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Header # 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

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Vendor ID: 000000109612

Legal Name: DECOTA CONSULTING COMPANY INC

Alias/DBA:

Total Bid: \$1.00

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EOI Engineering Design Services				1.00

Comm Code	Manufacturer	Specification	Model #
81100000			

**Commodity Line Comments:**

**Extended Description:**

EOI Engineering Design Services

# WVDEP/AML PROGRAM PRE-QUALIFICATION FOR DESIGN FIRMS

## EXPRESSION OF INTEREST

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AUGUST 20, 2025

**DECOTA**  
CONSULTING COMPANY, INC.

# **LETTER OF INTEREST**

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August 20, 2025

Mr. Joseph E. Hager III  
WV Purchasing Division  
2019 Washington St. E.  
Charleston, WV 25305

Re: AML - Expression of Interest - Pre-Qualification for Design Firms

Dear Mr. Hager:

I am pleased to submit this Expression of Interest on behalf of Decota Consulting Company, Inc. (Decota) for the Abandoned Mine Lands (AML) Pre-Qualification opportunity. Decota is a woman-owned small business with nearly three decades of experience in engineering, environmental management, mine reclamation, and stream and wetland restoration. We are confident that our capabilities, expertise, and resources align closely with the tasks outlined in the solicitation.

Our extensive experience, developed through years of collaboration with the West Virginia Department of Environmental Protection, makes Decota uniquely qualified for this opportunity. We have successfully delivered a wide range of projects across the state, giving us a deep understanding of West Virginia's environmental and regulatory challenges as well as the importance of proactive coordination to keep projects on track.

We appreciate the opportunity to continue supporting WVDEP's AML program and are confident our staff, experience, and management approach align with the agency's goals.

Sincerely,

A handwritten signature in blue ink that reads "Brad Cochran".

Brad Cochran  
Decota Consulting Company, Inc.

# **OVERVIEW AND CAPABILITIES**

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## COMPANY OVERVIEW

Decota is a woman-owned small business in West Virginia with a long-standing history of collaboration with the West Virginia Department of Environmental Protection (WVDEP) since 1996. Decota specializes in mining engineering, mine land reclamation, stream restoration, design-build mitigation projects, and environmental monitoring. Decota's team of native West Virginians includes experienced engineers, surveyors, biologists, wetland scientists, geographic information system (GIS) analysts, and Rosgen-trained stream designers. As a leading provider of environmental engineering services in West Virginia, Decota has a proven track record of partnering with state and federal agencies to deliver high-quality, cost-effective solutions for complex environmental challenges. Over the past decade, Decota has successfully represented WVDEP in interactions with engineering firms, environmental consultants, contractors, and various local, state, and federal regulatory agencies. On behalf of WVDEP, Decota has facilitated negotiations for land agreements between state agencies, managed the decommissioning of a historic dam in West Virginia's most visited State Forest, and provided strict oversight of third-party contractors while maintaining professional, respected working relationships. Decota's extensive experience in environmental management, developed through years of working with WVDEP, makes our company uniquely qualified for this opportunity.



## FIRM CAPABILITIES

## 29 YEARS

OF SERVICE TO WVDEP

Our firm brings nearly three decades of continuous service to the West Virginia Department of Environmental Protection (WVDEP), with a proven track record of delivering successful projects for the In Lieu Fee Mitigation Program and the Watershed Improvement Branch. Our team has designed, permitted, and overseen the construction of large-scale stream and wetland restoration projects directly supporting WVDEP's land restoration goals. We have also provided environmental compliance and construction oversight services for AML reclamation under active contracts, addressing acid mine drainage, mine seals, landslides, and highwall stabilization. In addition, Decota has been trusted by WVDEP to develop design plans, complete NEPA coordination, secure critical permits, and provide expert testimony supporting agency decisions. This history reflects not only our technical expertise in engineering and environmental design, but also our deep familiarity with WVDEP procedures, staff, and expectations, which enables us to deliver projects on schedule, in compliance, and with minimal agency oversight.

## PLANNING WORK

Decota has extensive experience managing environmental and reclamation projects from concept through completion, with particular strength in early-phase planning and regulatory coordination. For the WVDEP In Lieu Fee (ILF) Mitigation Program, our staff guided projects from conceptual proposal through permitting, NEPA compliance, and design development. This included preparing environmental assessments, 401/404 permit applications, NPDES stormwater permits, coordinating threatened and endangered species surveys, cultural resource coordination with SHPO, and direct consultation with WVDNR, USFWS, and the U.S. Forest Service. At the Mill Creek Wildlife Management Area (WMA), we advanced a concept plan into a fully permitted restoration project that reshaped the valley floor and restored 16,983 feet of stream. At Kanawha State Forest, we developed the planning, permitting, and NEPA documentation that allowed

WVDEP to remove a historic CCC-constructed dam and restore Davis Creek. These projects demonstrate our ability to package environmental studies, permitting, and stakeholder input into a clear, efficient process that secures approvals and keeps projects on track. Decota's familiarity with WVDEP's expectations and preferred templates enables us to deliver planning documents that are both technically sound and immediately usable by agency staff, minimizing review time and ensuring compliance and all state and federal laws. In addition to ILF work, Decota is also providing NEPA compliance documentation for all projects under AML North Contract 6.

### REALTY WORK

Decota has successfully navigated the landowner negotiations and access requirements that are often the most challenging component of AML. Through the WVDEP ILF program and in private-sector mitigation banks, our team has secured Exploratory Rights of Entry and Construction Rights of Entry across numerous properties, carefully documenting each step and maintaining open communication with landowners. A key example is our work on the Glade Farms Mitigation Bank and the Howdershelt Run Mitigation Bank, where we negotiated complex agreements with multiple private landowners to assemble large restoration tracts under regulatory oversight. At McClintic WMA, Green Bottom WMA, and Mill Creek WMA, we coordinated with WVDEP, WVDNR, and private parties to ensure timely access for design, survey, and construction activities, while resolving concerns over property boundaries and land use. Our proven approach relies on clear communication, thorough documentation, and a strong working knowledge of the legal process, ensuring that property access is secured efficiently and legally so projects can proceed without delay.

### DESIGN WORK

Decota's design expertise spans civil, hydrologic, geotechnical, and ecological engineering, with every deliverable stamped by a WV-licensed Professional Engineer or WV-licensed Professional Surveyor. Our staff includes three Rosgen Level IV trained stream designers, providing WVDEP with nationally recognized expertise in natural channel design. To date, Decota has designed and permitted more than 89,000 linear feet of streams and 166 acres of wetlands, much of it completed directly for WVDEP's ILF program and Watershed Improvement Branch. These projects required integrated design of stream restoration, wetland creation, and habitat enhancement, always balancing ecological performance with practical constructability. Beyond stream restoration, Decota's leadership brings decades of mine design and reclamation experience that directly supports AML program needs. Linda Raines, P.E. has over 30 years of mine planning and reclamation design experience, including development analysis and environmental engineering for surface and underground mines, while Anthony Gatens, P.E. has more than 25 years of experience designing mine drainage systems, reclamation plans, and engineering solutions for AML-related hazards. Together, this expertise allows Decota to deliver designs that meet WVDEP's technical and regulatory standards while ensuring long-term ecological success and compliance.

### CONSTRUCTION OVERSIGHT WORK

Decota currently provides WVDEP with hands-on construction inspection, QA/QC, and long-term monitoring to ensure projects are built as designed and meet regulatory standards. As WVDEP's representative on four ILF projects, we have provided on-site inspection throughout construction, documented contractor compliance, prepared as-builts, and developed monitoring reports to support regulatory approvals. Our role has included oversight of contractor activities, ensuring restoration is

implemented to agency specifications, and continuing with post-construction monitoring, benthic assessments, and ecological surveys to verify long-term performance. In addition to ILF work, Decota is also providing construction management and oversight under AML North Contract 6, which includes stabilization of highwalls, closure of abandoned mine portals, drainage and streambank stabilization, and design of acid mine drainage treatment systems at multiple northern West Virginia sites. These projects will require daily inspection, engineering support, and certification reporting across varied AML hazards. This combination of ILF and AML assignments demonstrates Decota's proven ability to support WVDEP from the field through project closeout, ensuring that reclamation work meets engineering standards as well as ecological and regulatory goals.

# **MANAGEMENT APPROACH**

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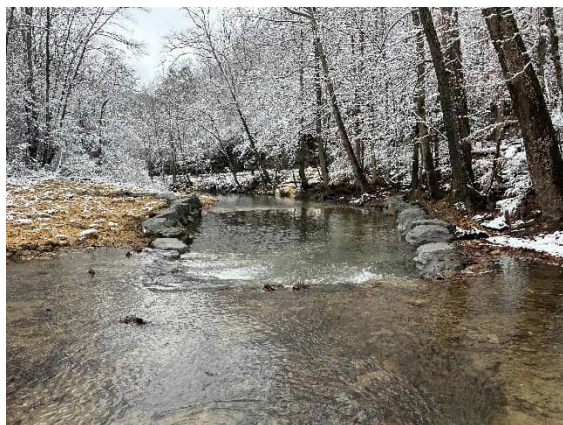
## PROJECT MANAGEMENT APPROACH

Decota assigns a dedicated Project Manager to each project, giving WVDEP a single point of accountability for schedule, communication, quality, and compliance. The Project Manager develops a detailed internal schedule in coordination with Decota's technical staff and any subconsultants, identifying critical path activities such as permitting, rights-of-entry, access coordination, and agency consultations. High-risk items are advanced early to prevent downstream delays, and the schedule is regularly updated to reflect progress, resource adjustments, and anticipated challenges. The Project Manager provides WVDEP with routine progress reports, milestone updates, and coordination meetings, ensuring the agency has full visibility into project status and upcoming activities.

Quality and compliance are embedded into this process through a multi-tiered QA/QC review system. The Project Manager provides oversight to confirm accuracy and regulatory consistency. Linda Raines, P.E., as Principal in Charge, reviews and approves all final deliverables before submission. This system ensures that all products are technically defensible, internally consistent, and aligned with WVDEP standards. All work is delivered in compliance with the Surface Mining Control and Reclamation Act (SMCRA), the Infrastructure Investment and Jobs Act (IIJA), Davis-Bacon, Build America, Buy America (BABA), and applicable permitting requirements.

Decota's organizational size and structure also ensure that senior staff remain directly engaged in each assignment. Our team includes three WV-licensed Professional Engineers, one WV-licensed Professional Surveyor, and three Rosgen Level IV trained stream designers, who actively participate in project execution. This depth of expertise allows Decota to staff and deliver multiple concurrent projects while maintaining quality and meeting accelerated timelines. The result is a management approach that provides WVDEP with transparency, efficiency, and confidence that all technical, regulatory, and schedule commitments will be met.

## DEMONSTRATED EFFECTIVENESS



*Buffalo Creek in Clay County West Virginia*

Decota's project management approach has been tested and proven on multiple WVDEP initiatives, including work for the Watershed Improvement Branch. A recent example is the Buffalo Creek Restoration Project in Clay County, where Decota successfully developed the design, permitting strategy, and implementation plan under an accelerated schedule. The project required securing approvals through a Section 404 – Nationwide Permit 27 (NWP27), which Decota obtained in just 38 days, demonstrating our ability to navigate the permitting process efficiently and without delays.

This project also illustrates how Decota adapts project delivery to site-specific constraints and permitting realities. By engaging early with WVDEP, USACE, USFWS, SHPO, and other agencies, we identified potential challenges, adjusted design elements, and streamlined documentation to keep the project on track. Our dedicated Project Manager coordinated internal staff and subconsultants, ensuring WVDEP received regular updates and clear communication throughout the process. Ultimately, Buffalo Creek was

advanced from concept through approvals and into implementation within the required timeline, meeting regulatory standards while delivering the restoration outcomes WVDEP expected. This example demonstrates Decota's ability to understand critical deadlines, adapt to permitting realities, and successfully deliver projects under time-sensitive conditions.

#### ANTICIPATING CHALLENGES, ADAPTING DESIGNS, AND ALIGNING WITH AGENCIES TO KEEP ON TRACK

Decota understands that the most critical element of any AML projects is not simply technical design, but the ability to plan, permit, and coordinate effectively so that projects are delivered on time and without costly setbacks. Our management approach begins with early identification of risks such as permitting complexities, land access challenges, or schedule constraints. We build mitigation strategies directly into our work plan. By advancing critical path items such as rights-of-entry and key permits early, we minimize the potential for downstream delays.

We also recognize that no project proceeds exactly as planned. Decota's staff has decades of experience working directly with WVDEP, USACE, USFWS, SHPO, WVDNR, and local permitting authorities, allowing us to adapt designs when site conditions or regulatory realities require a shift in approach. This proactive and flexible mindset enables us to remove roadblocks before they slow progress. Our combination of proactive risk management, permitting expertise, and clear coordination has allowed Decota to successfully deliver multiple WVDEP projects under strict funding deadlines. Our approach ensures that WVDEP's restoration goals are not only designed on paper but fully implemented on the ground.

#### PERSONNEL AVAILABILITY AND RESOURCE PLANNING

- ✓ **WV-licensed Professional Engineers**
- ✓ **WV-licensed Professional Surveyor**
- ✓ **Level IV Rosgen Stream Designers**

Decota maintains a small but highly capable team. Our senior professionals are not only managers but working practitioners: Linda Raines, P.E. provides executive oversight and more than 30 years of mine planning and reclamation design experience; Anthony Gatens, P.E. serves as a Project Manager and Designer of Record with over 25 years in AML and mine design; Erik Baldwin, P.E., P.S. serves as a Project Manager with over 25 years in AML and surveying; Lacey Parsons, CPESC, Rosgen IV serves as a Project Manager and leads stream and wetland QA/QC with more than two decades of restoration experience; Brad Cochran serves as a Project Manager with over 20 years of experience and manages GIS and technical data systems that support permitting and design; and Erin Snyder, PWS serves as a Project Manager and provides wetland science and NEPA expertise with recent, direct AML program experience.

Our project teams are supported by biologists, designers, environmental specialists, and technicians who can be flexibly assigned across overlapping projects. Weekly resource planning meetings allow the Project Manager to track workload, adjust assignments, and reallocate personnel as needed to maintain progress on multiple concurrent deliverables. This system has enabled Decota to manage simultaneous WVDEP projects on compressed schedules, balancing field assessments, permitting, and design work without delay. By keeping senior staff directly engaged and integrating cross-trained technical specialists, Decota ensures WVDEP receives the expertise required to meet overlapping or expedited deadlines while maintaining the quality and compliance expected of state-led reclamation projects.

# **QUALIFICATIONS, EXPERIENCE, AND PAST PERFORMANCE**

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## AML AND ENVIRONMENTAL EXPERIENCE

Our experience spans the full range of services needed by the WVDEP AML Program, including planning, realty, design, permitting, and construction oversight. Our extensive experience gives us a deep understanding of the technical and regulatory challenges unique to AML projects. Decota has delivered multiple large-scale stream and wetland mitigation projects. These projects required integrated planning, permitting, natural channel design, and ecological restoration at a watershed scale. Collectively, Decota has designed more than 89,000 linear feet of streams and 166 acres of wetlands in West Virginia, much of it under direct WVDEP oversight.

Decota also has extensive experience with mine design and mining reclamation, having developed plans and permits for numerous large mine sites. These projects involved designing reclamation strategies, developing mine drainage solutions, and securing approvals through SMCRA and related permitting programs. Additionally, Decota has supported infrastructure-related environmental projects, such as Corridor H and the Jefferson Road Improvements Project, where we provided NEPA documentation, Section 404 permitting, air quality permitting, and construction stormwater NPDES permitting.

These diverse projects demonstrate our ability to integrate environmental compliance with major infrastructure development while meeting strict regulatory deadlines. This broad portfolio highlights Decota's ability to deliver results on both AML reclamation and watershed-scale restoration, with a proven record of performance for WVDEP and other regulatory partners.

## DESIGN, ENGINEERING, AND PERMITTING

Decota brings decades of experience navigating the intersection of design, engineering, and permitting across a wide range of environmental and infrastructure projects. From stream and wetland restoration to mine reclamation and large-scale infrastructure improvements, Decota consistently delivers solutions that balance technical precision, regulatory compliance, and client objectives. Over the years, Decota has successfully completed a wide variety of projects, including:

- **Stream and Wetland Restoration:** Designed and implemented restoration for over 89,000 linear feet of streams and 166 acres of wetlands, enhancing habitats and meeting regulatory mitigation requirements.
- **Mine Reclamation:** Developed mining and reclamation plans for over 100 projects, addressing highwall stabilization, acid mine drainage (AMD) treatment, and post-mining land use.
- **Permitting Expertise:** Secured approvals for more than 100 NEPA-compliant Environmental Assessments and Section 404/401 permits, including complex multi-agency coordination, as well as SMCRA applications with reclamation and remediation designs.
- **In Lieu Fee Program Projects:** Development of five WVDEP ILF projects, combined budgets over \$8 million, involving stream and wetland mitigation, construction oversight, and post-construction monitoring.
- **Infrastructure Support:** Provided permitting and environmental services for over 20 large-scale infrastructure projects, including road improvements, bridge construction, utility corridors, and



airport runway expansions.

- **Monitoring and Compliance:** Conducted biological and water quality assessments to support project monitoring and ensure regulatory compliance for more than 150 projects per year.

The multidisciplinary team at Decota has a demonstrated history of tackling complex permitting and design challenges for WVDEP. Decota has successfully secured approvals within numerous state and federal permitting frameworks, frequently managing critical components such as land use negotiations, detailed environmental assessments, and innovative mitigation strategies that balance ecological restoration with regulatory compliance.

#### PREVIOUS EXPERIENCE WITH WVDEP

Decota's extensive experience working with the WVDEP, developed through a long history of collaborative projects, has fostered a deep understanding of West Virginia's environmental and regulatory landscape. Decota staff maintain strong, established relationships with WVDEP personnel across all divisions, including Mining and Reclamation, and Water and Waste Management. This collaboration is further demonstrated by the career paths of key personnel. Several current Decota staff previously worked for the WVDEP, while former Decota staff are now employed by the agency, highlighting the mutual trust and professional synergy between Decota and WVDEP.

Since our founding in 1996, Decota has built a growing professional rapport with WVDEP. A notable example occurred in 2004 when the WVDEP Office of Mining and Reclamation invited Anthony Gatens and Linda Raines to pioneer the use of its new Electronic Submission System (ESS) by permitting the Campbells Creek No. 7 Deep Mine (U300604) and the North Rum Surface Mine (S500605). These projects served as the foundation for WVDEP's transition to an entirely online permitting process. This example highlights the strong working relationship and reliability that Linda and Anthony have established with WVDEP for over 20 years. In 2013, Lacey Parsons played a pivotal role in the early successes of the WVDEP ILF program, collaborating closely with WVDEP staff to establish the framework for conceptual proposals, budgeting templates, and cost accounting formats. Decota's detailed project tracking logs and invoicing methods were adopted as the standard for all consultants working with WVDEP. At WVDEP's request, Decota also provided NEPA documents, jurisdictional determinations, and mapping examples, which served as baselines for other consultants. Despite multiple transitions in ILF program coordinators, Decota has maintained excellent working relationships, ensuring continuity and efficiency in program execution.



Today, Decota continues to collaborate with nearly all WVDEP offices on a range of initiatives. For example, Anthony Gatens was specifically asked by WVDEP to contribute design templates for sediment and erosion control Best Management Practices (BMPs), which were incorporated into the updated BMP Manual published by the WVDEP Office of Water and Waste. Additionally, Linda Raines and Lacey Parsons have supported the Office of Mining and Reclamation and the Watershed Assessment Branch by providing expert witness testimony before the Environmental Quality Board, affirming the agency's decisions on various permits. Erin Snyder, along with Decota biologists, also worked closely with WVDEP biologists to locate and sample wetlands and wetland habitats during the development and testing of the West Virginia Wetland Rapid Assessment Method (WVWRAM). This tool has since been adopted into the U.S. Army Corps of Engineers' West Virginia Stream and Wetland Valuation Metric (WV SWVM), which is now used to evaluate stream and wetland functions for impact assessments and mitigation planning.

## DEMONSTRATED PAST PERFORMANCE

In 2024, the WVDEP Watershed Improvements Branch specifically sought out Decota to oversee the design, permitting, and implementation of two watershed improvement projects. These projects, funded through a court-ordered settlement associated with a chemical spill, came with strict compliance requirements and rigid timelines outlined in the judge's order. Completion was mandated before the end of the year, with failure to meet the deadlines resulting in forfeiture of the allocated funds. Decota was tasked with managing all aspects of these projects, including design, permitting, cost accounting, and construction.

A key challenge was balancing the aggressive schedule with the need to adhere to regulatory and legal requirements. Decota implemented a collaborative delivery approach, working closely with WVDEP staff, contractors, and regulatory agencies to align project goals, streamline processes, and proactively address challenges. Decota developed phased budgets and carefully tracked expenditures to ensure that every dollar was optimized for maximum impact. Regular updates and transparent communication kept all parties aligned, enabling timely adjustments to address unexpected issues. Decota employed detailed project schedules to identify and



prioritize critical path activities, ensuring that key milestones were met. Our leadership in coordinating design, permitting, and construction activities in parallel allowed the project to stay on track, despite the complexity and time constraints of the projects. Ultimately, Decota's ability to manage budgets, costs, schedules, and collaborative delivery, combined with the initiative to secure additional funding, ensured the successful execution of these watershed improvement projects ahead of schedule.



With decades of experience in mining and reclamation across West Virginia, Decota has built a reputation for delivering innovative, high-quality solutions tailored to the state's unique environmental and regulatory challenges. One recent example is Aracoma Coal Company, Inc.'s Lynn Branch Mine No. 2 Complex, a project spanning more than 15,000 acres of underground mining operations. Within approximately 10 months, Decota completed grading and drainage designs, submitted permit applications, and secured approvals for Article 3 and NPDES mining permits.

This two-tiered project involved road and public utility relocation alongside mine site development, including the design and construction of vertical shafts (intake and return), belt and rail slope tunnels, conveyor systems, surface/subsurface drainage structures, and surface facilities such as bathhouses and offices.

Similar projects include the Pound Mill Branch Surface Mine (2024) and Cedar Grove Mine No. 3 (2020), where Decota provided comprehensive design, permitting, and compliance support. To date, Decota has led or assisted in developing mining and reclamation plans for over 100 projects, addressing critical issues such as highwall stabilization, acid mine drainage, and post-mining land use. These efforts demonstrate Decota's ability to navigate regulatory complexities, deliver innovative designs, and achieve successful outcomes for projects of similar scope and complexity.

**PROJECTS OF SIMILAR SCOPE AND COMPLEXITY**



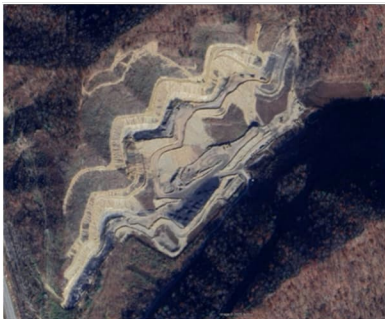
**Dunlap Creek Bank Stabilization** - Bank stabilization and aquatic habitat creation on Dunlap Creek near Hematite, Virginia, as part of a stream restoration project designed by Decota for Columbia Gas. These measures demonstrate the successful integration of engineering techniques with ecological restoration goals, enhancing channel stability, reducing erosion, and improving habitat diversity.



**Mill Creek Wildlife Management Area** - The Mill Creek ILF Mitigation Project in Cabell County, WV was approved in 2019 and constructed in 2022. It is a partnership between WVDEP, Decota, and the WVDNR. Decota proposed, designed, and implemented this large-scale stream restoration project that was designed to enhance habitat in WMA and stabilize the rapidly eroding Left Fork of Mill Creek, while generating needed credits for the WVDEP. The project involves reshaping the valley floor and rebuilding 16,983 feet of stable stream and tributaries.



**McClintic Wildlife Management Area** - The McClintic ILF Mitigation Project in Mason County, WV was approved in 2018 and constructed in 2020. It is a partnership between WVDEP, Decota, and WVDNR. Decota proposed, designed, and implemented this stream restoration and wetland creation project that met the credit needs of the WVDEP, while maximizing habitat for aquatic species and waterfowl.



**Pound Mill Branch Surface Mine** - Decota developed and managed the exploratory drilling program, reserve analysis, mining and reclamation plan, regrade and drainage designs, and all associated permitting for this operation in Logan County, West Virginia. Decota's role also included preparing the Probable Hydrologic Consequences assessment and implementing material handling plans to mitigate potential impacts to groundwater and surface water. Decota continues to provide ongoing engineering support, certifications, reporting, and oversight as needed.



**Cedar Grove No. 3 Mine Complex** - This is an underground mining operation in Logan County, West Virginia, spanning the Guyandotte River and Island Creek watersheds. Decota was contracted to provide comprehensive design, permitting, and certification services, including the development of mining and reclamation plans, reserve analysis, and drainage and sediment control designs. The project incorporates material handling and drainage systems to minimize impacts to the surrounding hydrologic balance and ensure compliance with Clean Water Act standards.

# KEY PERSONNEL

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**LINDA RAINES, P.E. – PRINCIPLE IN CHARGE**

Ms. Raines, President of Decota, brings more than thirty years of professional experience in mine planning, budgeting, environmental engineering, and permitting. Her experience includes conducting mine development and economic analyses on projects exceeding \$30 million in initial capital costs and spanning more than twenty years of operation, giving her a unique perspective on the long-term planning, financial forecasting, and risk management required for large-scale projects. Ms. Raines has also performed numerous environmental liability assessments, providing operators and regulators with defensible evaluations of reclamation obligations and long-term water treatment needs.

At Decota, Ms. Raines serves as Principal in Charge, providing executive-level oversight, quality assurance, and coordination with agency staff. She applies her decades of experience in permitting, regulatory compliance, and reclamation design to guide project teams through the complex interplay of engineering, economics, and environmental performance. Under her leadership, Decota has delivered successful reclamation, stream restoration, and permitting projects across West Virginia, establishing a proven record of performance.

Ms. Raines' background in both the private mining sector and environmental consulting gives her a balanced understanding of regulatory requirements, project economics, and engineering solutions, making her a trusted partner to WVDEP in advancing high-priority AML and watershed restoration projects.

**Experience**

35+ years in the industry  
29 years with Decota

**Education**

Bachelor of Science, Mathematics and Natural Science, University of Charleston  
Bachelor of Science, Civil Engineering, West Virginia University Institute of Technology  
Master of Science, Environmental Engineering, Marshall University Graduate College

**Certifications, Licenses, and Trainings**

Registered Professional Engineer in West Virginia, Illinois  
River Morphology and Applications, Wildland Hydrology, Inc.  
Fluvial Geomorphology for Engineers, Wildland Hydrology, Inc.

**ANTHONY GATENS, P.E. – PROJECT MANAGER**



Mr. Gatens has more than twenty-five years of experience in underground mining engineering, drainage design, natural channel design, and the associated permitting. He has served as the Designer of Record for more than 20 surface and underground mining projects, representing over 165 million tons of permitted reserves with a conservative valuation exceeding \$8.3 billion. His work has included mine planning, reclamation design, and permitting under SMCRA, giving him deep familiarity with the technical, regulatory, and economic drivers that influence AML reclamation.

In addition to his mining and reclamation background, Mr. Gatens has become a trusted designer for WVDEP’s restoration programs. He has served as the Designer of Record for five WVDEP In-Lieu Fee (ILF) projects with a combined construction budget of more than \$8 million. These projects have included large-scale stream and wetland restoration designs requiring integration of geomorphic assessment, hydrologic modeling, and permitting coordination with agencies such as USACE, USFWS, SHPO, and WVDNR.

**Experience**

31 years in the industry  
17 years with Decota

**Education**

Bachelor of Science, Civil Engineering, West Virginia University  
Master of Science, Environmental Engineering, Marshall University Graduate College

**Certifications, Licenses, and Trainings**

Registered Professional Engineer in West Virginia  
Surface Miners Certificate  
Level II Rosgen Training

**Project Experience**

Lynn Branch Mine No. 2 Complex, Logan County, WV	\$23 Million, Aracoma Coal Company
Mill Creek Wildlife Management Area, Cabell County, WV	\$4 Million, WVDEP
Corridor H, Kerens to Parsons, Randolph County, WV	\$209 Million, WVDOH

**ERIK BALDWIN, P.E., P.S. – PROJECT MANAGER**

Mr. Baldwin is a licensed Professional Engineer in West Virginia, Virginia, and Ohio and a Professional Surveyor in Virginia and West Virginia. He holds a B.S. in Civil Engineering Technology and an M.S. in Environmental Engineering, bringing both technical breadth and advanced environmental expertise to his role.

With 28 years of professional experience, Mr. Baldwin has worked across mining and construction engineering, surveying, environmental permitting, and project management. He has held positions ranging from Project Engineer to Senior Permitting & Environmental Engineer, giving him practical experience in both technical design and regulatory compliance. His work has included mine development analysis, hydrologic and drainage design, structural fill design, and environmental management for large surface mining complexes, often requiring coordination with multiple agencies and stakeholders.

In addition to his engineering expertise, Mr. Baldwin has extensive experience in boundary, topographic, volumetric, and as-built surveying, as well as construction stakeout and quality control. This combination of engineering and surveying qualifications enables him to provide comprehensive support from baseline data collection through final construction verification.

At Decota, Mr. Baldwin contributes as a QA/QC Lead, applying his dual licensure and multidisciplinary experience to ensure that engineering designs, survey data, and environmental documentation meet the highest standards of accuracy and compliance.

**Experience**

28 years in the industry  
13 years with Decota

**Education**

Bachelor of Science, Civil Engineering, Bluefield State University  
Master of Science, Environmental Engineering, Marshall University Graduate College

**Certifications, Licenses, and Trainings**

Registered Professional Engineer in West Virginia, Virginia, and Ohio  
Registered Professional Surveyor in West Virginia, Virginia  
Surface Miners Certificate

**Project Experience**

Appomattox Lime Floodplain Analysis, Appomattox County, VA	\$50,000, Rockydale Quarries Corp.
KD Surface Mine No. 2, Kanawha County, WV	\$100 Million, Keystone Industries
Green Bottom Wildlife Management Area, Cabell County, WV	\$650,000, WVDEP

**LACEY PARSONS, CPESC – PROJECT MANAGER**



Mr. Parsons has more than 30 years of expertise in sediment and erosion control, stream design, and environmental permitting. As a Certified Professional in Erosion and Sediment Control (CPESC) and a Rosgen Level IV trained stream designer, he provides specialized technical leadership for Decota’s restoration and mitigation projects.

He manages multidisciplinary teams responsible for stream and wetland permitting, mitigation design, bid preparation, construction oversight, monitoring, and biological assessments, ensuring projects are designed and implemented in compliance with state and federal requirements. Mr. Parsons currently manages annual monitoring for more than 45,000 linear feet of stream restoration, providing WVDEP and other agencies with defensible documentation of ecological performance.

Mr. Parsons’ combination of technical fieldwork, regulatory expertise, and restoration design experience makes him a critical part of Decota’s QA/QC team, where he ensures that stream and wetland restoration projects meet performance standards and ecological goals.

**Experience**

30 years in the industry  
21 years with Decota

**Education**

Bachelor of Science, Wildlife and Fisheries, West Virginia University

**Certifications, Licenses, and Trainings**

Certified Professional in Erosion and Sediment Control (CPESC)  
Level IV Rosgen Training

**Project Experience**

Lynn Branch Mine No. 2 Complex, Logan County, WV	\$23 Million, Aracoma Coal Company
Mill Creek Wildlife Management Area, Cabell County, WV	\$4 Million, WVDEP
Corridor H, Kerens to Parsons, Randolph County, WV	\$209 Million, WVDOH



**ERIN SNYDER, PWS – PROJECT MANAGER**



Ms. Snyder is a Professional Wetland Scientist (PWS) with extensive recent experience supporting the WVDEP Abandoned Mine Lands (AML) Program and In-Lieu Fee (ILF) mitigation projects. She specializes in NEPA documentation, wetland delineation, permitting, restoration design, and ecological assessments, with a strong background in coordinating with state and federal agencies to secure timely approvals.

At Decota, Ms. Snyder manages permitting and environmental documentation for stream and wetland restoration projects, including preparation of Section 404/401 permit applications, NPDES permits, NEPA documents, and mitigation credit determinations using methods such as SWVM, WWRAM, HGM, and RBP. She routinely oversees field investigations including benthic macroinvertebrate surveys, fish collection, habitat assessments, and water quality monitoring, linking biological data with engineering design to ensure regulatory compliance and ecological functionality.

Her recent work includes direct collaboration with WVDEP AML staff on active reclamation projects, where she has leads the NEPA process and supports the design teams in adapting projects to site constraints and permitting realities. Ms. Snyder also provides post-construction monitoring, ensuring that restoration and reclamation projects meet performance standards and contribute to WVDEP’s long-term program goals.

**Experience**

12 years in the industry  
7 years with Decota

**Education**

Bachelor of Science, Environmental Science, Marshall University

**Certifications, Licenses, and Trainings**

Professional Wetland Scientist

**Project Experience**

Glade Farms Mitigation Bank, Preston County, WV	\$3 Million, Harmony Environmental
Mill Creek Wildlife Management Area, Cabell County, WV	\$4 Million, WVDEP
Green Bottom Wildlife Management Area, Cabell County, WV	\$650,000, WVDEP

**BRAD COCHRAN – PROJECT MANAGER**



Mr. Cochran has over 20 years of professional experience in geographic information systems (GIS), environmental permitting, and project management. He manages Decota’s GIS and data systems, providing mapping, spatial analysis, and database management that directly support permitting, design, and construction oversight for AML and ILF projects.

In addition to his technical role, Mr. Cochran has served as a Project Manager on multiple mitigation banking and ILF assignments, where he coordinated teams of engineers, scientists, and subcontractors to ensure projects advanced from concept through permitting and monitoring. His responsibilities have included development of baseline assessments, permitting exhibits, and monitoring plans, as well as managing communications with WVDEP, USACE, and other regulatory authorities.

His expertise includes building custom GIS tools, mobile data collection systems, and integrating GIS with AutoCAD Civil 3D, improving both efficiency in the field and accuracy of final deliverables. At Decota, Mr. Cochran also plays a critical role in QA/QC for mapping and data products, ensuring that information provided to WVDEP is reliable, defensible, and compatible with agency systems.

**Experience**

23 years in the industry  
 18 years with Decota

**Education**

Bachelor of Arts, Multidisciplinary Studies, West Virginia University

**Project Experience**

Glade Farms Mitigation Bank, Preston County, WV	\$3 Million, Harmony Environmental
Howdershelt Run Mitigation Bank, Preston County, WV	\$1 Million, Harmony Environmental
Corridor H, Kerens to Parsons, Randolph County, WV	\$209 Million, WVDEP

# **CONSULTANT QUALIFICATION QUESTIONNAIRE AND PROJECT MATRIX**

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

**Attachment "A"**

PROJECT NAME  FRANCIS DRAINAGE MAINTENANCE		DATE (DAY, MONTH, YEAR)  20, AUGUST, 2025		FEIN  20-0584612																																					
1. FIRM NAME  DECOTA CONSULTING COMPANY, INC.		2. HOME OFFICE BUSINESS ADDRESS  4984 WASHINGTON ST. W. CROSS LANES, WV 25313		3. FORMER FIRM NAME																																					
3. HOME OFFICE TELEPHONE  304.776.3333	5. ESTABLISHED (YEAR)  1996	6. TYPE OWNERSHIP Individual ( <u>Corporation</u> ) Partnership Joint-Venture		6a. WV REGISTERED DBE (Disadvantaged Business Enterprise) YES (NO)																																					
7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE  4984 WASHINGTON ST W. CROSS LANES WV 25313 / 304.776.3333 / LINDA RAINES, PE / 2																																									
8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM  LINDA RAINES, PE / DAVID RAINES			8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS																																						
9. PERSONNEL BY DISCIPLINE																																									
<table style="width:100%; border:none;"> <tr> <td style="width:25%;">0 ADMINISTRATIVE</td> <td style="width:25%;">0 ECOLOGISTS</td> <td style="width:25%;">0 LANDSCAPE ARCHITECTS</td> <td style="width:25%;">0 STRUCTURAL ENGINEERS</td> </tr> <tr> <td>0 ARCHITECTS</td> <td>0 ECONOMISTS</td> <td>0 MECHANICAL ENGINEERS</td> <td><b>1 SURVEYORS</b></td> </tr> <tr> <td><b>3 BIOLOGIST</b></td> <td>0 ELECTRICAL ENGINEERS</td> <td><b>2 MINING ENGINEERS</b></td> <td>0 TRAFFIC ENGINEERS</td> </tr> <tr> <td><b>2 CADD OPERATORS</b></td> <td>0 ENVIRONMENTALISTS</td> <td>0 PHOTOGRAMMETRISTS</td> <td>0 OTHER</td> </tr> <tr> <td>0 CHEMICAL ENGINEERS</td> <td>0 ESTIMATORS</td> <td>0 PLANNERS: URBAN/REGIONAL</td> <td></td> </tr> <tr> <td><b>1 CIVIL ENGINEERS</b></td> <td>0 GEOLOGISTS</td> <td>0 SANITARY ENGINEERS</td> <td></td> </tr> <tr> <td><b>3 CONSTRUCTION INSPECTORS</b></td> <td>0 HISTORIANS</td> <td>0 SOILS ENGINEERS</td> <td></td> </tr> <tr> <td><b>2 DESIGNERS</b></td> <td>0 HYDROLOGISTS</td> <td>0 WRITERS</td> <td><b>14 TOTAL PERSONNEL</b></td> </tr> <tr> <td>0 DRAFTSMEN</td> <td></td> <td></td> <td></td> </tr> </table> <p><b>TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: 3</b>  <b>*RPEs other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.</b></p>						0 ADMINISTRATIVE	0 ECOLOGISTS	0 LANDSCAPE ARCHITECTS	0 STRUCTURAL ENGINEERS	0 ARCHITECTS	0 ECONOMISTS	0 MECHANICAL ENGINEERS	<b>1 SURVEYORS</b>	<b>3 BIOLOGIST</b>	0 ELECTRICAL ENGINEERS	<b>2 MINING ENGINEERS</b>	0 TRAFFIC ENGINEERS	<b>2 CADD OPERATORS</b>	0 ENVIRONMENTALISTS	0 PHOTOGRAMMETRISTS	0 OTHER	0 CHEMICAL ENGINEERS	0 ESTIMATORS	0 PLANNERS: URBAN/REGIONAL		<b>1 CIVIL ENGINEERS</b>	0 GEOLOGISTS	0 SANITARY ENGINEERS		<b>3 CONSTRUCTION INSPECTORS</b>	0 HISTORIANS	0 SOILS ENGINEERS		<b>2 DESIGNERS</b>	0 HYDROLOGISTS	0 WRITERS	<b>14 TOTAL PERSONNEL</b>	0 DRAFTSMEN			
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<b>3 BIOLOGIST</b>	0 ELECTRICAL ENGINEERS	<b>2 MINING ENGINEERS</b>	0 TRAFFIC ENGINEERS																																						
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<b>2 DESIGNERS</b>	0 HYDROLOGISTS	0 WRITERS	<b>14 TOTAL PERSONNEL</b>																																						
0 DRAFTSMEN																																									
10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																																									

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

NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____Yes No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____Yes No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____Yes No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____Yes No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____Yes No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____Yes No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____Yes No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____Yes No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____Yes No

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

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

B. Is your firm experienced in Soil Analysis?

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

C. Is your firm experienced in hydrology and hydraulics?

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

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

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

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

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

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

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

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
<b>RAINES, LINDA, N.</b>	<b>30+</b>	<b>30+</b>	<b>30+</b>

Brief Explanation of Responsibilities

**PRINCIPLE IN CHARGE. PROJECT DESIGN, PERMITTING, QUALITY ASSURANCE, QUALITY CONTROL**

EDUCATION (Degree, Year, Specialization)

**BS, 1978, Natural Science & Math  
BSCE, 1983, Civil Engineering  
MS, 2003, Environmental Engineering**

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

**SME, ASCE**

REGISTRATION (Type, Year, State)

**PROFESSIONAL ENGINEER, 1991, WEST VIRGINIA  
PROFESSIONAL ENGINEER, 2013, ILLINOIS**

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
<b>GATENS, ANTHONY, B.</b>	<b>25+</b>	<b>25+</b>	<b>25+</b>

Brief Explanation of Responsibilities

**PROJECT MANAGER. PROJECT DESIGN AND PERMITTING.**

EDUCATION (Degree, Year, Specialization)

**BS, 1993, MINING ENGINEERING  
MS, 2003, ENVIRONMENTAL ENGINEERING**

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

**ASCE**

REGISTRATION (Type, Year, State)

**PROFESSIONAL ENGINEER, 2000, WEST VIRGINIA**

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
<b>BALDWIN, ERIK</b>	<b>25+</b>	<b>25+</b>	

Brief Explanation of Responsibilities

**PROJECT MANAGER, PROJECT DESIGN, PERMITTING, QUALITY ASSURANCE, QUALITY CONTROL**

EDUCATION (Degree, Year, Specialization)

**BS, 1996, Civil Engineering**  
**MS, 2004, Environmental Engineering**

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

**WVSPS, ASCE**

REGISTRATION (Type, Year, State)

**PROFESSIONAL ENGINEER, 2007, WEST VIRGINIA, VIRGINIA, OHIO**  
**PROFESSIONAL SURVEYOR, 2011, WEST VIRGINIA, VIRGINIA**

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

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

Brief Explanation of Responsibilities

EDUCATION (Degree, Year, Specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)



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

EQUIPMENT

DELL WORKSTATION COMPUTERS

TRIMBLE S6 ROBOTIC TOTAL STATION

TOPCON GPT-3000LW PULSE TOTAL STATION

SOKIA GRX2 GPS

DJI MATRICE DRONE

ZENMUSE L2 LiDAR INSTRUMENT

SOFTWARE

MICROSOFT WORD

MICROSOFT EXCEL

ADOBE ACROBAT

AUTOCAD

AUTOCAD CIVIL 3D

CARLSON CIVIL / MINING

ESRI ARCGIS

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

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
Green Bottom WMA WVDEP ILF Mitigation Program	WV DEP DWMM 601 57 <sup>th</sup> St. E. Charleston, WV 25304	Design, Permitting, Construction Management	\$0.6 M	99%
McClintic WMA WVDEP ILF Mitigation Program	WV DEP DWMM 601 57 <sup>th</sup> St. E. Charleston, WV 25304	Design, Permitting, Construction Management	\$0.9 M	99%
Mill Creek WMA WVDEP ILF Mitigation Program	WV DEP DWMM 601 57 <sup>th</sup> St. E. Charleston, WV 25304	Design, Permitting, Construction Management	\$2.7 M	99%
Kanawha State Forest WVDEP ILF Mitigation Program	WV DEP DWMM 601 57 <sup>th</sup> St. E. Charleston, WV 25304	Design, Permitting, Construction Management	\$0.5 M	99%
Rockhouse Mine No. 1	Aracoma Coal Company, LLC P.O. Box 1120 119 North South Road Holden, WV 25625	Design, Permitting	\$3.0 M	50%
Williamson Deep Mine	Aracoma Coal Company, LLC P.O. Box 1120 119 North South Road Holden, WV 25625	Design, Permitting	\$5.1 M	50%
Winchester No. 2 Gas Mine	Panther Creek Mining 250 W. Main Street, Su. 2000 Lexington, KY 40507	Design, Permitting	\$20 M	75%
TOTAL NUMBER OF PROJECTS: 7			TOTAL ESTIMATED CONSTRUCTION COSTS: \$ 33 M	

16. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS SERVING AS A SUB-CONSULTANT TO OTHERS

PROJECT NAME, TYPE AND LOCATION	NATURE OF FIRMS RESPONSIBILITY	NAME AND ADDRESS OF OWNER	ESTIMATED COMPLETION DATE	ESTIMATED CONSTRUCTION COST	
				ENTIRE PROJECT	YOUR FIRMS RESPONSIBILITY
Corridor H Kerens to Parsons, Section 1	Environmental Assessments, Permitting, NEPA	WVDOH 1900 Kanawha Blvd. E Charleston, WV 25305	2025	\$211.0 M	\$0.6 M
Corridor H Rt. 219 to 72 Interchange, Section 2	Environmental Assessments, Permitting, NEPA	WVDOH 1900 Kanawha Blvd. E Charleston, WV 25305	2025	\$175.0 M	\$0.5 M
2022 AML Contract 6 (North)	Environmental Assessments, Permitting, NEPA	WV DEP DWWM 601 57 <sup>th</sup> St. E. Charleston, WV 25304	2026	\$2 M	\$0.2 M



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

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST OF YOUR FIRM'S PORTION	YEAR	CONSTRUCTED (YES OR NO)	FIRM ASSOCIATED WITH
Jefferson Road Upgrade Permitting/NEPA	WVDOH 1900 Kanawha Blvd. E Charleston, WV 25305	\$0.1 M	2025	YES	EL ROBINSON

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

20. The foregoing is a statement of facts.

Signature: Brad Cochran Title: Division Manager Date: 8/20/2025

Printed Name: Brad Cochran

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

\* List whether project experience is corporate or personnel based or both.

\*\* Use this area to provide specific sections or pages if needed for reference.

\*\*\* List Primary Design personnel and their functional capacity for the projects listed.

Attachment "B"

# **AML CONTRACTOR FORM**

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ABANDONED MINE LANDS (AML) CONTRACTOR INFORMATION FORM

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

**Part A: General Information**

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

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

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

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

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

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

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

8/18/2025

Date

  
 Signature

President

Title



**Part D: OFT Information**

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

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

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

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

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

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

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

**PAPERWORK REDUCTION STATEMENT**

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

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

U.S. Department of the Interior  
 Office of Surface Mining Reclamation and Enforcement  
 Applicant/Violator System



Entities

Previous Search

Entity Name Search 10 per page

**Entity Number:** 266382  
**Last Name:** Decota Consulting Company, Inc  
**\* First Name:**  
**Middle Name:**  
**Alias:**  
**Tax ID:**  
**Memo:** AML Contractor  
**Created:** 4/12/2023  
**Updated:** 4/12/2023  
**Source:** Jim.Witheril  
**Entity Type:** Business  
**Locked:** Y

Entity #	Entity Name	Suffix	First	Middle	Lock	Type	
266382	Decota Consulting Company, Inc				Y	Business	Select

Addresses Relationships Applications Permits Comments

Entity #	Parent Entity	Relationship	Entity #	Related Entity	First	% Own	Begin	End	Hold	Hold Source	Create	Update	Description	Source
266382	Decota Consulting Company, Inc	President	266383	Raines	Linda	0.00	1/12/2004		None		4/12/2023	4/12/2023		Jim.Witheril
266382	Decota Consulting Company, Inc	Owner	266383	Raines	Linda	51.00	1/12/2004		None		4/12/2023	4/12/2023	Removed 51% from Pres, added Owner	Jim.Witheril
266382	Decota Consulting Company, Inc	Director	266383	Raines	Linda	0.00	1/12/2004		None		4/12/2023	4/12/2023		Jim.Witheril
266382	Decota Consulting Company, Inc	Vice President	266384	Raines	David	0.00	2/1/2007		None		4/12/2023	4/12/2023		Jim.Witheril
266382	Decota Consulting Company, Inc	Owner	266384	Raines	David	49.00	2/1/2007		None		4/12/2023	4/12/2023	Removed 49% from VP, added Owner	Jim.Witheril
266382	Decota Consulting Company, Inc	Treasurer	266384	Raines	David	0.00	2/1/2007		None		4/12/2023	4/12/2023		Jim.Witheril
266382	Decota Consulting Company, Inc	Director	266384	Raines	David	0.00	2/1/2007		None		4/12/2023	4/12/2023		Jim.Witheril

# **SOLICITATION DOCUMENTS**

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

**State of West Virginia  
 Centralized Expression of Interest**

<b>Proc Folder:</b> 1717189			<b>Reason for Modification:</b> Addendum #1 issued to publish agency responses to vendor submitted questions.
<b>Doc Description:</b> AML - EOI Pre-Qualification for Consultants			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2025-08-13	2025-08-20 13:30	CEOI 0313 DEP2600000001	2


**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 109612  
**Vendor Name :** Decota Consulting Company, Inc.  
**Address :**  
**Street :** 4984 Washington St. W.  
**City :** Cross Lanes  
**State :** WV **Country :** USA **Zip :** 25313  
**Principal Contact :** Brad Cochran  
**Vendor Contact Phone:** 304.776.3333 **Extension:** 111

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

**Vendor Signature X**  **FEIN#** 20-0584612 **DATE** 8/20/2025

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

**ADDITIONAL INFORMATION**

The Acquisitions and Contract Administration Section of the Purchasing Division is soliciting vendors to prequalify to provide proposals on Expression(s) of Interest(s) ("EOI") for the West Virginia Department of Environmental Protection, Division of Land Restoration, Office of Abandoned Mine Lands and Reclamation (WVDEP-DLR-AML) from qualified firms to provide architectural/ engineering services pursuant to HB 3429.

The purpose of the project is to solicit pre-qualifications for the purpose of making available a list of pre-qualified Consultants.

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

Line	Comm Ln Desc	Qty	Unit Issue
1	EOI Engineering Design Services		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description:**  
EOI Engineering Design Services

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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**SOLICITATION NUMBER:** CEOI 0313 DEP2600000001

**Addendum Number:** No.01

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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:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish agency responses to all vendor submitted questions

**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 CEOI DEP 26\*01 AML Pre-qualification**

**Q.1.)** Our company specializes in AML project development, design, permitting, and inspection. Another unit we have specializes in construction of large-scale reclamation and remediation projects for the mining and other associated industries. Our company owns and operates all the construction equipment necessary to complete the construction of these projects. For this EOI for prequalification of firms, can the two companies' operating units' partner to provide a single entity which can complete all phases and aspects of the AML reclamation projects start to finish?

**A. Your company can partner but the construction for these designs will be bid out separately.**

**Q.2.** Please confirm only attachments A and B are required to submit in order to obtain prequalification.

**A. You must submit your qualification per section 4**

**Q.3.** Please confirm firms do not need to provide full-page resumes for personnel listed

**A. You must submit your qualification per section 4**



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CEOI DEP26\*01**

**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.

Decota Consulting Company, Inc.

Company



Authorized Signature

8/20/2025

Date

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

Revised 6/8/2012

# **EXPRESSION OF INTEREST**

## **Pre-Qualification for Design Firms**

### **TABLE OF CONTENTS:**

- 1. Table of Contents**
- 2. Section One: General Information**
- 3. Section Two: Instructions to Vendors Submitting Bids**
- 4. Section Three: Project Specifications**
- 5. Section Four: Vendor Proposal, Evaluation, and Award**
- 6. Section Five: Terms and Conditions**
- 7. Certification and Signature Page**

### **SECTION ONE: GENERAL INFORMATION**

- 1. PURPOSE:** The Acquisitions and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting vendors to prequalify to provide proposals on Expression(s) of Interest(s) (“EOI”) for the West Virginia Department of Environmental Protection, Division of Land Restoration, Office of Abandoned Mine Lands and Reclamation (WVDEP-DLR-AML) (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) pursuant to HB 3429.
- 2. PROJECT:** The purpose of the project is to solicit pre-qualifications for the purpose of making available a list of pre-qualified Consultants.

Enrolled Version - Final Version

OTHER VERSIONS - [Committee Substitute \(1\)](#) | [Engrossed Version](#) | [Introduced Version](#) |

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Key: **Green** = existing Code, **Red** = new code to be enacted

**WEST VIRGINIA LEGISLATURE**  
**2025 REGULAR SESSION**  
**ENROLLED**  
**Committee Substitute**  
**for**  
**House Bill 3429**

BY DELEGATE RILEY

[Passed April 12, 2025; in effect 90 days from passage (July 11, 2025)]

AN ACT to amend the Code of West Virginia, 1931, as amended, by adding a new section designated **§22-2-11**, relating to providing engineering services under the abandoned mine lands and reclamation act; requiring certain advertisements; establishing a prequalification process for hiring engineering firms; providing prequalification agreement requirements; and providing directives for project assignments.

*Be it enacted by the Legislature of West Virginia:*

## **ARTICLE 2. ABANDONED MINE LANDS AND RECLAMATION ACT.**

### **§22-2-11. Prequalification process for consultants; project assignments.**

(a) For purposes of this section, "professional services" means engineering services provided by firms and includes those professional services of an engineering nature as well as incidental services that members of those professions and those in their employ may logically or justifiably perform.

(b) The secretary shall publish a Class II legal advertisement to solicit letters of interest for professional services used in engineering procurement. The advertisement:

(1) Shall comply with the Class II legal advertisement provisions of **§59-3-1** *et seq.* of this code;

(2) State a time and place for submitting letters of interest and a description of the services required;

(3) Specify the secretary's right to reject any letter of interest; and

(4) Shall be published at least once in at least one daily newspaper published in the city of Charleston and in other journals or magazines as the secretary determines is advisable.

(c) The department shall evaluate any letter of interest received and generate from the letters received a list of all qualified firms, designated the "Prequalified List of Firms".

(d) Upon the department's recommendation, the Purchasing Division shall enter into a prequalification agreement with the qualified firms pursuant to **§5A-3-10e** of this code. The agreement shall cover the services defined in the letters of interest and have a one-year term, with an optional two-year extension if requested by the department.

(e) For all project assignments:

(1) The department shall issue an expression of interest for any project that needs to be solicited and deliver it to those prequalified firms with which the Purchasing Division has an active prequalification agreement;

(2) The department may review and consider responses only from prequalified consultants with active prequalification agreements;

(3) The department shall conduct discussions with three or more professional services firms solicited on the basis of known or submitted qualifications for the project prior to awarding a contract. If the secretary determines that special circumstances exist such that seeking competition is not practical, the department may, with the Director of Purchasing's prior approval, select a professional services firm on the basis of previous satisfactory performance and knowledge of the department's facilities and needs. After selection, the department and firm shall develop the scope of services required and negotiate a contract;

(4) The department shall notify its procurement division and the Division of Purchasing of the firm that it selected;

(5) The department shall schedule and conduct a scope of work meeting with the selected firm within 45 days of selection;

(6) Within 60 days of selection, unless an extension is requested by both parties, the department and firm shall complete cost negotiations;

(7) The department shall provide to its own procurement division and the Purchasing Division information regarding the agreed upon costs and all required forms necessary to initiate a contract; and

(8) The department may issue an advanced notice to proceed, if requested by the firm.

The Clerk of the House of Delegates and the Clerk of the Senate hereby certify that the foregoing bill is correctly enrolled.

.....  
*Clerk of the House of Delegates*

.....  
*Clerk of the Senate*

Originated in the House of Delegates.

In effect 90 days from passage.

.....  
*Speaker of the House of Delegates*

.....  
*President of the Senate*

\_\_\_\_\_

The within is ..... this the.....

Day of ....., 2025.

*Governor*



# **EXPRESSION OF INTEREST**

Pre-Qualification for Design Firms

## **SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

Instructions begin on the next page.

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

3. **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: 8/13/2025 @ 4:00 PM

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

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

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

SOLICITATION NO.: CEOR 0313 DEP2600000001

BID OPENING DATE: see section 7

BID OPENING TIME: see section 7

FAX NUMBER: 304-558-3970

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: 8/20/2025 @ 1:30 PM ET

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum 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.

# EXPRESSION OF INTEREST

## Pre-Qualification for Design Firms

### SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background:** The WVDEP/AML Program is soliciting Consultant Firms to provide “full service” A/E planning, realty, design, and construction oversight. Firms are to be licensed Architectural/Engineering Firms (A/E) in the State of West Virginia and either the firm or its sub-contractors within a given field must have a successful track record of permitting and designing reclamation projects, realty, and construction inspection. The anticipated contract (s) will be advertised once the prequalified vendors are determined and will be for “full service” A/E planning, realty, design, and construction oversight. This solicitation is only for the purpose of prequalifying vendors. No specific project will be awarded from this solicitation.

The expectation is the successful prequalified A/E firm(s) will be able to call upon a team of professionals for each discipline, whether internal or subcontracted, that can provide each discipline’s deliverables with a minimum of supervision. The expectation is that the successful prequalified A/E firm will be providing a schedule, tracking work to that schedule, and providing regular updates as to progress with a minimum of State oversight.

- 2. Project and Goals:** The project goals and objectives include but are not limited to those listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:

Qualifications should be highlighted to meet the following criteria:

All Work shall comply with the Infrastructure Investment Jobs Act (IIJA), including compliance with the Davis-Bacon and Build America, Buy America (BABA), as applicable and all Federal, State, and Local laws.

Planning Work encompasses all related consultations, investigations, report generation, applications, etc. required to perform the Work, which may include, but may not be limited to: National Environmental Policy Act (NEPA) consultations, West Virginia Division of Natural Resources (WVDNR) consultation, West Virginia Historic Preservation Office (SHPO) consultation, WV Regional Planning consultation, US Forest Service consultations, US Fish and Wildlife Service (USFWS) consultations, and any other consultation(s) or permit(s) needed to perform the Work. The above includes but is not limited to bat studies, threatened and endangered species investigation / analysis / report generation, water quality sampling, and data collection / analysis.

# **EXPRESSION OF INTEREST**

## **Pre-Qualification for Design Firms**

Realty Work encompasses all necessary research and subsequent right of entry agreements being set into place for the sites to be sufficiently and legally investigated, designed, and for a final design to be constructed. This may include, but may not be limited to: performing courthouse research to determine legal property ownership and dutifully documenting the findings, obtaining Exploratory Rights of Entry (EROE) from affected landowners, obtaining Construction Rights of Entry (CROE) from landowners, keeping logs of all conversations with landowners, data collection, reporting, and possessing the capability of having boundary surveys performed on an as-needed basis. The successful A/E firm must obtain the rights of entry prior to performing any fieldwork on-site, and these rights of entry must include the successful A/E firm, the WVDEP-DLR-AML, and Office of Surface Mining Reclamation & Enforcement (OSMRE).

Design Work which may include, but may not be limited to: Civil, Geological, Hydrological, Survey (mapping), Process, Structural, Electrical, etc., as applicable. This encompasses all required engineering and survey (including current mapping and other related services) necessary to successfully design an engineered, permanent solution that fully addresses the issues and problems that each project presents. This also includes site and geotechnical investigations. Each design must fully remove and mitigate dangers to private individuals or the public that are currently present, not introduce new dangers, and be stamped by a Registered Professional Engineer in the State of West Virginia for design and Registered Professional Surveyor in the State of West Virginia for survey for deliverables. Design Work includes but is not limited to: National Pollutant Discharge Elimination System (NPDES) construction stormwater General Permit registration, West Virginia Department of Highways (WVDOH) MM-109 encroachment permits, Army Corps of Engineers (USACE) consultations, Department of Health Permits (for water lines, if applicable), and county permits as applicable, including floodplain permits. Design Work could also include but is not limited to: developing construction plans and technical specifications for all aspects to reclaim mine portals, drainage controls and systems, slope stabilization, coal refuse and mine spoil reclamation, stream and / or channel restoration, subsidence repair, temporary and permanent access or accesses for construction and future maintenance, stormwater and erosion and sediment control, regrading and revegetation, any required water treatment systems, and any remediation for all other conditions encountered on the project sites. The successful A/E firm must obtain, maintain, and release all required permits.

Construction Oversight Work including but may not be limited to: Daily Inspection with documentation for the duration of the Construction and through the warranty period until final release, Engineering Oversight and Support, review and approval of contractor-provided as-builts, and Final Engineer's Certification Report of the project.

# EXPRESSION OF INTEREST

## Pre-Qualification for Design Firms

Vendor should describe how the firm will meet the Agency's and firms agreement for deadlines.

Vendors should demonstrate a clear understanding of the time-sensitive nature of Abandoned Mine Land (AML) reclamation projects and provide a plan for how they will meet all deadlines established by the Agency throughout the project lifecycle.

### **3. Contract Services Deliverables: Once Prequalified, The Agency expects firms to:**

- Adhere to established schedules for project initiation, deliverables, and completion.
- Be responsive to funding and compliance timelines under the Infrastructure Investment and Jobs Act (IIJA) and the Surface Mining Control and Reclamation Act (SMCRA).
- Coordinate effectively with Agency staff, subcontractors, and permitting authorities to avoid delays.
- Proactively identify risks and propose mitigation strategies to stay on track.

Firms must include but not limited to the following documentation in each prequalification response:

- A description of their project management approach and internal systems used to ensure timely performance;
- Examples of past AML or similar projects completed on time, including key deadlines met.
- A summary of personnel availability and resource planning to meet overlapping or expedited deadlines;
- A plan for communication, progress tracking, and prompt issue resolution.

### **4. Qualifications, Experience, and Past Performance:** Consultant must include a statement of qualifications and performance data. The statement of qualifications and performance data may be presented through things like information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and the project goals and objectives and how they were met.



# EXPRESSION OF INTEREST

## Pre-Qualification for Design Firms

All Consultants requesting to be considered **MUST** hold a valid Certificate of Authorization (COA) and have an individual who shall oversee the work, who will sign and seal all design documentation, plans, etc., and must be registered and licensed with the West Virginia Board of Professional Engineers.

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

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

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

## SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. The resume and qualifications of the submitted staff will be reviewed and evaluated based on design experience. Additional AML experience should be included for additional evaluation. Selections will be based on detailed work experience supplied in the resume, as well as the firm's principal in charge assurances of reliability and competency. If it is determined that work is being performed at a substandard or inefficient manner the Department may choose to remove the firm from the list with the approval of the Purchasing Division.

Once approved, that Consultant's name shall be placed on the list of Consultants pre-qualified to participate in this program and shall be considered pre-qualified and eligible for project selection

Those Consultants selected and placed on a master list **MUST** resubmit their CQQ (or **Attachment "A"**) upon any changes or change of discipline. Consultants must keep a current certificate of insurance (COI) throughout the contract period and resubmit a current COI upon renewals.

# EXPRESSION OF INTEREST

## Pre-Qualification for Design Firms

- 2. Evaluation and Award Process:** Expressions of Interest for projects will be evaluated and awarded in accordance with W.Va. Code §22-2-11. The State shall select the best value solution according to WV Code §22-2-11. This solicitation is for the prequalification of those vendors only. No award for a specific project will be determined from this solicitation.

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

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

**Evaluation Determination:** The Agency will evaluate the letters of interest to determine the most qualified to perform the desired service. The evaluation criteria will be based upon the prequalification process for consultants; project assignments pursuant to WV Code §22-2-11.

# **EXPRESSION OF INTEREST**

Pre-Qualification for Design Firms

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

Terms and conditions begin on the next page.

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Two (2) 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.

Certificate of Authorization

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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



**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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

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



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

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

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

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

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

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

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

(Printed Name and Title) Brad Cochran, Division Manager

(Address) 4984 Washington St. W., Cross Lanes, WV 25313

(Phone Number) / (Fax Number) 304.776.3333 ext. 111

(email address) brad@decotaconsulting.com

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

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

Decota Consulting Company, Inc.

(Company) 

(Signature of Authorized Representative)  
Brad Cochran

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

304.776.3333 ext. 111

(Phone Number) (Fax Number)

brad@decotaconsulting.com

(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 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.

Decota Consulting Company, Inc.

Company



Authorized Signature

8/20/2025

Date

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