



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

Header 1

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 586151


Procurement Type: Central Master Agreement

Vendor ID: VS0000005915 

Legal Name: EBX EM LLC

Alias/DBA:

Total Bid: \$4,579,676.00

Response Date: 07/08/2019 

Response Time: 16:10

SO Doc Code: CRFQ

SO Dept: 0313


SO Doc ID: DEP1900000035

Published Date: 6/28/19

Close Date: 7/9/19

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum 1-Mitigation Bank Credits 

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 586151
Solicitation Description : Addendum 1-Mitigation Bank Credits
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-07-09 13:30:00	SR 0313 ESR07081900000000079	1

VENDOR
VS0000005915 EBX EM LLC

Solicitation Number: CRFQ 0313 DEP1900000035

Total Bid : \$4,579,676.00 **Response Date:** 2019-07-08 **Response Time:** 16:10:30

Comments:

FOR INFORMATION CONTACT THE BUYER
 Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature on File	FEIN #	DATE
--------------------------	---------------	-------------

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Stream credits in ILF SSA 1	5440.00000	EA	\$700.000000	\$3,808,000.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description : Mitigation Bank Credits / DWWM as outlined on the attached specifications

Comments: Credits from Cline Run Mitigation Bank, Foster Run Mitigation Bank and Sandy Creek Mitigation Bank

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Wetland credits in ILF SSA 1	1.00000	EA	\$52,000.000000	\$52,000.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description : Mitigation Bank Credits / DWWM as outlined on the attached specifications

Comments: Credits from Cline Run Mitigation Bank, Foster Run Mitigation Bank and Sandy Creek Mitigation Bank.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Stream credit in ILF SSA 2	1.00000	EA	\$720.000000	\$720.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description : Mitigation Bank Credits / DWWM as outlined on the attached specifications

Comments: Credits from Seven Pines Mitigation Bank Site and Randolph-I Mitigation Bank Site

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Wetland credits in ILF SSA 2	5.43900	EA	\$54,000.000000	\$293,706.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description : Mitigation Bank Credits / DWWM as outlined on the attached specifications

Comments: Credits from Seven Pines Mitigation Bank Site and Randolph-I Mitigation Bank Site

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Stream credits in ILF SSA 3	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description : Mitigation Bank Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Wetland credits in ILF SSA 3	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description : Mitigation Bank Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Stream credits in ILF SSA 4	550.00000	EA	\$675.000000	\$371,250.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description : Mitigation Bank Credits / DWWM as outlined on the attached specifications

Comments: Credits from Davis Branch Mitigation Bank Site

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Wetland credits in ILF SSA 4	1.00000	EA	\$54,000.000000	\$54,000.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description : Mitigation Bank Credits / DWWM as outlined on the attached specifications

Comments: Credits from Davis Branch Mitigation Bank Site

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Stream credits in ILF SSA 5	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description : Mitigation Bank Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Wetland credits in ILF SSA 5	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description : Mitigation Bank Credits / DWWM as outlined on the attached specifications



July 8, 2019

Department of Administration, Purchasing Division
Attn: Jessica Chambers
2019 Washington Street East
Charleston, West Virginia 25305-0130

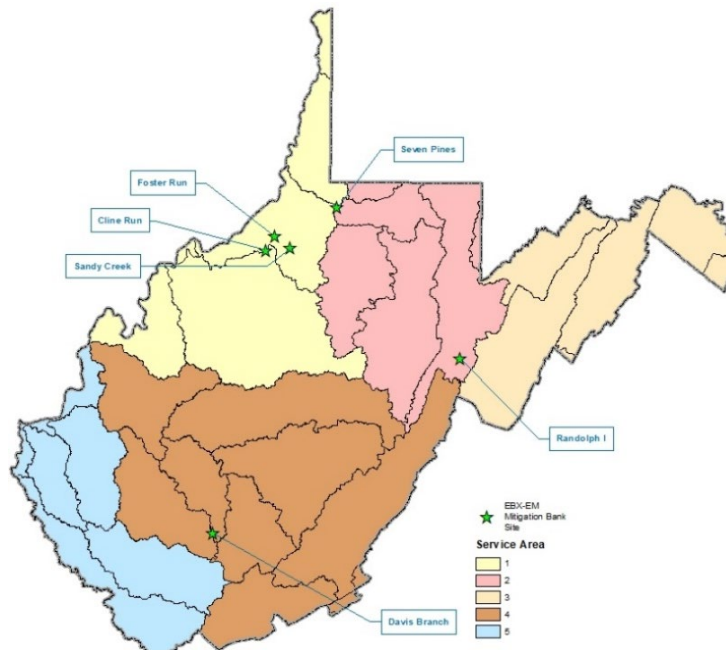
Dear Ms. Chambers:

On behalf of EBX-EM LLC, Resource Environmental Solutions, LLC (RES) is pleased to provide the West Virginia Department of Environmental Protection (DEP) with this quotation for mitigation credits. To meet the requirements outlined in the Request for Quotation (RFQ), RES proposes to deliver mitigation credits from its West Virginia Mitigation Bank. The West Virginia Mitigation Bank has been approved by the West Virginia Inter-agency Review Team (IRT) since 2007 and to date has sold over 33,580 stream mitigation credits and 44 wetland mitigation credits for various projects throughout the state.

RES proposes to deliver mitigation credits according to the following cost schedule:

		Price Per Credit		Currently Available Credits		Credits Released Within 1 Year*	
ILF Service Area	Bank Site	Stream	Wetland	Stream	Wetland	Stream	Wetland
SSA 1	Cline Run	\$700.00	\$52,000.00	296.32	-	-	-
	Foster Run	\$700.00	\$52,000.00	1,603.50	-	-	-
	Sandy Creek	\$700.00	\$52,000.00	-	-	3,675.50	0.327
SSA 2	Seven Pines	\$720.00	\$54,000.00	-	0.860	1,081.64	0.380
	Randolph-I	\$720.00	\$54,000.00	-	0.835	254.48	0.220
SSA 4	Davis Branch	\$675.00	\$54,000.00	0.94	-	615.94	-

* Anticipated credits. Actual credit amounts may vary at time of credit release by the IRT.





As requested, contained within this RFQ submittal are:

1. Pricing Pages
2. Bank Site Geographic Service Areas
3. Typical Agreement for Credit Purchase and Sale
4. Purchasing Affidavit
5. Disclosure of Interested Parties to Contracts
6. Commercial General Liability Insurance Documentation
7. Addendum Acknowledgement

EBX-EM appoints the following individual as the Contract Administrator and the initial point of contact for matters relating to this Contract:

Kevin Roush
Client Solutions Manager
137 ½ East Main Street, Suite 210
Oak Hill, West Virginia 25901
304.719.2511
kroush@res.us

RES stands ready to meet in person at the Purchasing Division's and DEP's convenience to discuss this quotation and answer any questions that might arise following review. We thank you very much for the opportunity.

Kind regards,

Kevin Roush
Client Solutions Manager
Resource Environmental Solutions
kroush@res.us | 304.719.2511



PRICING PAGES



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

State of West Virginia
 Request for Quotation
 27 — Miscellaneous

Proc Folder: 586151

Doc Description: Addendum 1-Mitigation Bank Credits

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-06-28	2019-07-09 13:30:00	CRFQ 0313 DEP1900000035	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

EBX-EM, LLC 304.719.2511
 137 1/2 East Main Street
 Suite 210
 Oak Hill, West Virginia 25901

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

FEIN # 81-3040904

DATE 9/5/2019

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Environmental Protection to establish an open-end contract for the purchase of released mitigation credits from U.S. Army Corps of Engineers approved mitigation bank(s) in various secondary service areas (SSAs) of the State per the terms and conditions and specifications as attached.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Stream credits in ILF SSA 1	5440.00000	EA	\$700.00	\$3,808,000.00

Comm Code	Manufacturer	Specification	Model #
94131501	EBX-EM	Cline Run Mitigation Bank Site Foster Run Mitigation Bank Site Sandy Creek Mitigation Bank Site	

Extended Description :

Mitigation Bank Credits / DWWM as outlined on the attached specifications

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Wetland credits in ILF SSA 1	1.00000	EA	\$52,000.00	\$52,000.00

Comm Code	Manufacturer	Specification	Model #
94131501	EBX-EM	Cline Run Mitigation Bank Site Foster Run Mitigation Bank Site Sandy Creek Mitigation Bank Site	

Extended Description :

Mitigation Bank Credits / DWWM as outlined on the attached specifications

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Stream credit in ILF SSA 2	1.00000	EA	\$720.00	\$720.00

Comm Code	Manufacturer	Specification	Model #
94131501	EBX-EM	Seven Pines Mitigation Bank Site Randolph-I Mitigation Bank Site	

Extended Description :

Mitigation Bank Credits / DWWM as outlined on the attached specifications

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Wetland credits in ILF SSA 2	5.43900	EA	\$54,000.00	\$293,706.00

Comm Code	Manufacturer	Specification	Model #
94131501	EBX-EM	Seven Pines Mitigation Bank Site Randolph-I Mitigation Bank Site	

Extended Description :

Mitigation Bank Credits / DWWM as outlined on the attached specifications

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Stream credits in ILF SSA 3	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description :

Mitigation Bank Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Wetland credits in ILF SSA 3	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description :

Mitigation Bank Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Stream credits in ILF SSA 4	550.00000	EA	\$675.00	\$371,250.00

Comm Code	Manufacturer	Specification	Model #
94131501	EBX-EM	Davis Branch Mitigation Bank Site	

Extended Description :

Mitigation Bank Credits / DWWM as outlined on the attached specifications

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Wetland credits in ILF SSA 4	1.00000	EA	\$54,000.00	\$54,000.00

Comm Code	Manufacturer	Specification	Model #
94131501	EBX-EM	Davis Branch Mitigation Bank Site	

Extended Description :

Mitigation Bank Credits / DWWM as outlined on the attached specifications

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Stream credits in ILF SSA 5	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description :

Mitigation Bank Credits / DWWM as outlined on the attached specifications

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Wetland credits in ILF SSA 5	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501			

Extended Description :

Mitigation Bank Credits / DWWM as outlined on the attached specifications

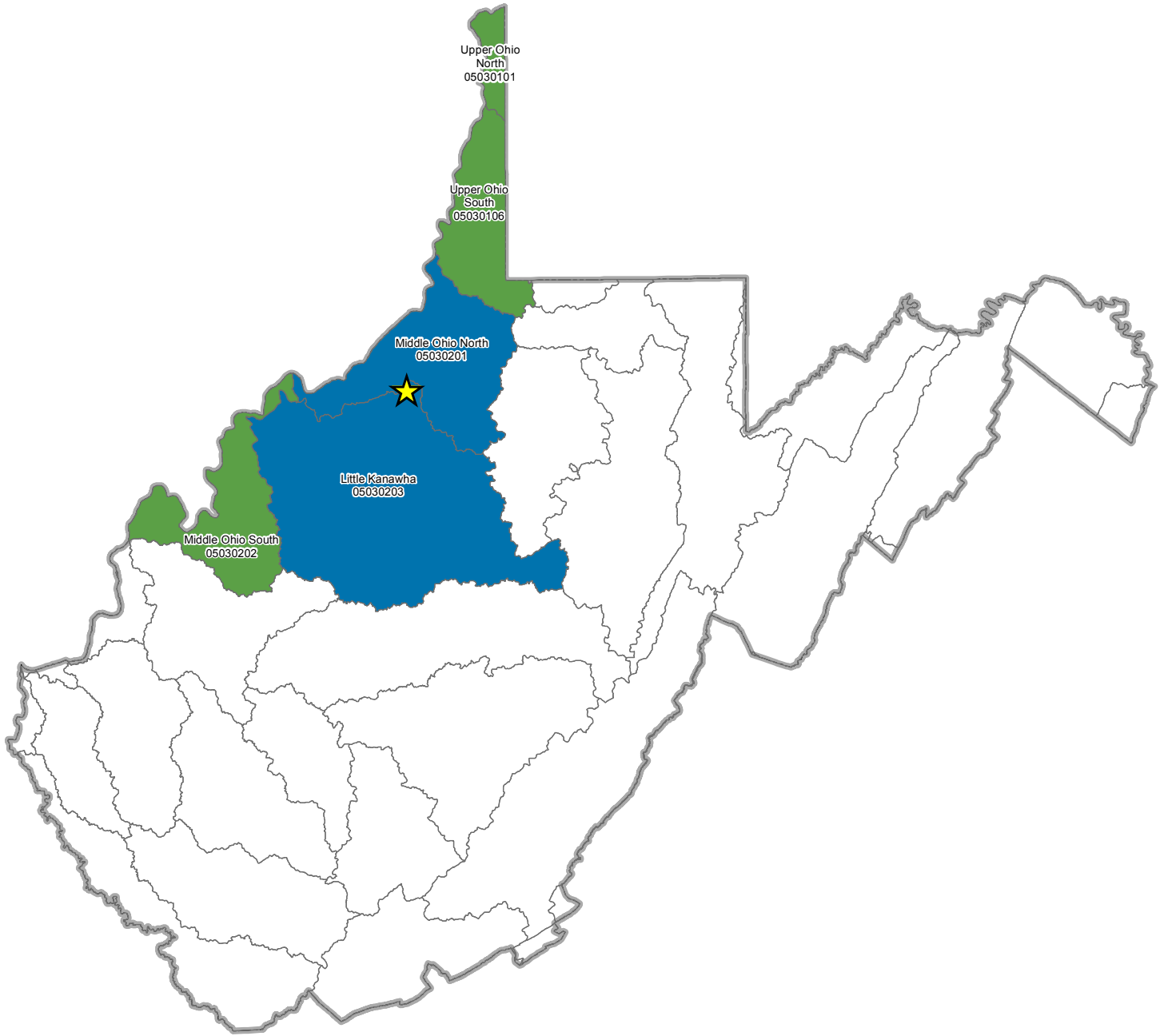
DEP1900000035	Document Phase Final	Document Description Addendum 1-Mitigation Bank Credits	Page 7 of 7
----------------------	--------------------------------	---	------------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions







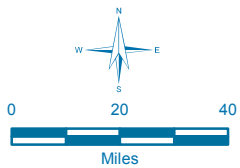
BANK SITE GEOGRAPHIC SERVICE AREAS



Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.

Legend

-  Cline Run Mitigation Bank Site
-  8 Digit HUC Watershed
-  Secondary Service Area
-  Primary Service Area

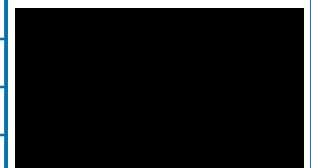


EBX-EM, LLC
Cline Run Mitigation Bank Site
Service Area Map
West Virginia

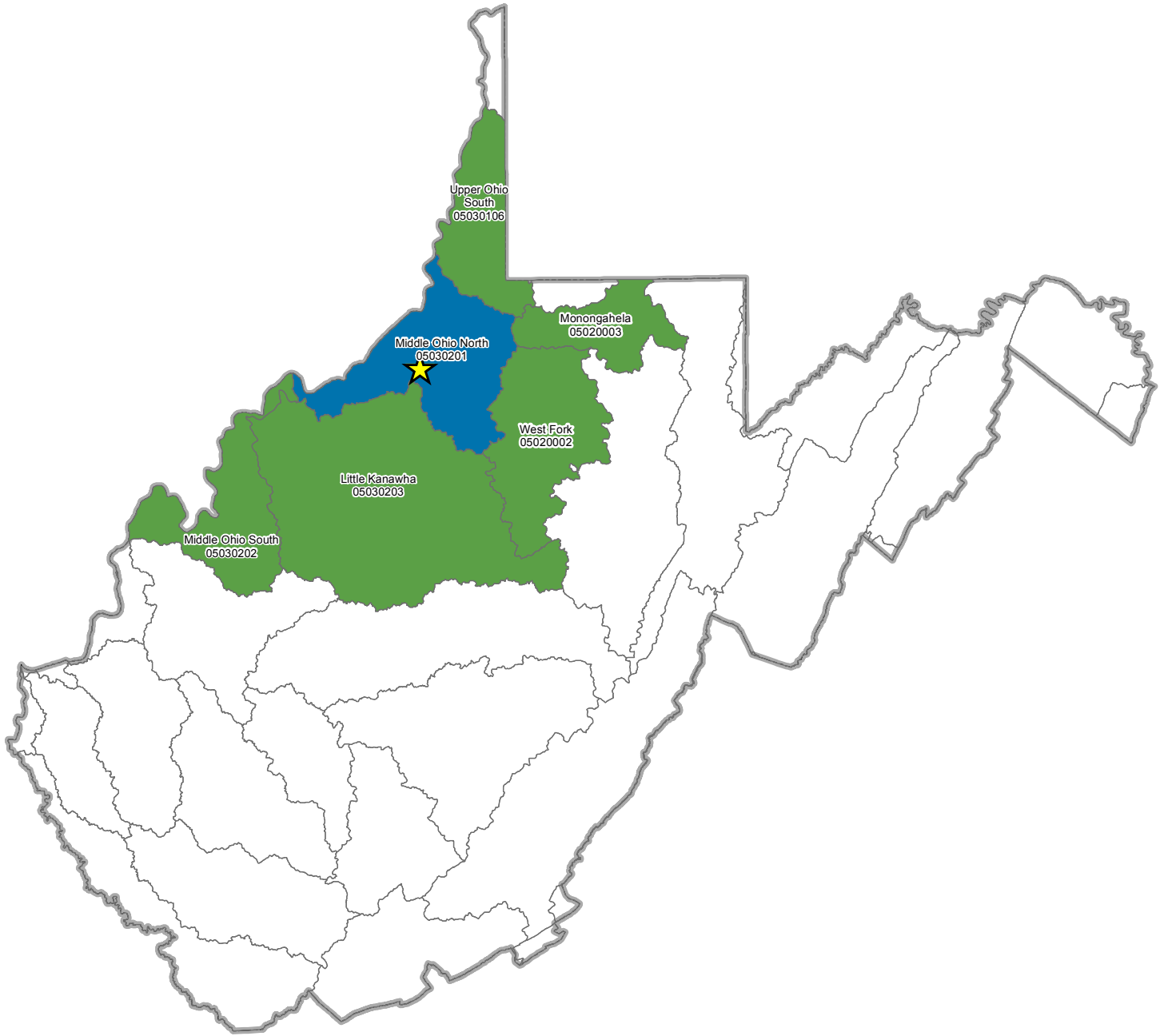
Date: 1/31/2017

Drawn by: KPR





Checked by: JAS



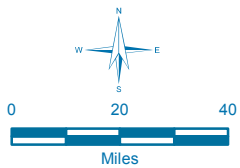
Document Path: F:\GIS\WV\services\DraftMap\Chertus_Service_Area.mxd



Legend

-  Foster Run Mitigation Bank Site
-  8 Digit HUC Watershed
-  Primary Service Area
-  Secondary Service Area

Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.



EBX-EM, LLC

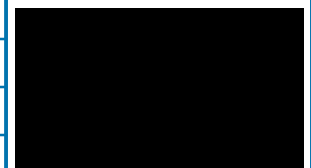
**Foster Run Mitigation Bank Site
Service Area Map**

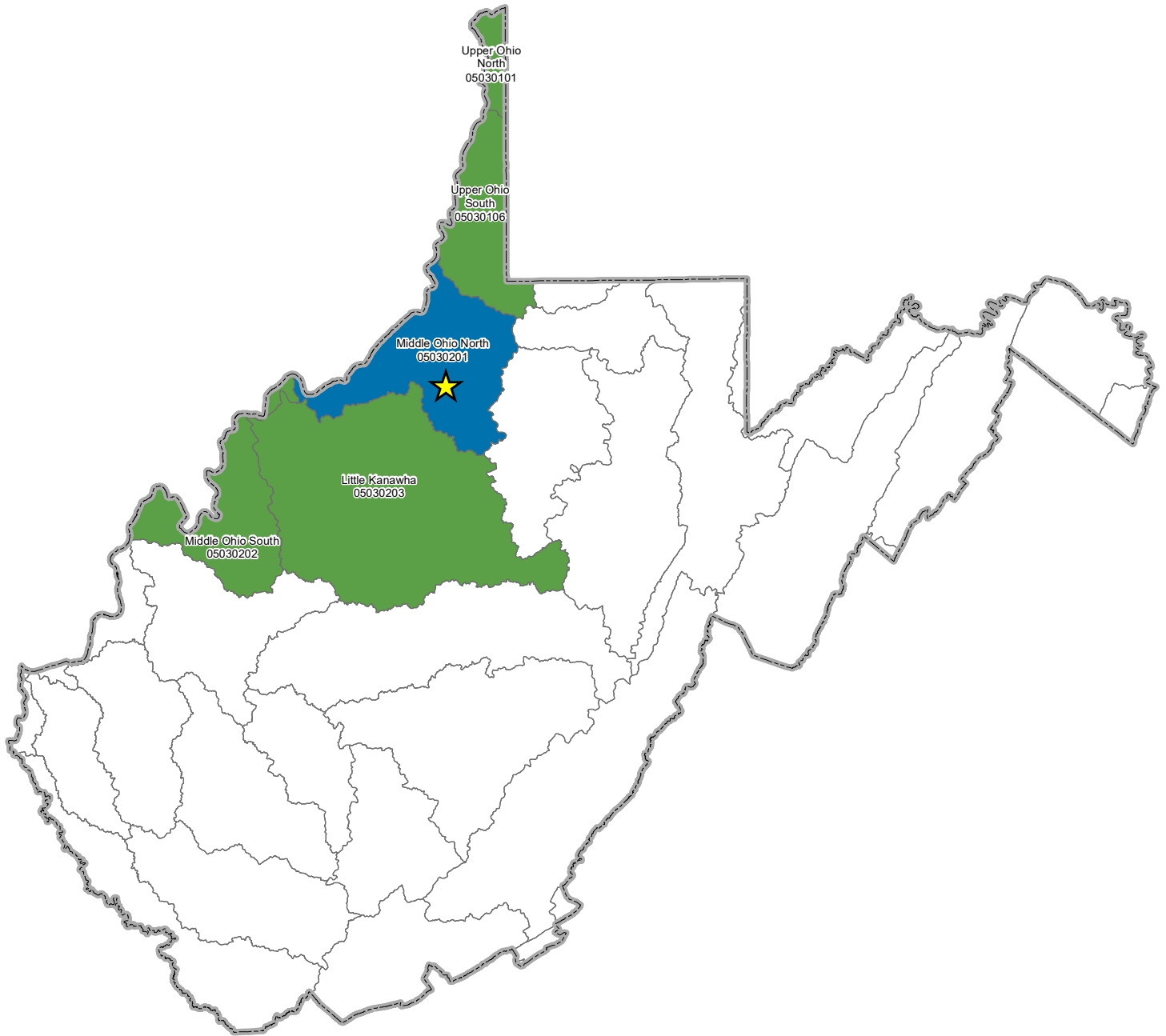
West Virginia

Date: 2/6/2017

Drawn by: KPR




Checked by: JAS

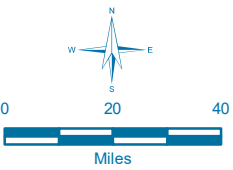




Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.

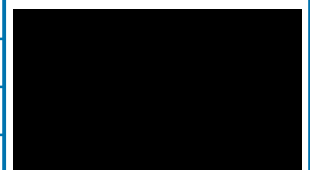
Legend

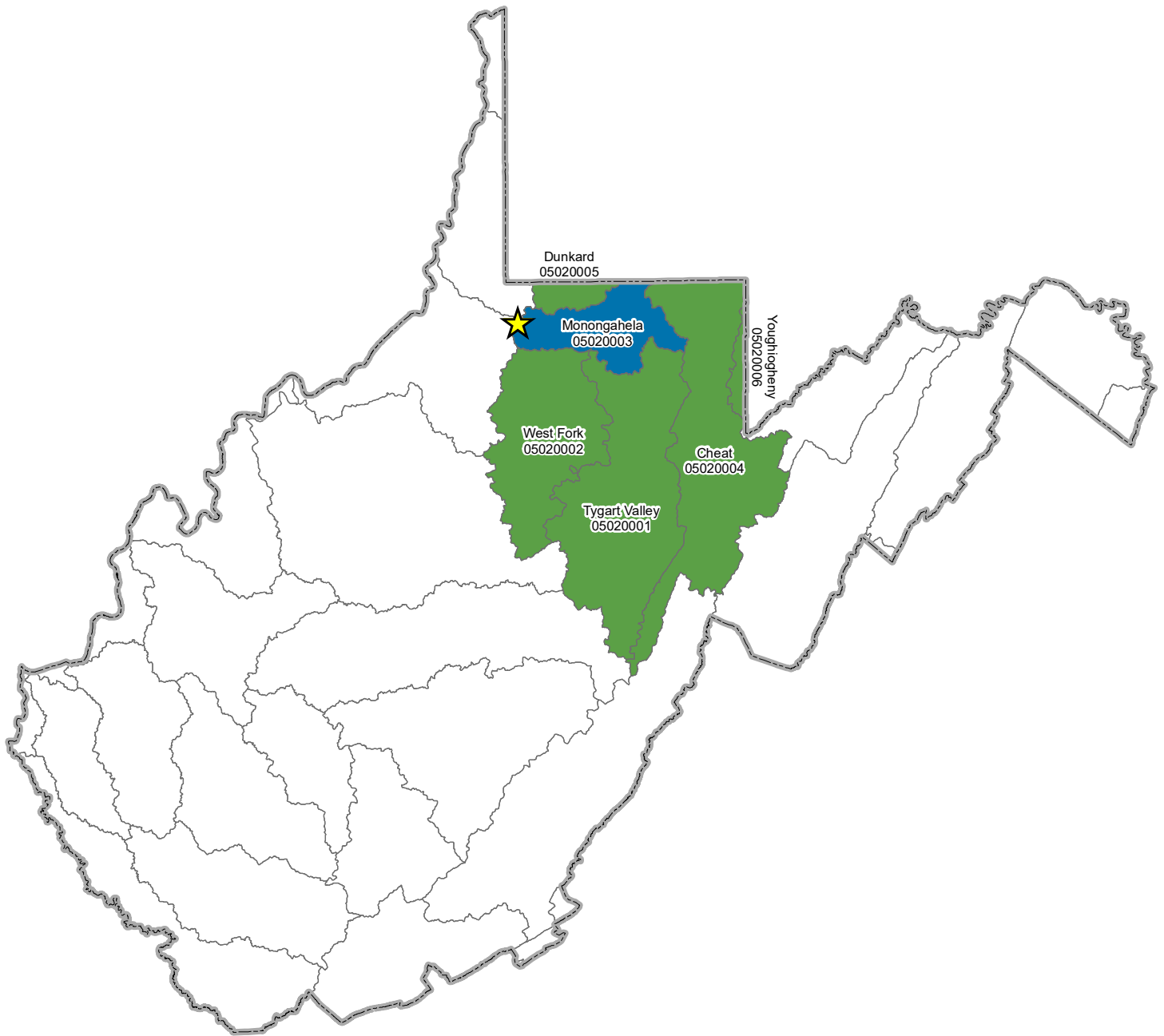
-  Sandy Creek Mitigation Bank Site
-  Primary Service Area
-  Secondary Service Area



EBX-EM, LLC
Sandy Creek Mitigation Bank Site
Service Area Map
West Virginia





Date: 4/8/2019
Drawn by: KPR
Checked by: KLR

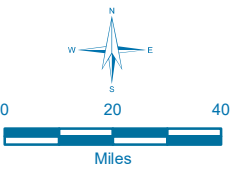




Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.

Legend

-  Seven Pines Mitigation Bank Site
-  8 Digit HUC Watershed
-  Primary Service Area
-  Secondary Service Area

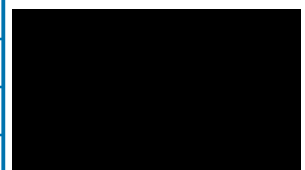


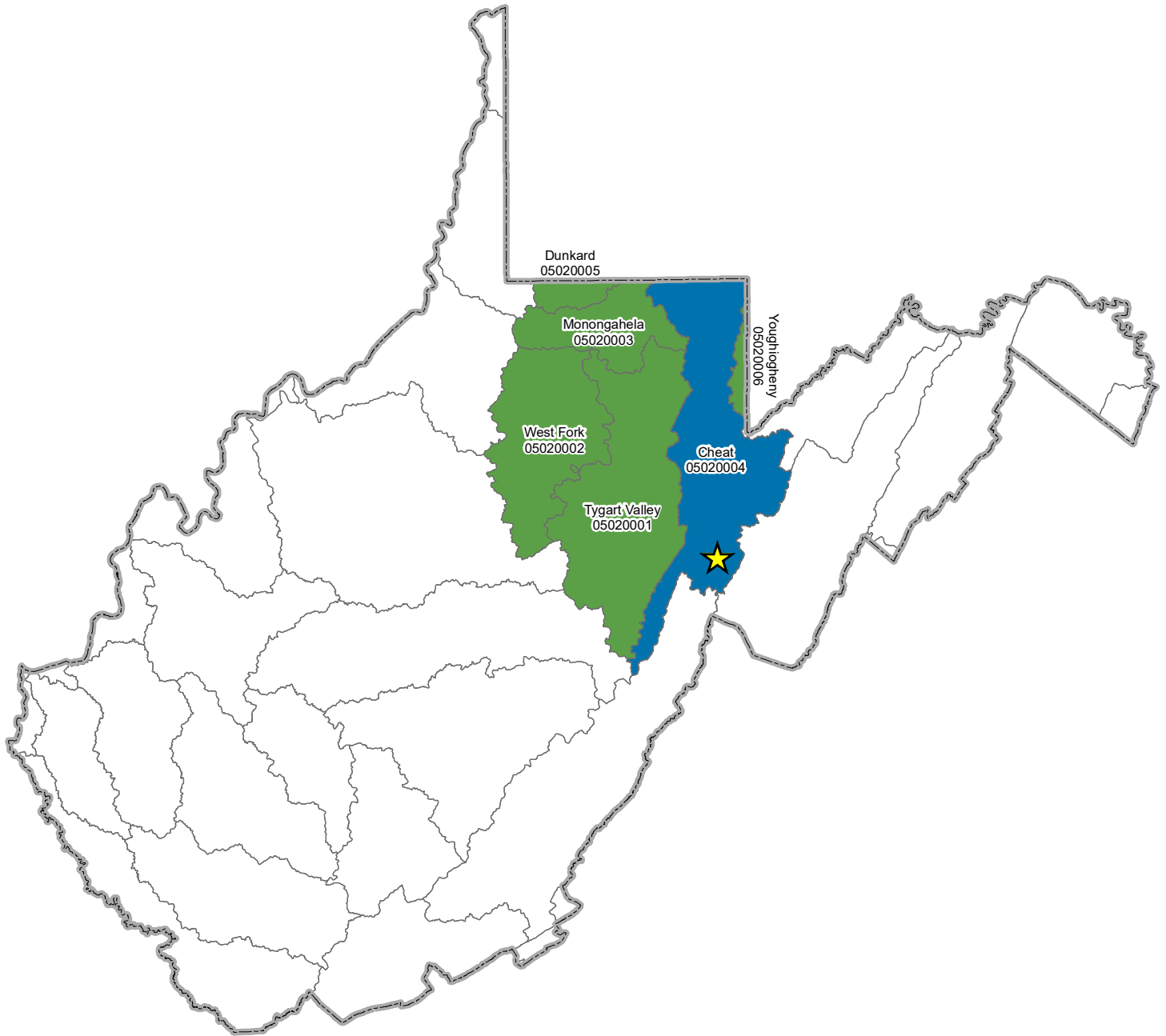
EBX-EM, LLC

**Seven Pines Mitigation Bank Site
Service Area Map**

West Virginia





Date: 6/26/2019
Drawn by: KPR
Checked by: JAS

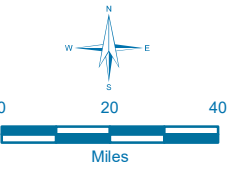




Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.

Legend

-  Randolph-I Mitigation Bank Site
-  8 Digit HUC Watershed
-  Primary Service Area
-  Secondary Service Area



EBX-EM, LLC

**Randolph-I Mitigation Bank Site
Service Area Map**

West Virginia

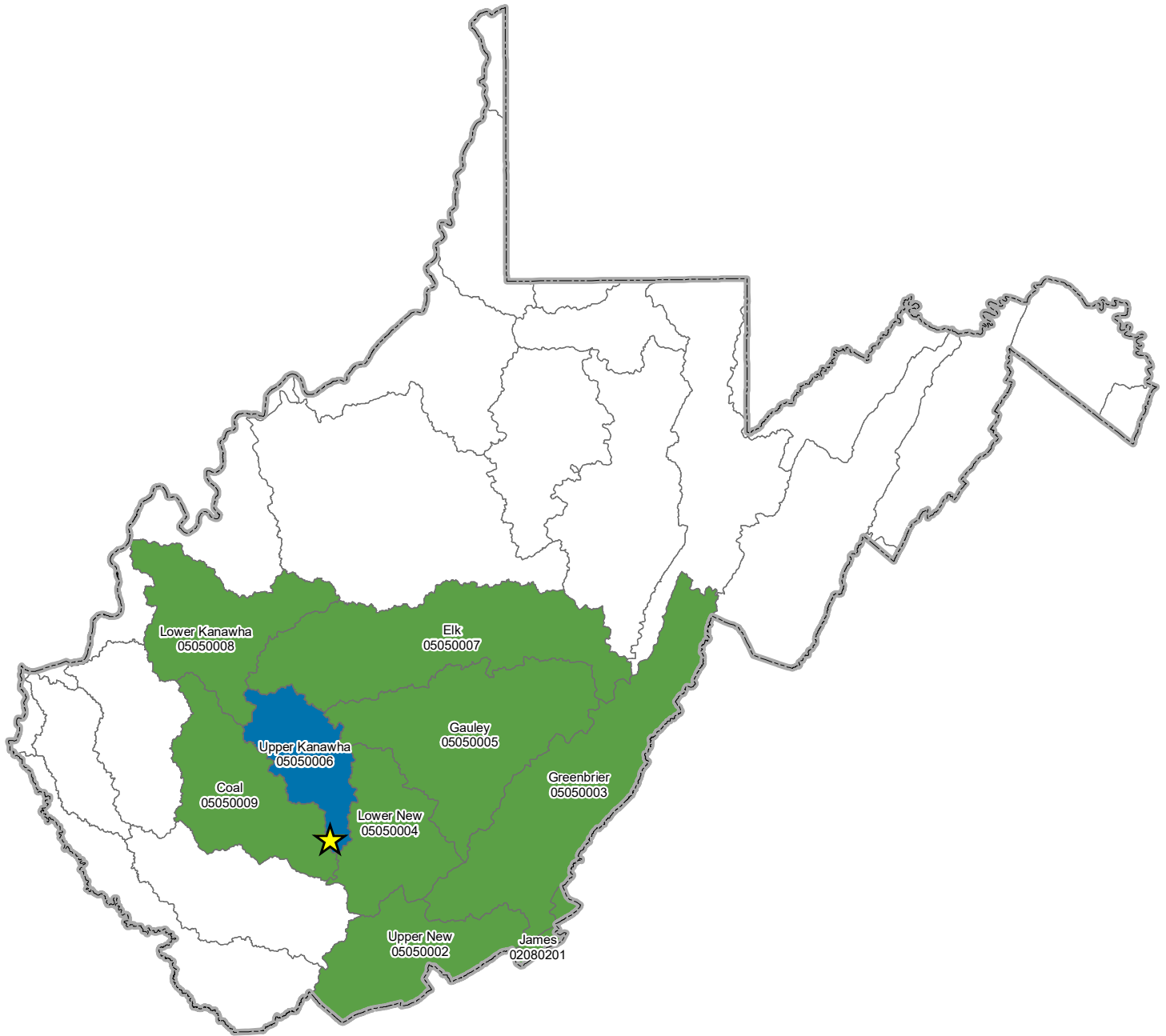
Date: 6/26/2019

Drawn by: KPR

Checked by: JAS







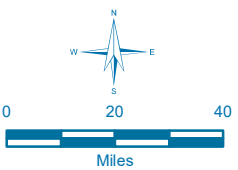
Document Path: D:\GIS\WV\Statewide_Drain\Mapa\Randolph_I_Site\Area.mxd



Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.

Legend

-  Davis Branch Mitigation Bank Site
-  8 Digit HUC Watershed
-  Primary Service Area
-  Secondary Service Area



EBX-EM, LLC
Davis Branch Mitigation Bank Site
Service Area Map

West Virginia

Date: 6/26/2019

Drawn by: KPR

Checked by: JAS





TYPICAL AGREEMENT FOR CREDIT PURCHASE AND SALE

MITIGATION CREDIT SUPPLY AGREEMENT

THIS MITIGATION CREDIT SUPPLY AGREEMENT (this “Agreement”) by and between EBX-EM LLC, a Delaware corporation (“Bank Sponsor”), and [BUYER] (“Buyer”) is effective as of [DATE] (the “Effective Date”).

RECITALS:

WHEREAS, Bank Sponsor has established a mitigation bank known as the [BANK NAME] (the “Bank”) authorized by the United States Army Corps of Engineers (the “Permitting Agency”) pursuant to a West Virginia Umbrella Mitigation Banking Instrument (as amended or modified from time to time, the “Bank Instrument”);

WHEREAS, Bank Sponsor is authorized to operate the Bank and to sell and transfer mitigation credits and/or acres, as described in the Bank Instrument (“Mitigation Credits”), in accordance with and the Bank Instrument; and

WHEREAS, Buyer desires to purchase Mitigation Credits.

THEREFORE, for and in consideration of the premises and the payment set forth herein, Bank Sponsor and Buyer agree to the following terms and conditions:

AGREEMENTS:

1. Purchase of Mitigation Credits.

a. Purchase. Bank Sponsor hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Bank Sponsor, [NUMBER] Mitigation Credits on the terms, and subject to the conditions, set forth herein (the “Purchased Credits”).

b. Purchase Price. The purchase price for the Purchased Credits is \$[] (the “Purchase Price”). Buyer agrees to pay Bank Sponsor the Purchase Price by wire transfer in accordance with Exhibit A or as directed by Buyer no later than five (5) business days after the Effective Date. All amounts paid under this Agreement shall, when paid, be deemed to be fully earned by Bank Sponsor and non-refundable.

c. Default. If Buyer fails to pay the Purchase Price when due then: (i) Bank Sponsor shall not be required to perform hereunder and shall not be responsible for any breach, liability or damages resulting from such non-performance; and (ii) Bank Sponsor may pursue such remedies as may be available at law and in equity and terminate this Agreement. If Bank Sponsor terminates this Agreement, Bank Sponsor shall thereafter be relieved of its responsibilities hereunder and shall have no further obligations to Buyer, ownership of the Purchased Credits shall automatically revert to Bank Sponsor, and Bank Sponsor shall be free to sell the Purchased Credits to one or more third parties.

2. Ownership and Application of Purchased Credits.

a. Ownership. As of the Effective Date, Buyer shall own the Purchased Credits. At any point after the Effective Date, Buyer may request that Bank Sponsor apply the Purchased Credits to a permit by delivering a notice containing the information on Exhibit B to this Agreement (the “Application Notice”). If Exhibit B has been completed on the Effective Date, Buyer shall be deemed to have provided the Application Notice on the Effective Date.

b. Application of Purchased Credits. Upon receipt of the Application Notice, Bank Sponsor shall promptly provide the Permitting Agency with the documentation required by the Bank Instrument to apply the Purchased Credits to the permit specified by Buyer. Buyer is solely responsible for the accuracy of the information provided to Bank Sponsor in the Application Notice. Bank Sponsor shall have neither the duty to confirm the accuracy of the information provided by Buyer nor any liability for inaccurate information.

c. Bank Sponsor Responsibilities. In no event will Bank Sponsor be responsible (i) if the Permitting Agency does not allow the Purchased Credits to be applied to a permit, (ii) for determining the nature or amount of mitigation required by Buyer for any project or permit or by applicable law, or (iii) for compliance with the terms and conditions of any permit ultimately issued to Buyer in connection with any project or otherwise.

3. Miscellaneous.

a. Confidentiality. Neither this Agreement nor the terms hereof may be furnished to any third party without the written consent of all parties, except as may otherwise be required by law or a court of competent jurisdiction; provided, that the

foregoing shall not prohibit the parties from providing this Agreement or the terms hereof to their attorneys, consultants, professional advisors, and current and prospective investors and primary lenders. Buyer acknowledges and agrees that Bank Sponsor may, as part of the process for transferring the Purchased Credits, disclose the information provided by Buyer in the Application Notice to the regulatory authorities. This paragraph shall survive any termination of this Agreement.

b. Governing Law and WAIVER OF JURY TRIAL. This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of Texas, without giving effect to any conflict of laws provisions thereof. Either party may only institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts located in Houston, Texas. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY.

c. Counterparts and Authorization. This Agreement may be signed by facsimile or electronic PDF signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The parties each separately represent that the person signing this Agreement is duly authorized to sign this Agreement.

d. Force Majeure. No party shall be liable or responsible to the other party, or deemed to have breached this Agreement, for any failure or delay in satisfying its obligations hereunder if such failure or delay is attributable to any of the following: strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, orders, laws, regulations, or restrictions, adverse determinations from the Permitting Agency or any other governmental authority, or any other causes which are beyond the reasonable control of the responsible party.

e. Consequential Damages. Notwithstanding any provision of this Agreement to the contrary, no party shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof. Each party expressly agrees that the affiliates, members, partners and shareholders of any defaulting or breaching party hereunder are not jointly, solidarily or severally liable for any costs, expenses, losses or damages arising from such party's breach or default under this Agreement.

f. Notice. All notices to be sent by one party to the other pursuant to this Agreement shall be in email followed up with a notice writing delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth on the signature page. Either party may change its address by notifying the other party in writing of the change of address.

g. Other. Buyer's entering into this Agreement does not give the Buyer rights to monies generated by the Bank, and further, Buyer does not obtain any rights of ownership or use of the real property associated with the Bank or any other property interests of Bank Sponsor or its affiliates. Bank Sponsor may, in its discretion and in lieu of supplying the Purchased Credits, obtain mitigation credits from other mitigation banks and provide those credits to Buyer as long as doing so would not adversely impact Buyer. Paragraphs 3.a and 3.e shall survive the termination of this Agreement.

h. General. Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Bank Sponsor. This Agreement constitutes the entire agreement and understanding between the parties with respect to the purchase and sale of the Purchased Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of either party. This Agreement may not be changed, amended or modified except by an instrument in writing signed by both parties. The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal. This Agreement is not intended to create, and it shall not create, any partnership, joint venture, or similar arrangement between Buyer and Bank Sponsor. No party's failure or delay in exercising any of its rights hereunder will constitute a waiver of such rights unless expressly waived in writing.

[Signature Page Follows]

The parties have executed this Agreement effective as of the Effective Date.

BANK SPONSOR:

EBX-EM LLC,
a Delaware limited liability company

By: Environmental Banc & Exchange, LLC,
a Maryland limited liability company,
its manager

By: Resource Environmental Solutions, LLC,
a Louisiana limited liability company,
its manager

By: _____

Name: _____

Title: _____

Date: _____

[BUYER]

By: _____

Name: _____

Date: _____

Address: _____

Exhibit A

Bank: Iberia Bank
11 Greenway Plaza
Suite 2900
Houston, TX 77046

Routing No.: 265-270-413

Account No.: 20000-575453

Account Name: Resource Environmental Solutions, LLC Checking Account

For questions, please call Thomas Judice with Bank Sponsor at (225) 372-6113; or Yvonne Robinson with Iberia Bank at (713) 624-7715.

Exhibit B

Buyer Information:	[Name, address and phone number]
Permitting Agency:	[Name, address and phone number]
Permit Application Number and Date:	[Fill in]
Project Name & Location:	[Fill in]
Brief Description of Impacts to be Mitigated by the Credits:	[For example, impact on [x] wetlands, etc.]



PURCHASING AFFIDAVIT

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate, or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: EBX-EM

Authorized Signature: *Michael Sachs* Date: 7/2/2019

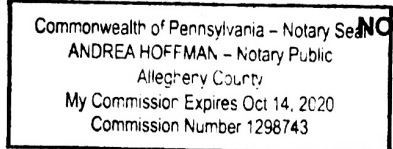
State of PA

County of Allegheny, to-wit: Michael Sachs

Taken, subscribed, and sworn to before me this 2 day of July, 2019

My Commission expires Oct 14, 2020

AFFIX SEAL HERE



NOTARY PUBLIC

Andrea Hoffman

Purchasing Affidavit (Revised 01/19/2018)



DISCOLOSURE OF INTRESTED PARTIES TO CONTRACTS

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: EBX-EM Address: 137 1/2 East Main Street, Suite 210

Oak Hill, WV 25901

Name of Authorized Agent: Michael Sachs, PE Address: 33 Terminal Way, Suite 445A Pittsburgh, PA 15219

Contract Number: CRFQ 0313 DEP 1900000035 Contract Description: Mitigation Bank Credits

Governmental agency awarding contract: State of West Virginia - Environmental Protection Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

EBX-EM is a wholly-owned subsidiary of Resource Environmental Solutions, LLC

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

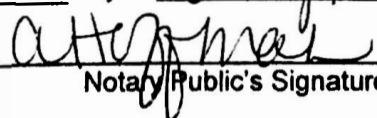
Date Signed: 7/2/2019

Notary Verification

State of Pennsylvania, County of Allegheny:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 2 day of July, 2019


Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

Commonwealth of Pennsylvania - Notary Seal
ANDREA HOFFMAN - Notary Public
Allegheny County
My Commission Expires Oct 14, 2020
Commission Number 1298743



COMMERCIAL GENERAL LIABILITY INSURANCE DOCUMENTATION



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/26/2019

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, Suite 1000 Denver CO 80202 USA	CONTACT NAME: PHONE (A/C. No. Ext): (303) 758-7688 FAX (A/C. No.): (303) 758-9458	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED EBX-EM LLC 137½ East Main Street, Suite 210 Oak Hill WV 25901 USA	INSURER A: United States Fire Insurance Co. 21113	
	INSURER B: Liberty Insurance Corporation 42404	
	INSURER C: Scottsdale Ins Company 41297	
	INSURER D: Colony Insurance Company 39993	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570077087403** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VRS0003679	12/31/2018	12/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$350,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$25,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			133-744988-7	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			VES0002667 Occurrence Basis	12/31/2018	12/31/2019	EACH OCCURRENCE AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	wc7291470057019	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Env Contr Prof			VRS0003679 Prof/Poll - Claims Made	12/31/2018	12/31/2019	Ea Claim / Cvg \$1,000,000 Aggregate \$2,000,000 Deductible \$25,000

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

CERTIFICATE HOLDER	CANCELLATION
EBX-EM, LLC 137½ East Main Street, Suite 210 Oak Hill WV 25901 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Certificate No : 570077087403



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED EBX-EM LLC	
POLICY NUMBER See Certificate Number: 570077087403			
CARRIER See Certificate Number: 570077087403	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
D				EX04223659 1st XS 15x10 colony	12/31/2018	12/31/2019	Aggregate	\$15,000,000
							Each Occurrence	\$15,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED EBX-EM LLC	
POLICY NUMBER See Certificate Number: 570077087403			
CARRIER See Certificate Number: 570077087403	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Named Insured Schedule

Bayou Paul Mitigation Area, LLC
 Carolina Heelsplitter Conversation, LLC
 CBAY-VA, LLC
 Coastal Louisiana Resource, LLC
 EBX-EM, LLC
 EBX-GCW, LLC
 EBX-Neuse I, LLC
 EBX Mountain Run, LLC
 EBX-Waccamaw, LLC
 EBX Resource Banking, LLC
 Ecological Restoration Services, LLC
 Eighth Louisiana Resource, LLC
 Environmental Banc Exchange, LLC (EBX)
 Fifth Louisiana Resource, LLC
 First California Resource, LLC
 First Indiana Resource, LLC
 First Louisiana Resource, LLC
 RES Texas Mitigation, LLC
 First Texas Resource, LLC
 First Pennsylvania Resource, LLC
 First West Virginia Resource, LLC
 Fourth Louisiana Resource, LLC
 HGS LLC dba Angler Environmental
 Resource Project Specific Mitigation, LLC
 RLF Angleton Properties, LLC
 Second Louisiana Resource, LLC
 Seventh Louisiana Resource, LLC
 Sixth Louisiana Resource, LLC
 Third Louisiana Resource, LLC
 Third Texas Resource, LLC
 Wingnut Interests, LLC
 RES-Pac, Inc.
 Louisiana Pecans, LLC
 RES-Holding Company
 Potamoi Holdings, LLC
 RES Mitigation, LLC
 GDS, LLC
 Earthmark WV Mitigations, LLC
 Chesapeake Wetland Mitigation Bank
 Colonel Land, LLC
 Bunker Root Bear Stand, LLC
 Center for Restoration
 Greenbanx, LLC
 Red Brick Arrow, LLC
 CAT Island Conservancy, LLC



ADDENDUM ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0313 DEP 1900000035

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.

EBX-EM, LLC

Company

M. H. Ad

Authorized Signature

7/2/2019

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012