Virginia and across the East Coast, including late 19th-century industrial sites. His background in geomorphology, geoarchaeology, and compliance-driven projects ensures the highest standards in survey methodology and reporting. Jacob's ability to deliver high-quality results is underscored by his experience managing projects ranging from small parcels to expansive areas exceeding 4,600 acres, always meeting strict timelines and regulatory requirements.

**If determined to be necessary, a separate scope and cost for archaeological monitoring as an optional task can be provided upon request.** We are committed to supporting the preservation of cultural heritage at the North Fork of Blackwater AMD Treatment Facility and look forward to contributing to this important project. Please do not hesitate to reach out for additional information or clarifications.

### Assumptions

- Archaeological testing will be limited to the one-acre area surrounding Site 46TU300.
- No more than 60 shovel tests will be excavated, including gridded and radial shovel tests spaced at 5- to 15-meter intervals.

- WVDEP-AML will provide access to the project area and ensure timely property owner notifications.
- Permits required for US Forest Service parcels, if applicable, will be obtained with WV SHPO support.
- Fieldwork will not encounter any significant safety hazards or site access restrictions.
- Project timelines and reporting deadlines are based on standard conditions without delays due to weather or unforeseen events.
- Archaeological monitoring, if requested, will be billed under a separate scope and cost.
- Any additional testing or investigations beyond the stated assumptions will require approval and may incur additional costs.

**Prepared by:**



Jacob Spuck, Sr. Principal Investigator

ARA

Attachments:

Resume, Courtney Zimmerman

Resume, Jacob Spuck





## BIOGRAPHY



Ms. Zimmerman is an architectural historian and licensed professional engineer with over 20 years of experience in historic preservation and environmental review. Since founding Aurora Research Associates, LLC in 2011, Ms. Zimmerman has provided Section 106/4(f) review, cultural and natural resource field survey, public involvement, report preparation, and mitigation services for clients including DOTs, state and local governments, A/E firms and environmental consultants. Ms. Zimmerman has multidisciplinary experience in cultural and natural resources, technical writing, and structural/civil engineering and has a comprehensive understanding of highway projects from design through construction. She has overseen the survey and National Register evaluation of thousands of historic resources and is skilled at working with a diverse array of stakeholders.

## EDUCATION

- M.S. Historic Preservation, Columbia University, New York, NY, 2003. Thesis: *Jackson's Mill State 4-H Camp: The Summer Camp as a Cultural Heritage Site*. Recipient of the Voorsanger Writing Prize, 2003.
- B.S. Civil Engineering, *Magna Cum Laude*, Honors Scholar, West Virginia University, Morgantown, WV, 2001. Tau Beta Pi Engineering Honorary, Chi Epsilon Civil Engineering Honorary.

## PROFESSIONAL QUALIFICATIONS

- Licensed Professional Engineer in Ohio (No. 75861) and West Virginia (No. 17954)
- Secretary of the Interior Qualified Architectural Historian
- ODOT Prequalification: Historic/Architectural Surveys, Section 4(f)/6(f), Categorical Exclusions
- Certified woman-owned small business (Ohio EDGE, DBE, SBA EDWOSB, Cuyahoga Co., NEORSD, et al.)

## EXPERIENCE AND SKILLS

- Section 106 Review /Section 4(f) Analysis
- Architectural Resource Surveys
- Public Involvement
- 12 years as a self-employed consultant
- SHPO Coordination
- NEPA CE and EA documents
- Geographic Information Systems
- 6 years as WV Division of Highways Environmental Staff

## PROJECT HIGHLIGHTS

### Owner/Architectural Historian, Aurora Research Associates, LLC

- **West Virginia Division of Highways Cultural Resources Consultant.** Client: West Virginia Division of Highways. One of the multiple firms selected to provide cultural resource environmental services as needed, including Section 106 and 4-f review, memoranda of agreement, public involvement, mitigation, and NEPA clearance for highway and bridge projects throughout WV.
- **City of Cleveland Storefront Renovation Program, Cleveland, OH, 2020-21.** Client: City of Cleveland. Assisted CDBG-funded storefront renovation program, including seeking out potential building owner applicants, assisting with applications, drafting agreements, providing renovation project resources, and preparing grant rebate documentation.
- **Bellflower Solar Project, Brunswick County, VA, 2023-24.** Client: Apogee Environmental/Timmons Ground/Dominion Solar. Prepared intensive-level documentation of historic farmhouse as mitigation for its removal. Prepared viewshed analysis for separate property using photographs and GIS analysis.
- **Akron Lowhead Dam Project, Akron, OH 2023-24.** Client: City of Akron/EnviroScience, Inc. Managed cultural resources review of stream restoration project for Little Cuyahoga River. Oversaw and reviewed archaeological investigations, conducted history/architecture survey of 3 dam structures and prepared OHPO Project Summary Form.



- **Cocke County Veterans' Memorial Building, Newport, TN, 2023-24.** Client: BBJ Group/Westcare Inc. Managed archaeological investigations and prepared Determination of Effect for conversion of National-Register listed property to recovery housing. Prepared and negotiated Memorandum of Agreement for adverse effect to historic structure. Coordinated with the Tennessee SHPO and other local and state agencies.
- **US Route 1 Maryland Historic Resource Survey, Baltimore, Prince Georges, and Howard Counties, Maryland, 2022-23.** Client: Anacostia Trails Heritage Area. Prepared research report for US Route 1 corridor between Baltimore and Washington DC, covering colonial through 20<sup>th</sup>-century interstate contexts. Conducted reconnaissance-level historic resource survey of over 500 road-related resources along the 30-mile corridor.
- **Gorge Dam Removal Section 106 Review, Akron, OH, 2018-19.** Client: Summit Metroparks. Surveyed Gorge Metro Park for historic resources and authored a Determination of Effects report for removing a 100-year-old dam, the last to be removed from the Cuyahoga River.
- **Charleston East End Historic District Survey Update, Charleston, WV, 2018-2019.** Client: Charleston Historic Landmarks Commission. Surveyed approximately 400 resources within the existing National Register Historic District, including detailed narrative descriptions and evaluation of NRHP status.
- **Reconnaissance Historic Resource Survey, Pleasants, Mason, Jackson, Lincoln and Wayne Counties, WV, 2016-2017.** Client: West Virginia State Historic Preservation Office. Led a 3-person team in a survey of 750 resources across five counties. Managed all aspects of the project, including scope, field survey methodology, schedule, and survey report. Developed iPad app for historic resource surveys.
- **Coal Heritage Survey Update, McDowell County, WV, 2016-2018.** Client: West Virginia Division of Highways (Transportation Enhancement Grant). Planned and managed a survey of over 2,000 historic coal-related resources previously surveyed in 1991. Hired and led a team of 7 in the field. Coordinated completion and review of Historic Property Inventory (HPI) forms and survey report.
- **Robinson Grand Theater Renovation Section 106 Review, Clarksburg, WV, 2014-16.** Client: WYK Associates. Coordinator of Section 106 review for historic theater restoration receiving USDA Rural Development funding, including historical research, report preparation, agency coordination, and public involvement.
- **National Register of Historic Places Nominations.** Prepared National Register nominations for 17 individual properties and historic districts, covering hundreds of resources, including 18<sup>th</sup>-20<sup>th</sup> century residences, summer camps, historic bridges, and industrial and educational facilities.

#### **Architectural Historian, West Virginia Division of Highways Environmental Section**

- **West Virginia Statewide Historic Bridge Survey, 2008-2011.** Partners: KCI Technologies, Mead and Hunt, RPM Engineering. Served as project manager for a statewide effort to survey 3000+ historic bridges.
- **U.S. Route 35 Upgrade, Mason County, WV, 2005-2011.** Prepared re-evaluation of the Final Environmental Impact Statement and Late-Find 4(f) for the multi-million-dollar upgrade of the regional highway. Coauthored mitigation plan to address adverse effects and oversaw its execution.
- **Small Bridge Replacement Projects, West Virginia (statewide), 2005-2011.** Managed Section 106 Review, Section 4(f) Analysis, and NEPA coordination for over 40 small bridge replacement projects. Reviewed all WV HPI forms and reports produced by the Environmental Section. Performed field surveys of bridges and surrounding structures. Coordinated with the WVSHPO, public, local governments, and historic groups on research, eligibility determinations, and mitigation. Crafted Memoranda of Agreement and archival documentation for historic structures.
- **Mussel Survey Dive Team, 2009-2011.** Obtained open-water SCUBA certification and trained in freshwater mussel survey techniques to assist WVDOH biologists with environmental studies.



## BIOGRAPHY

Jacob Spuck has over 16 years of diverse professional experience in the Environmental and Cultural Resources Management field in 29 states and four countries, with specialized skills in Geophysics, Fluvial/Coastal-Marine/Lacustrine Geomorphology, Maritime and Terrestrial Archaeology, Remote Sensing, Geographic Information Systems, Environmental Planning, and NEPA project management.

## EDUCATION

- Ph.D., Physical Geography, Florida State University, Tallahassee, FL. Coursework completed, Ph.D. Candidate Status
- M.S. Environmental Planning (Archaeology Focus), Indiana University of PA, Indiana, PA, 2009.
- B.S. Physical Geography/Geomorphology, Anthropology, Clarion University of PA, Clarion, PA, 2008.

## PROFESSIONAL QUALIFICATIONS

- Meets Secretary of the Interior's Standards for Professional Qualification as an Archaeologist
- Professional Geomorphologist and Prehistoric Archaeology/Historic consultant in 9 states
- Registered Professional Archaeologist and Professional Wetland Scientist (applications pending)
- GISCI licensed GIS Professional (#52110)
- Remote Airman (UAV) Certificate, part 107 FAA
- Certified NAUI Open Water Diver/Specialty/Enriched Air Diver

## EXPERIENCE

### **Principal Investigator, Aurora Research Associates, LLC, 2020 to present**

Lead for archaeological services, including scope/fee proposals, fieldwork, report preparation, and project team/client coordination. Assists with marketing and business development efforts.

### Project Highlights

"Phase I Cultural Resources Survey of the Cuyahoga River Riparian Forest and Wetland Restoration Project Located Within the Cuyahoga Valley National Park". Summit County, OH. Client: Nature Conservancy and National Park Service. 2023.

"Phase 1 Cultural Resources Survey of the Hank Solar Development Site." Fulton County, Pennsylvania. Client: Pine Gate Renewables. 2023.

"Phase 1 Cultural Resources Survey of the Cuyahoga Valley National Park and Sagamore Hills Restoration Project." Summit County, OH. Client: Nature Conservancy and National Park Service. 2022.

"Phase I Archaeology Report -Sunset Beach Roadway Development Project": Monongalia County, WV. Client: WVDOH (with ARA and Mott MacDonald.) 2021.

### **Geoarchaeologist/Geoscientist II, AECOM, 2015 – 2017**

**Principal Investigator, Cultural Resources and Environmental Lead, Lennon Smith Souleret, 2011 -- 2015**

**Principal Investigator/ GIS Analyst, Bowman Consulting, 2010 -- 2012**

**Instructor of Geography and Geology, Pennsylvania State U./Clarion University of PA, 2011 -- 2018**

**Principal Investigator, Paciulli, Simmons and Associates, LTD, 2010 -- 2012**

**Geology Technician, Quaternary Geological and Environmental Consultants, LLC, 2007 -- 2011**

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

**1. Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,
- ☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
- ☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

**4. Application is made for 5% vendor preference for the reason checked:**

- ☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- ☒ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

**8. Application is made for reciprocal preference.**

- ☐ Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

**Bidder:** Aurora Research Associates LLC

**Signed:** Courtney Int Zimmerman

**Date:** February 3, 2025

**Title:** Owner