



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

[General Information](#)
[Contact](#)
[Default Values](#)
[Discount](#)
[Document Information](#)
[Clarification Request](#)

Procurement Folder: 1675888

Procurement Type: Central Purchase Order

Vendor ID: 55900840813

Legal Name: TerraXplorations, Inc.

Alias/BA:

Total Bid: 551,843.50

Response Date: 8/5/2025

Response Time: 15:47

Responded By User ID: 30000

First Name: Kristi

Last Name: Jackson

Email: tjac@terraxplorations.com

Phone: 2852422256

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP250000013

Published Date: 10/1/25

Close Date: 2/13/25

Close Time: 12:58

Status: Closed

Solicitation Description: AML Phase I Archaeological Survey N Fork of Blackwater AMD

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia  
Solicitation Response

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

Solicitation Closes	Solicitation Response	Version
2025-02-13 13:30	SR 0313 ESR02052500000004832	1

**VENDOR**  
VS0000043613  
TerraXplorations, Inc.

**Solicitation Number:** CRFQ 0313 DEP2500000013  
**Total Bid:** 51843.5599999999767169356346 **Response Date:** 2025-02-05 **Response Time:** 15:43:02  
**Comments:**

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

<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Archaeological services				51843.56

Comm Code	Manufacturer	Specification	Model #
81151705			

**Commodity Line Comments:**

**Extended Description:**

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



# RESPONSE TO CRFQ 0313 DEP2500000013: PHASE I ARCHAEOLOGICAL SURVEY TO BE CONDUCTED AT THE PROPOSED NORTH FORK OF BLACKWATER ACID MINE DRAINAGE (AMD) TREATMENT SITE, TUCKER COUNTY, WEST VIRGINIA

PREPARED BY  
TERRAXPLORATIONS, INC.

PREPARED FOR  
WEST VIRGINIA PURCHASING DIVISION  
AND  
DEPARTMENT OF ENVIRONMENTAL PROTECTION,  
OFFICE OF ABANDONED MINE LANDS  
(WVDEP-AML)



Helping our clients through  
the cultural resource process



Doing the best job  
in every situation



Advancing  
our employees

FEBRUARY 2025

TerraXplorations, Inc.  
3120 University Blvd. E  
Tuscaloosa, AL 35404  
[www.terraxplorations.com](http://www.terraxplorations.com)



# TERRAXPLORATIONS, INC.

*Leading the future in recording America's past*

January 31, 2025

West Virginia Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

*Re: Phase I Archaeological Survey to be conducted at the proposed North Fork of Blackwater Acid Mine Drainage (AMD) Treatment site, CRFQ 0313 DEP2500000013*

Dear Joseph E Hager,

The following is a response to the request for bid for a Phase I Archaeological Survey to be conducted at the proposed North Fork of Blackwater Acid Mine Drainage (AMD) Treatment site by TerraXplorations, Inc. (TerraX). TerraX is a small business, full-service cultural resource management (CRM) firm that has served the Southeast for 13 years. Our main office and laboratory is based in Tuscaloosa, Alabama. Additionally, we have field offices in Florida, Georgia, Louisiana, North Carolina, and Tennessee. If selected for this contract, field operations would be based out of our Durham, North Carolina field office. TerraX has the capability and resources to complete this project on time, on budget, and to the highest standards of the CRM industry. We can provide all necessary personnel and equipment to conduct the proposed project for a sum total of **\$51,843.56**. Please see our proposal for further information.

Sincerely,

Paul D. Jackson, MA, RPA  
Project Manager  
Owner and Senior Archaeologist  
[pdjackson@terraexplorations.com](mailto:pdjackson@terraexplorations.com)  
205-799-5638

1908 Cannon Dr.  
Durham, NC 27705

225.348.6001  
[www.terraexplorations.com](http://www.terraexplorations.com)

Helping our clients through the cultural resource process    Doing the best job in every situation    Advancing our employees

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

State of West Virginia  
Centralized Request for Quote  
Consulting

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

BID RECEIVING LOCATION

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

VENDOR

**Vendor Customer Code:** VS0000043613  
**Vendor Name :** TerraXplorations, Inc.  
**Address :** 3523  
**Street :** 18th Ave NE  
**City :** Tuscaloosa  
**State :** AL **Country :** USA **Zip :** 35406  
**Principal Contact :** Paul D. Jackson  
**Vendor Contact Phone:** 205-799-5638 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Kristi Jackson, CFO  
205-242-2250  
kjackson@terraxplorations.com

**Vendor  
Signature X**

**FEIN#** 45-4606273

**DATE** Feb. 3, 2025

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Archaeological services				

Comm Code	Manufacturer	Specification	Model #
81151705			

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

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

	Document Phase	Document Description	Page 3
DEP2500000013	Final	AML-Phase I Archaeological Survey N Fork of Blackwater AMD	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
Centralized Request for Quote  
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2025-01-16	2025-02-04 13:30	CRFQ 0313 DEP2500000013	1

BID RECEIVING LOCATION

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

VENDOR

**Vendor Customer Code:** VS0000043613

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**Street :** 18th Ave NE

**City :** Tuscaloosa

**State :** AL **Country :** USA **Zip :** 35406

**Principal Contact :** Paul D. Jackson

**Vendor Contact Phone:** 205-799-5638 **Extension:**

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

Kristi Jackson, CFO  
205-242-2250  
kjackson@terraexplorations.com

**Vendor  
Signature X**

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



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

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

Submission Deadline: 01/23/2025 @ 4:00 PM ET

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

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

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids 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.: CRFQ 0313 DEP2500000013

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: 02/04/2025 @ 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.

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ MA/MS in Archaeology or Anthropology.

☐

☐

☐

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Paul D. Jackson

(Address) 3523 18th Ave NE, Tuscaloosa, AL 35406

(Phone Number) / (Fax Number) 205-799-5638

(email address) pdjackson@terraxplorations.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.

TerraXplorations, Inc.

(Company)

(Signature of Authorized Representative)

Kristi Jackson, CFO, Feb. 3, 2025

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

205-242-2250

(Phone Number) (Fax Number)

kjackson@terraxplorations.com

(Email Address)

## ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0313 DEP2500000013

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 checked="" 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.

**TerraXplorations, Inc.**

Company

Authorized Signature

**Feb. 3, 2025**

Date

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

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

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**SPECIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

**4. MANDATORY REQUIREMENTS:**

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

**4.1.1 Phase I Survey Literature Search**

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

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

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

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

**4.1.2 Phase I Archaeological Survey**

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

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

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

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

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

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



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

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

**4.1.3 Deliverables**

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

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

**5. CONTRACT AWARD:**

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

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

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

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

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

---

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

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

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

**11. VENDOR DEFAULT:**

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

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

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

---

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

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

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

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

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

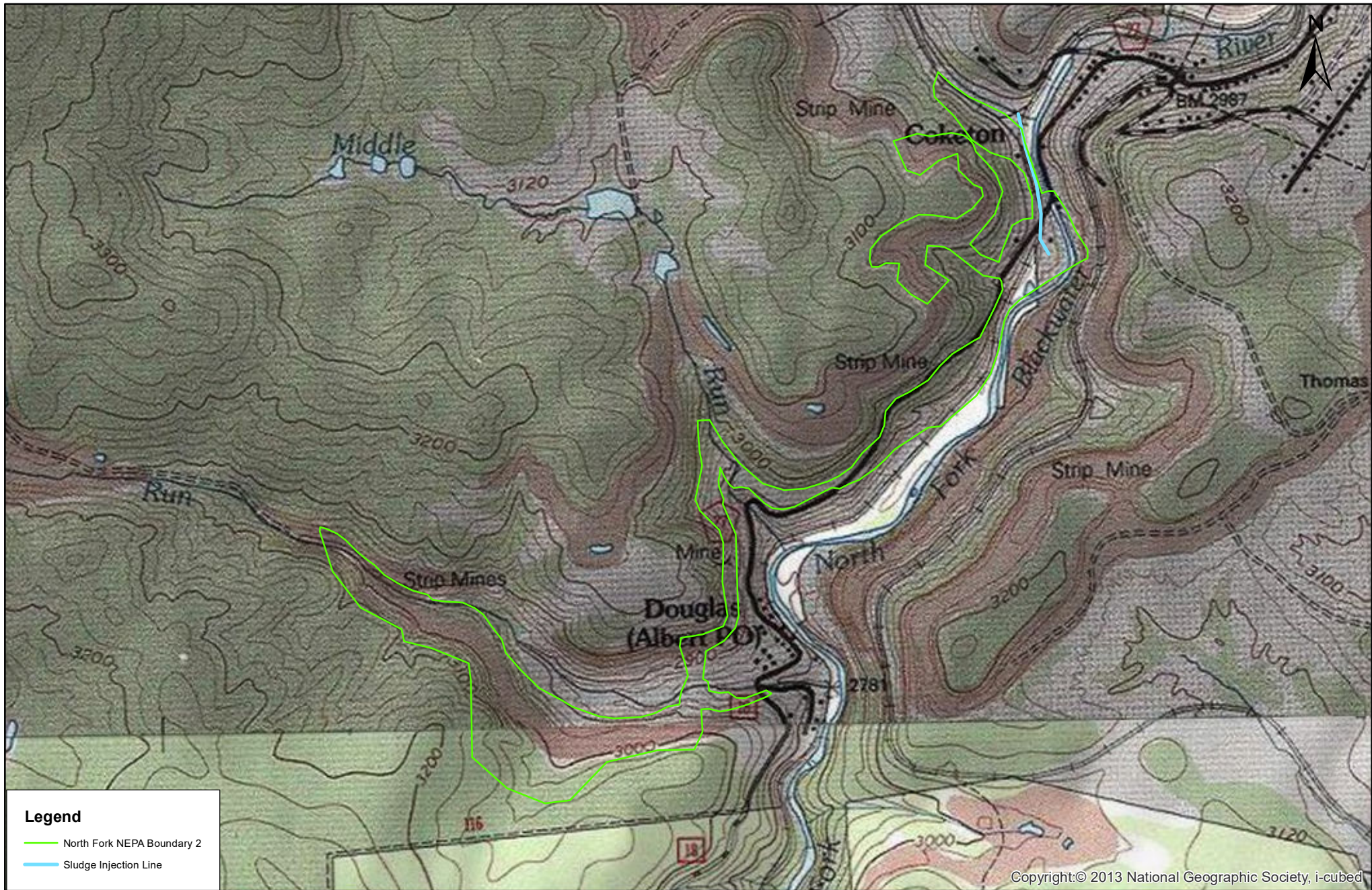
**12. MISCELLANEOUS:**

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

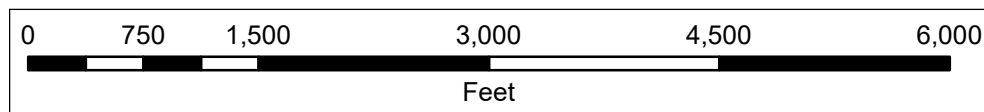
<b>Contract Manager:</b>	<u>Paul D. Jackson</u>
<b>Telephone Number:</b>	<u>205-799-5638</u>
<b>Fax Number:</b>	<u>n/a</u>
<b>Email Address:</b>	<u>pdjackson@terraxplorations.com</u>



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

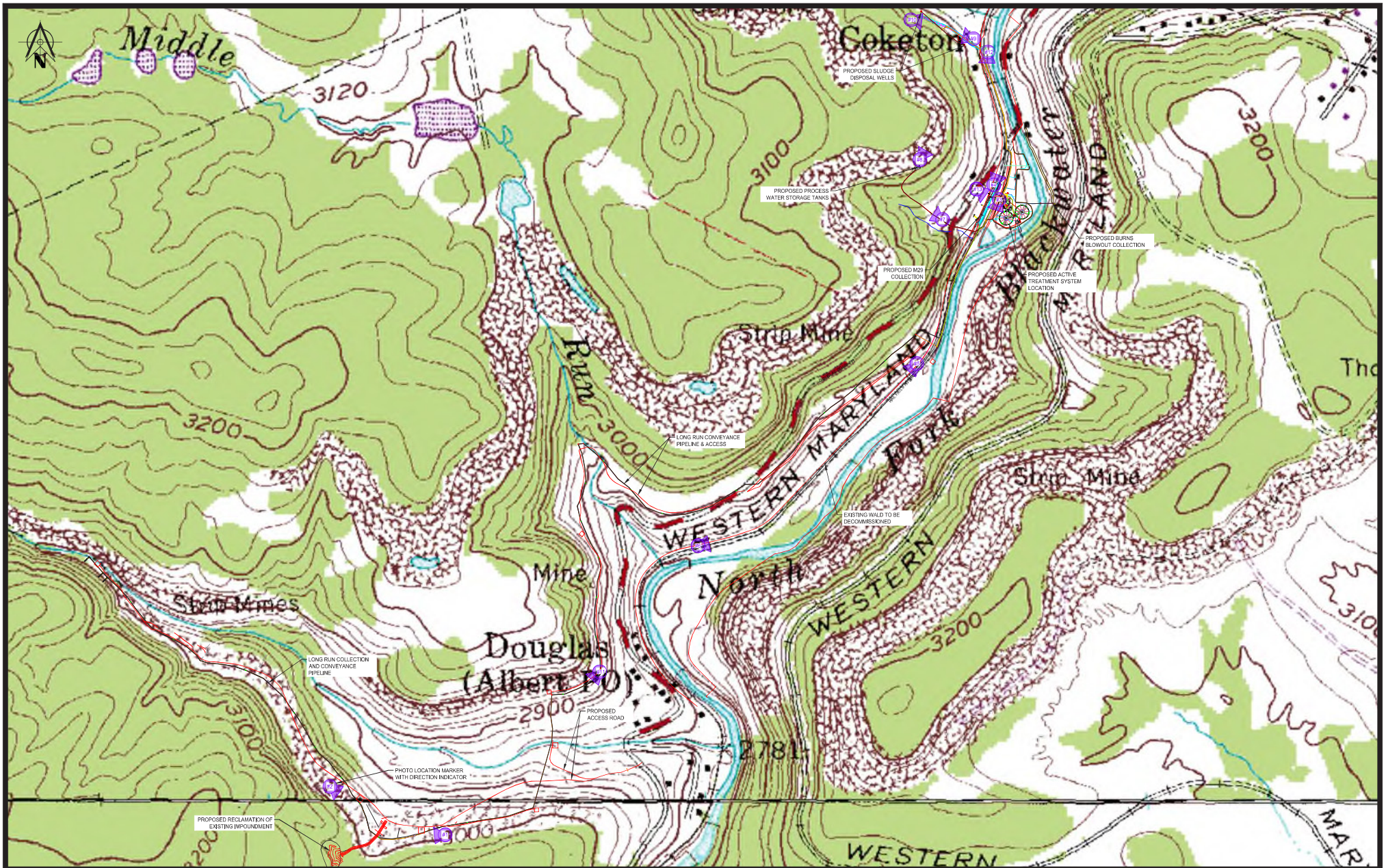


Lead Mine Quadrangle  
Latitude: 39° 8' 14"



TuckerCounty  
Longitude: 79° 30' 39"





BioMost, Inc.  
Mining & Reclamation Services  
432 Sierra Street E.  
Morgantown, PA 10940  
www.biomost.com



FRIENDS OF BLACKWATER  
PO BOX 247  
57 DOUGLAS RD  
THOMAS, WEST VIRGINIA 26292  
OFFICE: 1-304-946-7961

DESIGNED BY: CAN  
DRAWN BY: CAN  
CHECKED BY: XXX  
APPROVED BY: XXX



#### REVISIONS

DATE	BY	✓

#### NORTH FORK ACTIVE TREATMENT PLANT

TUCKER COUNTY, WEST VIRGINIA

#### SHPO MAP

SCALE: 300' 150' 0' 300'  
UNLESS OTHERWISE NOTED

DATE: JUNE 2023

PRELIMINARY  
FOR DISCUSSION  
PURPOSES ONLY

SHT. NO.

1

TOTAL




1



Untitled Map

Write a description for your map.

**Legend**

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





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



Lead Mine Quadrangle  
Latitude: 39° 8' 14"

TuckerCounty  
Longitude: 79° 30' 39"



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

State of West Virginia  
Centralized Request for Quote  
Consulting

**Proc Folder:** 1575860

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

**Reason for Modification:**

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

**Proc Type:** Central Purchase Order

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

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000043613

**Vendor Name :** TerraXplorations, Inc.

**Address :** 3523

**Street :** 18th Ave NE

**City :** Tuscaloosa

**State :** AL

**Country :** USA

**Zip :** 35406

**Principal Contact :** Paul D. Jackson

**Vendor Contact Phone:** 205-799-5638

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

Kristi Jackson, CFO  
205-242-2250  
kjackson@terraxplorations.com

**Vendor  
Signature X**

**FEIN#** 45-4606273

**DATE** Feb. 3, 2025

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



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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Archaeological services				

Comm Code	Manufacturer	Specification	Model #
81151705			

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

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

	Document Phase	Document Description	Page 3
DEP2500000013	Final	AML-Phase I Archaeological Survey N Fork of Blackwater AMD	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
Centralized Request for Quote  
Consulting

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**BID RECEIVING LOCATION**

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joseph.e.hageriii@wv.gov

Kristi Jackson, CFO  
205-242-2250  
kjackson@terraexplorations.com

**Vendor  
Signature X**

**FEIN#** 45-4606273

**DATE** Feb. 3, 2025

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Archaeological services				

Comm Code	Manufacturer	Specification	Model #
81151705			

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Phase I Archaeological Survey to be conducted at the proposed North Fork of Blackwater Acid Mine Drainage (AMD) Treatment site.  
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<b>SCHEDULE OF EVENTS</b>		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>

**SOLICITATION NUMBER:** CRFQ 0313 DEP25000000213

**Addendum Number:**

**No.01**

---

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 CRFQ DEP25\*13 AML Phase I Archeological Survey N Fork Blackwater**

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

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

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

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

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

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

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

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

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

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

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

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



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DEP25\*13**

**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.

TerraXplorations, Inc. Kristi Jackson, CFO

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

Feb. 3, 2025

\_\_\_\_\_  
Date

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

Revised 6/8/2012



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

State of West Virginia  
Centralized Request for Quote  
Consulting

**Proc Folder:** 1575860

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

**Reason for Modification:**

Addendum #2 issued to upload GIS Shapefiles to the header of wvOasis for vendors to download and vie..... See Page 2 for complete info

**Proc Type:** Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2025-01-31	2025-02-13 13:30	CRFQ 0313 DEP2500000013	3

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000043613

**Vendor Name :** TerraXplorations, Inc.

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**Street :** 18th Ave NE

**City :** Tuscaloosa

**State :** AL

**Country :** USA

**Zip :** 35406

**Principal Contact :** Paul D. Jackson

**Vendor Contact Phone:** 205-799-5638

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

Kristi Jackson, CFO  
205-242-2250  
kjackson@terraexplorations.com

**Vendor  
Signature X**

**FEIN#** 45-4606273

**DATE** Feb. 3, 2025

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

**Reason for Modification:**

Addendum #2 issued to upload GIS Shapefiles to the header of wvOasis for vendors to download and view and to extend the bid close date until 2/13/2025 @ 1:30 PM ET.

**ADDITIONAL INFORMATION**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Archaeological services				

Comm Code	Manufacturer	Specification	Model #
81151705			

**Extended Description:**

Phase I Archaeological Survey to be conducted at the proposed North Fork of Blackwater Acid Mine Drainage (AMD) Treatment site.

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**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page 3
DEP2500000013	Final	AML-Phase I Archaeological Survey N Fork of Blackwater AMD	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
Centralized Request for Quote  
Consulting

**Proc Folder:** 1575860

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

**Reason for Modification:**

Addendum #2 issued to upload GIS Shapefiles to the header of wvOasis for vendors to download and vie..... See Page 2 for complete info

**Proc Type:** Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2025-01-31	2025-02-13 13:30	CRFQ 0313 DEP2500000013	3

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000043613

**Vendor Name :** TerraXplorations, Inc.

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**Street :** 18th Ave NE

**City :** Tuscaloosa

**State :** AL

**Country :** USA

**Zip :** 35406

**Principal Contact :** Paul D. Jackson

**Vendor Contact Phone:** 205-799-5638

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

Kristi Jackson, CFO  
205-242-2250  
kjackson@terraxplorations.com

**Vendor  
Signature X**

**FEIN#** 45-4606273

**DATE** Feb. 3, 2025

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

**Reason for Modification:**

Addendum #2 issued to upload GIS Shapefiles to the header of wvOasis for vendors to download and view and to extend the bid close date until 2/13/2025 @ 1:30 PM ET.

**ADDITIONAL INFORMATION**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Archaeological services				

Comm Code	Manufacturer	Specification	Model #
81151705			

**Extended Description:**

Phase I Archaeological Survey to be conducted at the proposed North Fork of Blackwater Acid Mine Drainage (AMD) Treatment site.

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**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
-------------	--------------	-------------------

# SOLICITATION NUMBER: CRFQ 0313 DEP2500000013

## Addendum Number:

No.02

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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 area maps as well as upload all available GIS shapefiles to wvoasis for vendors to download. However, in order for vendors to view the shapefiles, they must have an ARCGIS program.
2. To extend the bid close date until 2/13/2025 @ 1:30 PM ET

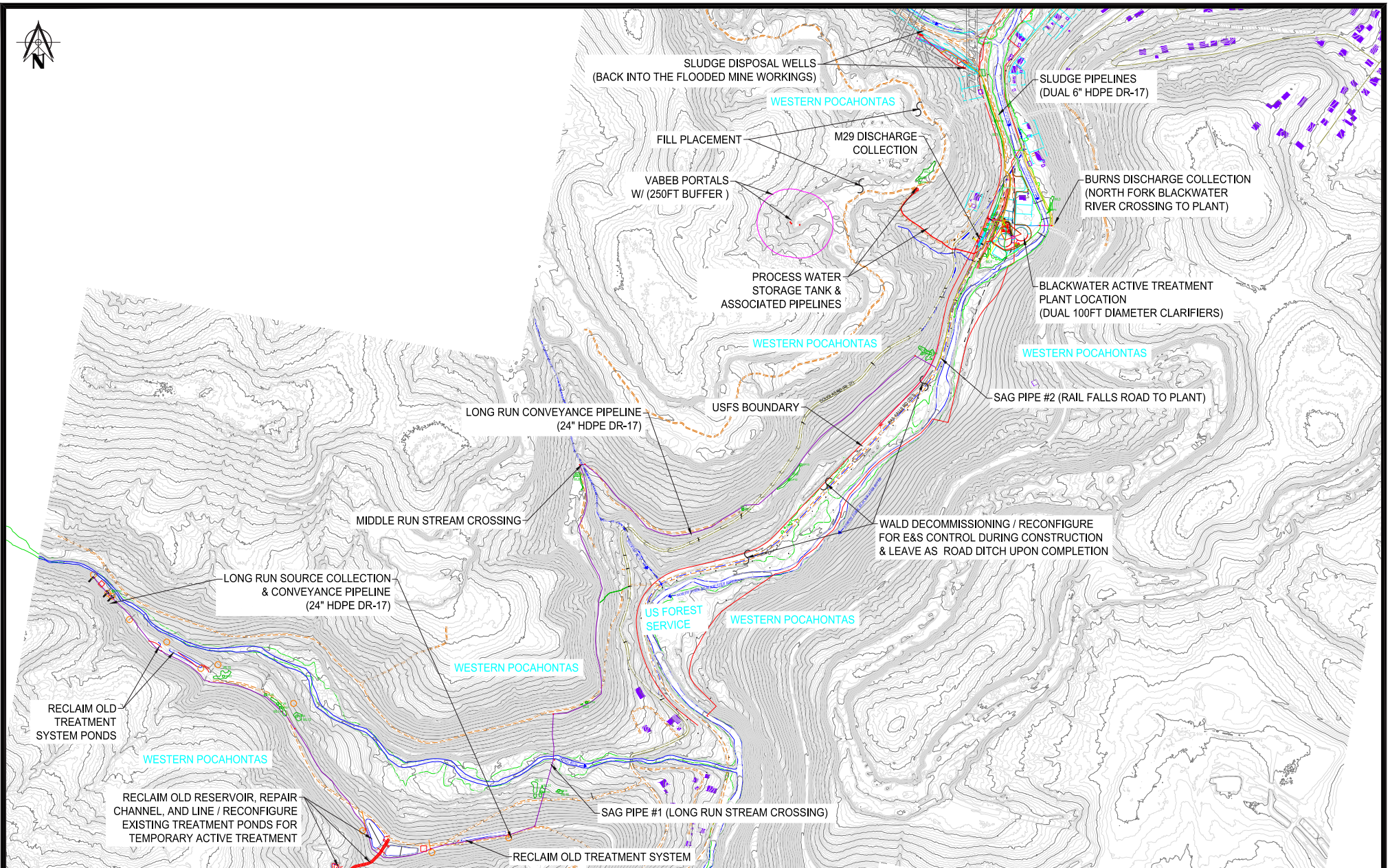
**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### 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





BioMost, Inc.  
Mining & Reclamation Services  
434 Spring Street East  
Morgantown, PA 16960  
www.biomost.com



FRIENDS OF BLACKWATER  
PO BOX 247  
571 DOUGLAS RD  
THOMAS, WEST VIRGINIA 26232  
OFFICE: 1-304-345-7663

DESIGNED BY: XXX  
DRAWN BY: XXX  
CHECKED BY: XXX  
APPROVED BY: XXX



west virginia  
Division of Land Restoration  
Office of Special Reclamation

REVISIONS		
DATE	BY	✓

## NORTH FORK ACTIVE TREATMENT PLANT

TUCKER COUNTY, WEST VIRGINIA

## PLAN VIEW

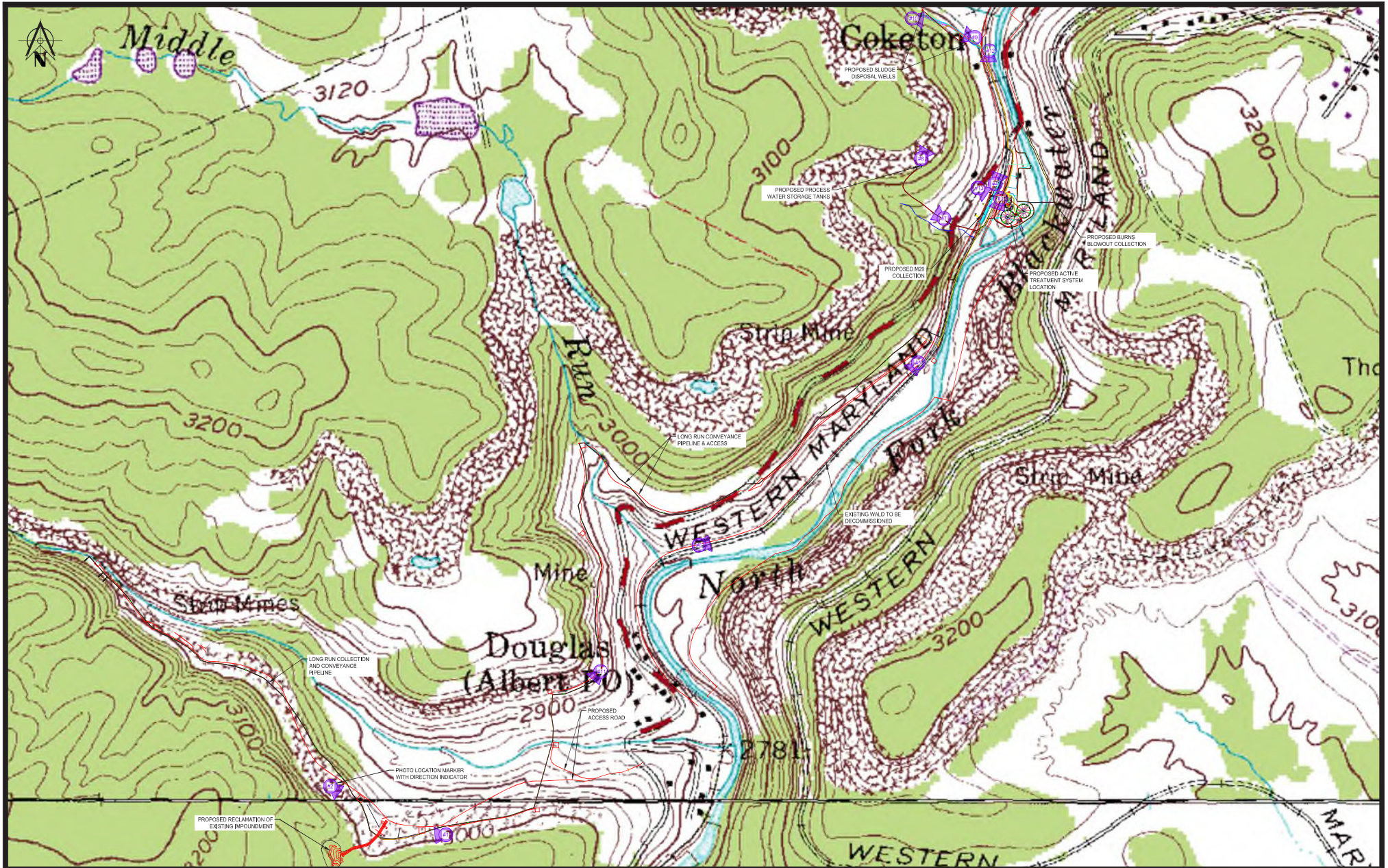
SCALE: 300' 150' 0' 150' 300'  
UNLESS OTHERWISE NOTED

DATE: FEBRUARY, 2023

**DRAFT  
FOR DISCUSSION  
PURPOSES ONLY**

SHT. NO.	X
TOTAL	XXX





BioMost, Inc.  
Mining & Reclamation Services  
432 Sierra Street E.  
Morgantown, PA 10940  
www.biomost.com



FRIENDS OF BLACKWATER  
PO BOX 247  
57 DOUGLAS RD  
THOMAS, WEST VIRGINIA 26292  
OFFICE: 1-304-946-7961

DESIGNED BY: CAN  
DRAWN BY: CAN  
CHECKED BY: XXX  
APPROVED BY: XXX



#### REVISIONS

DATE	BY	✓

#### NORTH FORK ACTIVE TREATMENT PLANT

TUCKER COUNTY, WEST VIRGINIA

#### SHPO MAP

SCALE: 300' 150' 0' 300'  
UNLESS OTHERWISE NOTED

DATE: JUNE 2023

PRELIMINARY  
FOR DISCUSSION  
PURPOSES ONLY

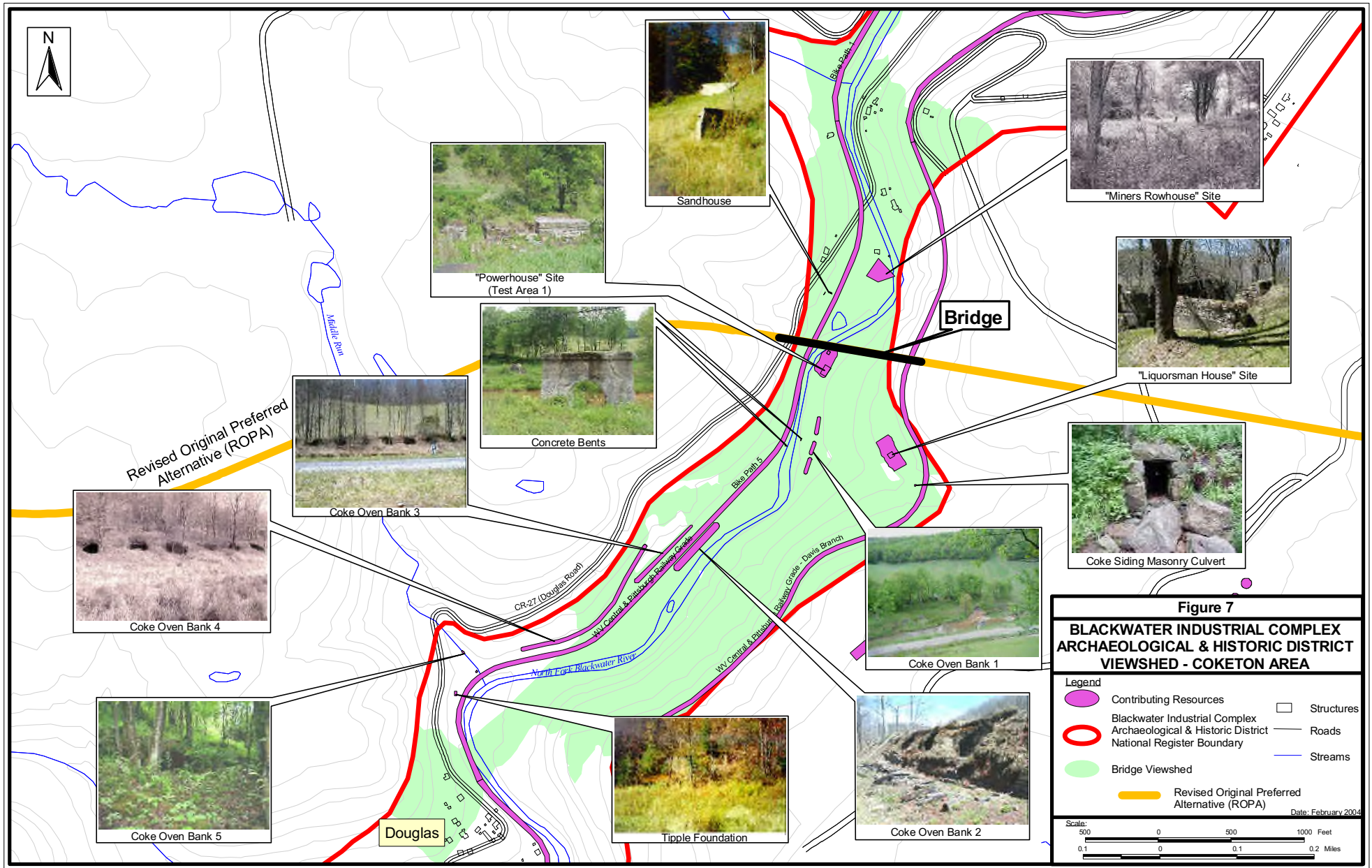
SHT. NO.

1

TOTAL

1





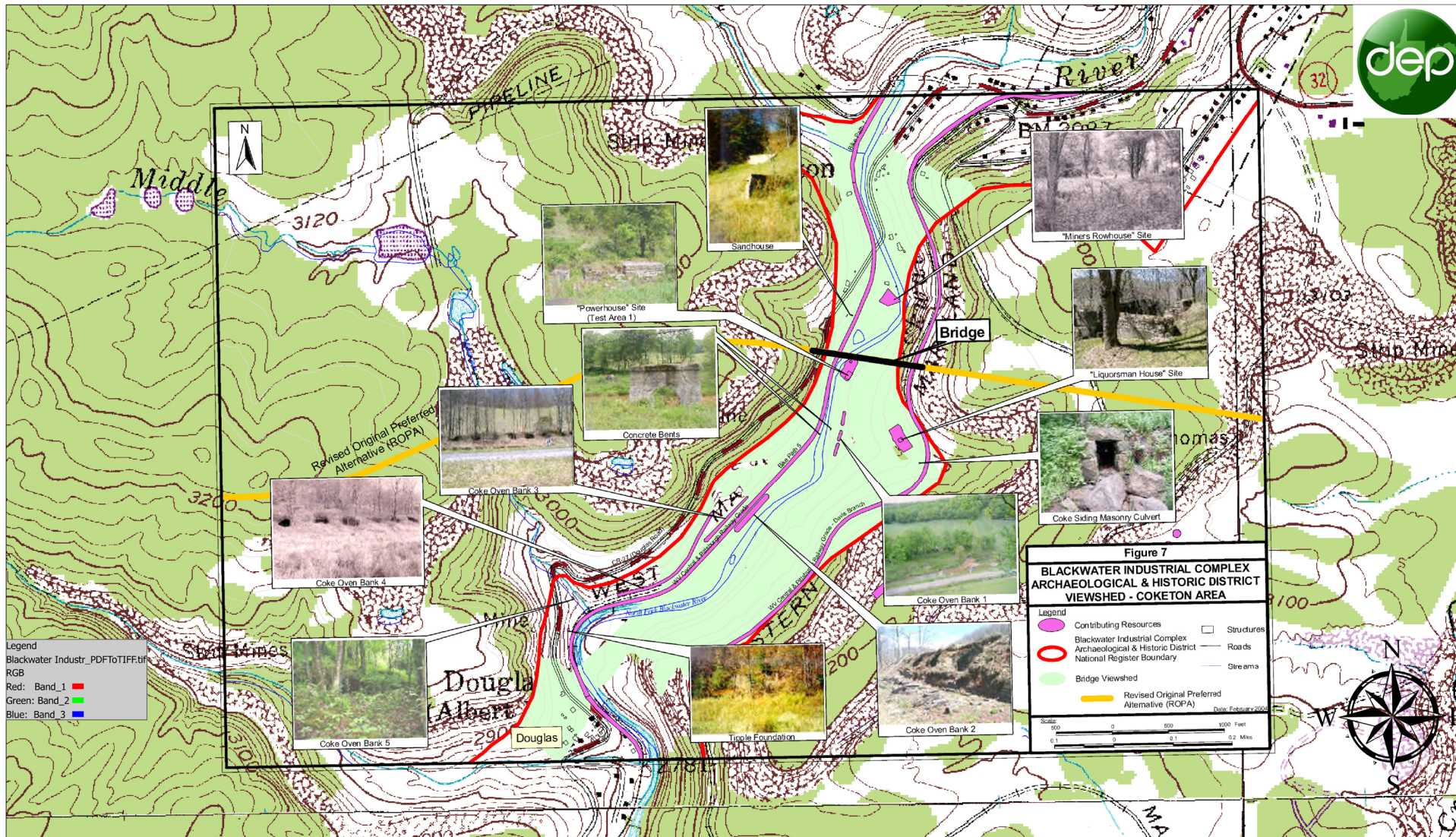




175 87.5 0 175 350 525 700 Feet

1 inch equals 87.519 feet





**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DEP 25\*13**

**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:**

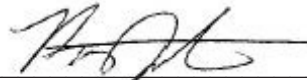
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" 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.

TerraXplorations, Inc.      Kristi Jackson, CFO

Company



Authorized Signature

Feb 3, 2025

Date

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

Revised 6/8/2012





# TERRAXPLORATIONS, INC.

*Leading the future in recording America's past*

## INTRODUCTION

TerraXplorations, Inc. (TerraX) possesses extensive experience spanning 13 years in archaeological, geophysical, and historic resource survey research, design, planning, implementation, and reporting. Our work aligns with the Code of Federal Regulations (CFR) “Procedures for State, Tribal, and Local Government Historic Preservation Programs” (36 CFR 61), “Protection of Historic Properties” (36 CFR 800), and the Secretary of the Interior’s *Standards and Guidelines for Archaeology and Historic Preservation* (Federal Register, Vol. 48, No. 190, September 1983).

Our leadership team comprises professionals who meet the Secretary of the Interior’s (SOI) Professional Qualifications Standards in History, Archaeology, and/or Architectural History. Additionally, we specialize in providing guidance for federal regulatory compliance under the National Environmental Policy Act (NEPA) and Sections 106 and 110 of the National Historic Preservation Act (NHPA). Our team represents a wide range of expertise, enabling us to effectively navigate various state guidelines and historical contexts established by individual state and tribal historic preservation offices (SHPOs and THPOs).

Our archaeological services include Phase Ia desktop surveys, Phase Ib reconnaissance surveys, Phase I intensive archaeological surveys, Phase II test excavations, Phase III data recoveries, and bioarchaeological monitoring. These services employ techniques including background research, systematic visual inspections, preplotted shovel testing, delineation shovel testing, grid units for hand excavation, mechanical trench excavation, metal detection, soil probing and coring, remote sensing surveys, artifact/feature analyses, site assessment and documentation, and state as well as federal standard report writing. Our archeologists combine these skills and their methodologies uniquely for each project, offering project and/or site-specific approaches to systematically evaluate archaeological resources and provide informed as well as evidence-based recommendations and determinations for the National Register of Historic Places (NRHP).

TerraX archaeologists are experienced in complying with the Archaeological Resources Protection Act (ARPA) Permits and the Native American Graves Protection and Repatriation Act (NAGPRA). We understand that archaeological investigations may uncover human remains, associated or unassociated funerary objects, sacred objects, or objects of cultural patrimony. If human remains are discovered, we will cease all ground-disturbing activities and notify the appropriate authorities. We will not remove, disturb, or photograph any human remains.

We have fully integrated Geographic Information Systems (GIS) development into our CRM operations, primarily utilizing ESRI’s ArcGIS software. This integration ensures our data analysis is efficient and cost-effective due to full compatibility between our GIS software, drafting, and global positioning systems (GPS). We achieve precise mapping through the use of Emlid Reach RS2+ real-time kinematic (RTK) Global Navigation Satellite System (GNSS) receiver and antenna, Trimble TDC-650 units, and handheld Garmin 66s/r and/or 67s/i multi-band GNSS GPS units. The Emlid RTK GNSS systems enable high-quality and accurate data collection for GIS

applications while Trimble TDC-650 units offer sub-meter accuracy for real-time project tracking in ArcOnline as well as locating testing sites and collecting precise data points. To produce maps that rapidly and accurately depict testing results, cultural features, and intra-site relationships, our GIS Specialists utilize ArcGIS Pro 3.4. GIS applications are also employed to perform viewshed and catchment analyses and predictive modeling, assess potential resource impacts, and present data comprehensively.

Our laboratory facility, located at 3120 University Boulevard East, Tuscaloosa, Alabama 35404, is designed to appropriately treat, analyze, and temporarily curate recovered cultural materials within a secure, safe, and stable environment. This dedicated 2,086-square-foot facility is a climate-controlled commercial building equipped with a security system. It is fully equipped for archaeological analyses, housing microscopes, comparative collections, a photography studio, a Shell Mound Archaeological Project (SMAP)-style flotation machine, a reference collection, acid-free and archival quality curation materials, and a variety of software packages, including a subscription to Re:discovery Proficio collections management software (Archaeology Module). The TerraX lab team possesses expertise in conducting lithic, ceramic, paleobotanical, bioarchaeological, zooarchaeological, and historical artifact analyses. Furthermore, our laboratory specialists and technicians are proficient in preparing project materials (artifacts, paperwork, and reports) for curation in accordance with the standards of project-specific archival institutions/curation facilities. Our curation procedures adhere to the federal standards outlined in 36 CFR 79.

TerraX's architectural historians and historians have a proven track record of conducting architectural and archival research, historic resource evaluations, field surveys, and NRHP eligibility and effects determinations. We have successfully completed projects for a wide range of public and private sector clients while adhering to the SOI Standards and relevant state guidelines. Our team stays informed on National Park Service (NPS) updates through their "Best Practices Review" and utilizes key National Register Bulletins (NRBs), including:

- NRB 15: *How to Apply the National Register Criteria for Evaluation*
- NRB 16A: *How to Complete the National Register Registration Form*
- NRB 18: *How to Evaluate and Nominate Designed Historic Landscapes*
- NRB 24: *Guidelines for Local Surveys: A Basis for Preservation Planning*
- NRB 39: *Researching a Historic Property*
- NRB 41: *Guidelines for Evaluating and Registering Cemeteries and Burial Places*

At TerraX, we know that prioritizing a safe work environment results in a better product, which is why we believe workplace safety and CRM are closely connected. Our proactive, teamwork-based approach to safety starts with hiring highly competent employees and using top-quality equipment. We also require ongoing safety training across the company. We take our responsibility for following all Occupational Safety and Health Administration (OSHA) safety regulations for general industry and construction, including those for general safety and open excavations, seriously. Each of our offices has a designated safety officer who creates and promotes workplace safety measures. All TerraX employees must review and follow our safety policies and are expected to report unsafe conditions and behaviors.



## KEY PERSONNEL

If selected for this project, our team will consist of the following key personnel: Paul D. Jackson as Project Manager, Emily Dale as Principal Investigator/Field Director/GIS Specialist, Mark Donop as Laboratory Director, and Briane Shane as Architectural Historian. All members of this team in leadership positions are SOI-qualified in their fields (see 36 CFR 61). They are discussed more in detail in this section, and resumes are attached.

**Project Manager/Senior Archaeologist—Paul D. Jackson, MA, RPA.** Mr. Jackson has over thirty years of experience in the field of CRM and has participated in hundreds of projects across the Southeast. As an Owner and Senior Archaeologist for TerraX, he oversees all aspects of archaeological investigations. In the past five years, Mr. Jackson has been Principal Investigator for six mitigations across the Southeast. Throughout his career, he has directed and managed intensive surveys of sites up to 50,000 acres and overseen survey, testing, and excavation projects in Alabama, Arkansas, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, and Virginia. Mr. Jackson has worked with numerous federal agencies, including the NPS, United States Forest Service (USFS), and United States Army Corp of Engineers (USACE), as well as various state Departments of Transportation (DOTs). He has also facilitated consultations with Federally Recognized Tribes. Under a three-year contract with Fort Moore (previously Benning), he oversaw the monitoring program for the base, which consisted of inspecting known previously recorded sites, assessing their condition, and making sure protective measures were put in place for each site. This included sites on the main base, sites on islands, and inundated sites. As a Project Manager for TerraX, Mr. Jackson's duties and responsibilities include, but are not limited to, project planning, scheduling, staffing, oversight, budget management, client communication and meetings, crew management and coordination, quality assurance/quality control (QA/QC) of field paperwork and project deliverables, and report production as well as submission. Mr. Jackson received his Bachelor of Arts (BA) and Master of Arts (MA) in Anthropology from the University of Alabama.

**Principal Investigator/Field Director/GIS Specialist/Senior Archaeologist—Emily Dale, MA, RPA.** Ms. Dale has twenty years of experience in historic preservation and CRM across the public and private sectors. She has served as Field Director and Principal Investigator for archaeological monitoring, survey, testing, and mitigation projects across the Mid-Atlantic and the Southeast regions. In her current position at TerraX, her responsibilities include communicating with clients, planning and overseeing projects, budget management, coordinating and managing field crews, field paperwork QA/QC, producing and submitting reports, and coordinating with federal and state reviewing agencies. Ms. Dale has over ten years of experience working at the SHPO of West Virginia, South Carolina, and Louisiana as a review archaeologist and GIS specialist and is highly experienced with regulatory compliance under NEPA, Section 106 of NHPA, and state laws. She is skilled at working with diverse interest groups including tribal, federal, state, and local agencies, industry specialists, and the public.

In her roles at SHPOs, Ms. Dale was responsible for reviewing public notices from state and federal agencies and advising on the need for cultural resource investigations. Additionally, she provided expert review of technical archaeological reports to ensure adherence to state and federal regulations and advised on the potential effects of undertakings on cultural resources. In cases

where projects were determined to have adverse effects, she assisted with developing Memorandum of Agreement (MOA) stipulations and monitoring stipulation follow-through. Ms. Dale has also served as SHPO representative on major undertakings such as hydroelectric relicensing and for the Interagency Review Team led by the USACE for wetland mitigation projects. Ms. Dale's GIS experience includes large-scale geodatabase and web application management, distribution and viewshed analysis, probability modeling, georeferencing, and story map development. She is skilled at combining raster and vector data to create current and historical representations of environmental and geopolitical conditions for background research, field investigations, and analysis. Ms. Dale holds a BA in Anthropology from Warren Wilson College in North Carolina, an MA in Anthropology (archaeology focus) from the University of South Carolina at Columbia, and a Graduate Certificate in GIS from the University of West Florida.

**Laboratory Director/Senior Archaeologist—Mark Donop, PhD, RPA.** Dr. Donop has twenty-six years of archaeological experience working in the southeastern United States and the Circum-Caribbean. He has worked in Brazil, Peru, Tobago, Guyana, California, Texas, North Carolina, Mississippi, Alabama, Georgia, and Florida. In CRM, he has served a variety of clients including the USFS, Alabama DOT, USACE, several military installations, and the Tennessee Valley Authority (TVA). His research interests include Indigenous histories, ceramics, NAGPRA, and artifact analysis, conservation, and curation. Notably, Dr. Donop has experience collaborating with Tribal communities and recently co-authored a Traditional Cultural Property (TCP) Identification Study in Alabama through consultation with Tribal representatives. As Laboratory Director at TerraX, Dr. Donop manages the laboratory facility, staff, and operations in Tuscaloosa, Alabama. He is a United States Air Force veteran with a PhD in Anthropology from the University of Florida.

**Principal Investigator/Lead Architectural Historian—Briane Shane, MID.** Ms. Shane has five years of experience in the CRM industry. For TerraX, she focuses on leading the Historic Resources Department in completing survey planning, fieldwork, and evaluating historic resources for federal and state government-funded initiatives as well as for private clients. Recent projects for Ms. Shane include survey of a solar farm with 197 historic resources in Tennessee, four county-wide surveys completed in conjunction with two additional CRM firms for the Florida Division of Historical Resources, various transportation projects within Alabama, Georgia, and Mississippi, and transmission and utilities projects in Georgia and Tennessee. Her work focuses on evaluating historic-age resources such as buildings, railroads, cemeteries, canals, and bridges throughout the Southeast. Ms. Shane has conducted and led fieldwork within Georgia and throughout Florida and successfully completed several projects for various DOTs including Alabama, Georgia, Florida, Tennessee, and Mississippi. Additionally, during her time at the University of Florida, Ms. Shane conducted archival deed research for the Nantucket Preservation Trust on the Edward Fitch Underhill cottages located in Siasconset, Massachusetts, dating property ownership to the late 1800s, and archival research for her Master's thesis on the life and design work of Willam Carroll Pahlmann at the Hagley Museum and Library in Wilmington, Delaware. Ms. Shane has a Bachelor of Science (BS) in Interior Design with a minor in Art History from Indiana University of Pennsylvania and a Master of Interior Design (MID) with an interdisciplinary certificate in Historic Preservation from the University of Florida.

## PAST PERFORMANCE

TerraX possesses a wealth of experience in navigating and remediating decommissioned or abandoned mining sites, showcasing our adeptness in managing the complexities and hazards inherent in such environments. Our team's expertise extends to operating within a diverse range of environmental conditions, including those similar to the challenging landscapes found in West Virginia. This breadth of experience equips us with the knowledge and skills necessary to effectively address the unique demands of the proposed project.

To further illustrate our familiarity with the scope of this project, we present a selection of our past projects that highlight our capabilities in relevant areas. These projects demonstrate our proven ability to successfully execute similar undertakings, providing concrete evidence of our qualifications and capacity to deliver exceptional results. We are confident that our experience and expertise make us the ideal partner for this project, and we are eager to discuss how we can leverage our skills to meet your specific needs.

### **A Phase I Cultural Resources Survey of the Dahlonega-Dawson Crossing 115KV Transmission Line Project, Lumpkin County, Georgia**

TerraX, under contract with Georgia Power Company, conducted a Phase I cultural resources study for the proposed Dahlonega-Dawson Crossing 115kV transmission line project in Lumpkin County, Georgia. The Phase I survey, which we performed between March 22 and 26, 2022, included a direct effects Area of Potential Effect (APE) of approximately 5.6 acres and an indirect effects APE consisting of a 100 m buffer on the east and west margins of the direct effects APE. During our archaeological investigation, we identified three sites (9LU349, 9LU350, and 9LU352) related to nineteenth/twentieth-century gold mining. Sites 9LU350 and 9LU352, located within the direct effects APE, we recommended as ineligible for NRHP inclusion, but our field and archival research indicated that Site 9LU349, located on the eastern margin of the indirect effects APE, was a prospective placer mine belonging to the larger Black Mines property. Construction of an electrical substation over the entire site area had resulted in its destruction, rendering the site ineligible for NRHP inclusion under Criterion D. However, TerraX recommended Site 9LU349 eligible for listing under Criterion A for its association with the Industrial Gold Rush of North Georgia and its connection to the Black Mines on the local level. Our architectural survey did not locate any historic resources within the project area. We recommended clearance for this project, as it would not adversely affect any NRHP-listed or eligible historic or pre-Contact resources.

### **A Phase I Cultural Resources Survey for the Proposed Dolet Hills Solar Farm Project in Desoto Parish, Louisiana**

TerraX conducted a Phase I cultural resources survey for the proposed Dolet Hills Solar Farm in DeSoto Parish, Louisiana on behalf of ECS Southeast, LLP between April 17 and May 4, 2021. The USACE was the Lead Federal Agency. The 4,831.4-acre project encompassed parts of a lignite coal mine in the northern portion of the area. The survey resulted in our discovery of two new archaeological sites (16DS536, 16DS537). Due to area disturbance and a lack of diverse diagnostic materials, we were unable to recommend either site for inclusion on the NRHP. The architectural survey did identify one new resource, the New Orleans Pacific Railway (LHRI Resource 16-01582), within the indirect APE; however, we also determined this resource to be ineligible for inclusion on the NRHP.



### **A Phase I Cultural Resources Survey for the Proposed AGL Cumming to Hall Pipeline Project in Forsyth, Dawson, Lumpkin, and Hall Counties, Georgia**

TerraX conducted the Phase I cultural resources survey for the proposed AGL Cumming to Hall Pipeline Project in Forsyth, Dawson, Lumpkin, and Hall Counties, Georgia under contract with POND. Our project area encompassed a proposed pipeline route, potential reroutes, and proposed access roads and involved the placement of a buried natural gas pipeline and the construction of several access roads. We carried out the Phase I survey between November 2, 2018 and July 1, 2019 during five separate visits. Our archaeological investigation resulted in the identification of 19 newly recorded archaeological sites, seven previously recorded archaeological sites, and four isolated finds. Additionally, we were unable to revisit previously recorded and potentially NRHP-eligible Site 9LU7 or survey four other areas located along the proposed pipeline route. Of the 25 archaeological sites we did identify or revisit during this investigation, we recommended four as potentially eligible for NRHP inclusion under Criterion D, one as indeterminate under Criterion A, and 15 as ineligible for NRHP inclusion under Criterion D; the statuses of the remaining five sites we considered unknown. One of the sites was the remnants of a nineteenth or twentieth-century underground gold mining operation. There were multiple sites related to gold mining during this survey, and this was the most intact example. We did not believe it to be potentially eligible under Criterion D; however, it may be eligible under Criterion A. We recommended that further historic research take place to understand the uniqueness of the site in this region and to determine clear eligibility, listed the NRHP eligibility as indeterminate under Criterion A, and recommended the site be avoided until its eligibility can be determined. Our architectural survey identified a total of 35 historic properties within view of the project right-of-way (ROW) during this investigation. Of this total, we recommended nine of them as eligible for the NRHP. It was our opinion that the rest of the buildings and structures along the route were ineligible. We also stated that the proposed pipeline project would not cause an adverse effect to the nine eligible historic properties documented along the route and no further action was required regarding these historic resources.

### **A Phase I Cultural Resources Survey for the Proposed Bennetts Run Access Route in Rockbridge County, Virginia**

TerraX, under contract with WSP Global, Inc. (WSP) for Columbia Gas of Virginia, Inc. (CVA), conducted a Phase I cultural resources survey for the Bennetts Run access route in Rockbridge County, Virginia. The project encompassed improvements to Bennetts Run Road and the existing CVA ROW. Our survey, which took place August 22–23, 2023, aimed to identify archaeological and architectural resources within the project's direct and indirect APE. The APE for direct effects was 1.6 miles long, measuring a total of 20.3 acres. The APE for indirect (visual) effects was a 100-meter buffer of the proposed project ROW. The USFS was the lead federal agency for this project. We discovered one archaeological site (44RB0590) that contained both pre-Contact (quartzite debitage and a biface) and historic (mid- to late twentieth-century refuse) components. The pre-Contact component consisted of quartzite debitage and a biface, and the historic component included mid- to late twentieth-century refuse. We recommended this site as not eligible for inclusion in the NRHP. We also identified two architectural resources within the project's indirect APE; however, we determined that these resources lacked the historical significance and architectural distinction necessary for listing in the NRHP and recommended them as ineligible.

### **A Phase I Archaeological Resources Survey for the VAM-1 and Glasgow Pipeline Replacement Project, Amherst and Rockbridge Counties, Virginia**

TerraX, under contract with WSP and on behalf of CVA, conducted a Phase I archaeological survey for the VAM-1 and Glasgow Pipeline Replacement Project from May 10 and June 30, 2021. The survey areas were located primarily in a mountainous setting in Amherst and Rockbridge counties, Virginia and intersected with the Jefferson and George Washington National Forests, the Appalachian National Scenic Trail, and the Blue Ridge Parkway. The archaeological survey areas encompassed two survey corridors that covered approximately 296.7 acres. The Phase I survey included both visual and subsurface examinations of the survey areas via systematic shovel testing performed along transects with both shovel tests and transects spaced at approximately 15 meter (m) intervals and 20 m intervals on NPS land. We placed a total of 5,753 shovel tests, including delineation tests, during the investigation. Our Phase I survey led to the identification of five isolated finds, revisits to 13 previously recorded archaeological sites, and 18 newly recorded archaeological sites. We recommended two pre-Contact lithic scatter sites (44AH0497 and 44A0698) for Phase II testing because we recovered a high density of pre-Contact artifacts but determined that further testing was required to determine if the areas retained significant data potential. TerraX later received a contract offer to conduct the Phase II investigation of these sites, which has taken place and been completed.

### **A Phase I Cultural Resources Survey for the Proposed Buc-ee's Gas Station Access Road Madison County, Kentucky**

TerraX conducted a Phase I cultural resources survey for Kimley-Horn & Associates. The lead federal agency was the USACE Regulatory Division. We conducted fieldwork on January 14 and January 19, 2021 for 3.4 acres of land. The archaeological survey consisted of systematic shovel testing and visual inspections of the project area. In the course of this survey, we identified three newly recorded archaeological sites and located one isolated find. Due to the project limits, we could not establish full boundaries for any of the three sites. Therefore, we could only list NRHP eligibility recommendations for all three sites as unknown; however, the portions of the sites located within the project area were deemed unlikely to produce or retain significant data potential. Additionally, isolated finds are ineligible for NRHP listing under Criterion D. TerraX archaeologists concluded that there would be no adverse effect to cultural resources from construction of the access road.

## **PROJECT METHODOLOGY**

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

All work will be done according to the West Virginia SHPO *Guidelines for Phase I, II, and III Archaeological Investigations and Technical Report Preparation* and the *West Virginia National Register and Architecture/History Survey Manual*. This work will also comply and fulfill compliance for Section 106 of the NHPA, as amended, and its implementing regulations, 36 CFR 800: "Protection of Historic Properties," the National Environmental Policy Act of 1969,



The Archaeological and Historic Preservation Act of 1974, and West Virginia State Code 29-1-8, and its implementing regulations, Title 82, Series 2: “Standard and Procedures for Administering State Historic Preservation Programs.” Other mandatory regulations include State Code 29-1-8a, “Protection of human skeletal remains, grave artifact and grave markers; permits for excavation and removal; penalties,” and its implementing regulations, Title 82, Series 3: “Standard and Procedures for Granting Permit to Excavate Archaeological Sites and Unmarked Graves,”

*Survey on U.S. Forest Service Parcel.* It is understood from the addendum that the WVDEP AML will secure all appropriate permits, including permits through the USACE and USFS if a survey is to take place on USFS Parcel (47-12-0248-18). For the USFS this permit would be the Application for Permit for Archaeological Investigations (FS-2700-30 (Rev 05/06)). We understand that the survey on USFS property will only be conducted if evidence from the survey on the private parcels shows the Miner’s Rowhouse site extends onto the Forest Service property.

*Survey on Private Parcels.* We know to expect the Miner’s Rowhouse site will be found on the privately owned parcels identified on tax maps as parcels 47-06-248A-12, 47-06-248A-11, and 47-12-0247-2. We will provide WVDEP-AML with at least one (1) week notice of dates of field work to ensure all property owners are notified of their presence on site.

## **Phase I Survey Literature Search**

TerraX will provide technical and archaeological oversight during the Literature Search. Work will include a complete search of records virtually through the West Virginia SHPO GIS Interactive map and at the office located in Charleston, West Virginia. This will include both archaeological site files and historic property inventory forms. In carrying out the literature search, we will consult sources at the West Virginia SHPO, universities, local libraries, museums, historical societies, and informants. We will also check for archaeological site records available through the Monongahela National Forest Heritage Program Manager if needed.

## **Phase Ib Reconnaissance Survey**

TerraX will conduct a Phase Ib reconnaissance survey of the project area. Through a systematic visual inspection, we will identify any artifacts or features, potential rock shelters, caves, above-ground archaeological resources, cemeteries, areas of disturbance, or evidence of mining activities. This will also help us to determine the nature of the physical and environmental aspect of the project area. This method is most useful in situations where slopes exceed 20%. We will place pedestrian survey transects at 10–15m intervals to ensure proper ground surveillance. As we conduct our survey, we will take photographs of the survey area and map any above-ground resources. We will also inspect the Miner’s Rowhouse site and make determinations as to potential site boundaries that will need to be tested by shovel test probes (STPs).

## **Phase I Archaeological Survey of the Miner’s Rowhouse Site (46TU300)**

TerraX will conduct a Phase I archaeological survey, which will include subsurface testing in the form of STPs and soil probing (if needed). If we encounter above-ground historic resources, we will include them in our evaluation.

The STPs will adequately cover the Miner's Rowhouse site's potential boundaries and be placed systematically on transects at 10-meter intervals. The STPs will be a minimum of .50 x .50-m in diameter and excavated into subsoil or at least 10 centimeters (cm) into archaeological sterile sediments. We will screen all of the excavated soils through 0.64 cm (0.25 inch) mesh hardware cloth to facilitate artifact recovery. Additionally, we will include representative profiles, photographs, and Munsell soil descriptions of STPs in the report and use standardized field forms, representative digital photographs, and maps to record all field data. All field data will be recorded on standardized field forms, with representative digital photographs, and on maps. All STPs will be backfilled and restored as closely as possible to their original conditions immediately upon completion of excavation.

If positive STPs occur, we will dig additional STPs at 5-m intervals in all cardinal directions until two negative shovel tests occur; we will provide a detailed map of the shovel tests. This method will identify the boundaries of the site. A detailed map of the shovel tests will be provided. Additionally, when a historic structure is encountered, we will place STPs around the perimeter of the structure to identify any archaeological deposits. Further if we discover any rockshelters, we will also investigate them for evidence of human occupation. TerraX archaeologists will complete West Virginia Archaeological Site Forms and West Virginia Isolated Find Site Forms for the revisited site and if any new sites or isolated finds are encountered. If we locate any above-ground historic structures during the survey, we will include descriptions in the report and complete West Virginia Historic Property Inventory Forms.

### **TerraX's Responsibilities**

TerraX will conduct a comprehensive Phase Ib reconnaissance survey of the project area and a Phase I archaeological survey for the Miner's Rowhouse site that aligns with the following directives:

- Initial Field Inspection
  - We will undertake thorough on-site examination of the project area to evaluate existing and previous disturbances.
  - This assessment will help us determine the extent of archaeological testing required.
- Documentation and Evaluation
  - We will compile a detailed report encompassing the cultural history of the project area.
  - Our report will include an assessment of both known and potential archaeological sensitivities within the project area.
  - Our evaluation will consider the potential impacts of construction activities on cultural resources.
- Phase I Survey Report and Recommendations
  - In the Phase I survey report, we will provide explicit recommendations for any additional archaeological investigations deemed necessary.
  - Our recommendations will be based on the findings of the reconnaissance and the Phase I survey and the potential for encountering significant archaeological resources during project implementation.
- Additional Considerations
  - We will adhere to all applicable federal, state, and local regulations governing archaeological investigations.

- We will work closely with the project team to ensure that we conduct the archaeological survey in a timely and efficient manner.
- We will maintain clear and open communication with the project team throughout the duration of the survey.

### **Deliverables**

TerraX will provide one (1) electronic copy of the final report containing information obtained from the Literature Search and Archaeological Survey. This report will contain any required forms for submission to SHPO. We will provide the report within 90 days of the issuance of the contract.



**APPENDIX:**  
RESUMES OF KEY PERSONNEL  
CERTIFICATE OF INSURANCE



## OWNER AND PROJECT MANAGER

205.799.5638 • pdjackson@terraxplorations.com

Paul D. Jackson, RPA, has over 30 years of experience in the field of Cultural Resource Management, participating in hundreds of projects across the Southeast. As an Owner and Senior Archaeologist for TerraX, he oversees all phases of archaeological investigations, specifically focusing on Late Woodland cultures across the Southeast. In the past three years, Mr. Jackson has been Principal Investigator for six Phase III data recovery mitigations across the Southeast. These excavations included Fort Butler, a Civil War Fort, a sugar mill plantation main house complex, an antebellum sugarhouse, and a 12.5-acre Coles Creek site in Louisiana. He also mitigated a historic homesite in Alabama and a Paleoindian-to-Mississippian site along the Cumberland River in Tennessee.

Throughout his career, Mr. Jackson has directed and managed intensive surveys with sites up to 50,000 acres and overseen survey, testing, and excavation projects in Alabama, Arkansas, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, and Virginia. Mr. Jackson has worked with numerous federal agencies, including the National Park Service (NPS), United States Army Corp of Engineers (USACE), and Departments of Transportation (DOTs) and has facilitated consultations with Federally Recognized Tribes. Under a three-year contract with Fort Moore (previously Benning), he oversaw the monitoring program for the base, which consisted of inspecting known previously recorded sites, accessing their condition, and making sure protective measures were put in place for each site. This included sites on the main base, sites on islands, and inundated sites. Mr. Jackson received his B.A. and M.A. in Anthropology from The University of Alabama.

## SELECTED WORK EXPERIENCE

### TERRAXPLORATIONS, INC.

#### **Founder and Co-Owner**

April 2012 to Present

### PANAMAERICAN CONSULTANTS, INC.

#### **Vice President**

2001 to 2012

## SELECTED PUBLICATIONS

### 2024

#### **A Phase I Cultural Resources Survey for the Wilson Lake Decommissioning Project, Nantahala Ranger District, Nantahala National Forest in Macon County, North Carolina.**

Role: Project Manager and Field Director. Authored by Emily Dale, Natalia Moonier, Brendan Cooper, Austin Jacobs, and Heather Lash. Prepared by TerraXplorations, Inc., Durham, North Carolina. Prepared for Nantahala National Forest District, Franklin, North Carolina.

#### **Archaeological Phase II Testing at Five Sites for the Proposed VAM-1 and Glasgow Pipeline Replacement Project, Amherst and Rockbridge Counties, Virginia.**

Authored by Emily K. Dale, Paul D. Jackson, and Natalia V. Moonier. Prepared by TerraXplorations, Inc., Durham, North Carolina. Prepared for WSP Global, Inc., Richmond, Virginia.

## YEARS OF EXPERIENCE/YEARS WITH FIRM

30+/12

## EDUCATION

- **M.A. in Applied Anthropology,**  
University of Alabama
- **B.A. in Anthropology,**  
University of Alabama

## CERTIFICATIONS

- **Registered Professional Archaeologist (RPA 12144)**
- **12 training hours on the Identification and Management of Traditional Cultural Places in Atlanta, Georgia, taught by the National Preservation Institute**

## AREAS OF EXPERTISE

- **Public and private-sector work**
- **Phase I, II, and III investigations**
- **Tribal Consultation**
- **Lithic Technology**
- **The Late Woodland period in the Southeast**



## SELECTED PUBLICATIONS (CONTINUED)

### 2023

#### **Phase III Archaeological Mitigation of the Point Pleasant Site (16IV199) in Iberville Parish, Louisiana.**

Authored by Paul D. Jackson, Steven Filoromo, Sharlene O'Donnell, Mike Eichstaedt, Joanna Klein, Julia Sponholtz, Raychel Durdin, Natalia Moonier, Shawn West, and Kevin Rolph. Prepared by TerraXplorations, Inc., Baton Rouge, Louisiana. Prepared for Shintech Louisiana, LLC, Plaquemine, Louisiana.

#### **Phase I Cultural Resources Survey of the Highway 52 Project in Geneva County, Alabama.**

Authored by Paul D. Jackson and Samantha Stanford. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for TTL, Inc., Tuscaloosa, Alabama and the Alabama Department of Transportation.

#### **A Historical and Archaeological Technical Report for the Proposed Relocation of the McGhee Family Cemetery In Durham and Wake Counties, North Carolina.**

Role: Co-PI and Field Director. Authored by April K. Smith, Steven Filoromo, David C. Dobbs, Margaret Schultz, and Alexis Muschal. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for Scannell Properties, Alexandria, Virginia.

#### **A Phase I Cultural Resources Survey for Proposed Project Blue, Chatham County, North Carolina**

Role: Co-PI and Field Director. Authored by April K. Smith and Sharlene K. O'Donnell. Prepared by TerraXplorations, Inc. Prepared for VinFast Manufacturing US, LLC, Playa Vista, California.

#### **A Phase I Cultural Resources Survey for the Proposed Bolt Solar Development Project in Greenville County, South Carolina**

Role: Project Manager. Authored by Zackarah Pagels, Emily K. Dale, David Dobbs. Prepared by TerraXplorations, Inc., Durham, North Carolina. Prepared for Kimley-Horn and Associates, Inc., Raleigh, North Carolina.

### 2022

#### **Phase III Archaeological Mitigation of Site 1LU528 in Lauderdale County, Alabama.**

Authored by Ross Butz, Paul D. Jackson, Laura Weingartner, Raychel Durdin, and Sharlene O'Donnell. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for AECOM, Birmingham, Alabama and the Lauderdale County Engineering Department.

#### **Phase III Archaeological Mitigation of Site 40CH210 in Cheatham County, Tennessee.**

Authored by Steven Filoromo, Paul D. Jackson, Sharlene O'Donnell, Jonathan Tidwell, Joanna Klein, Mike Eichstaedt, Raychel Durdin, and Kevin Rolph. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for Parking Tower Company, Inc., Northport, Alabama.

### 2021

#### **Phase III Archaeological Mitigation of the Dunboyne Sugar Mill, 16IV204, Iberville Parish, Louisiana.**

Authored by Paul D. Jackson, Katherine Seeber, Brad Lanning, Jesse Jenkins, Steven Filoromo, and Emma Pepperman. Prepared by TerraXplorations, Inc., Baton Rouge, Louisiana. Prepared for Shintech Louisiana, LLC, Plaquemine, Louisiana.

#### **Phase II Archaeological Testing and Phase III Archaeological Mitigation of Site 16SJ80, the St. Amelia Plantation – Main House Complex, St. James Parish, Louisiana.**

Authored by Kenny Pearce, Paul D. Jackson, Steven Filoromo, Jesse Jenkins, Raychel Durdin, and Katherine Seeber. Prepared by TerraXplorations, Inc., Baton Rouge, Louisiana. Prepared for South Louisiana Methanol LP, Austin, Texas.

#### **A Phase I Cultural Resource Survey For The Wood Recyclers Project In Transylvania County, North Carolina**

Role: PI. Authored by Emma Jackson Pepperman, Briane Shane, and Paul D. Jackson. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for JK Enterprise of Western North Carolina, Inc., Brevard, North Carolina.



**PRINCIPAL INVESTIGATOR**  
225.348.6001 • edale@terraxplorations.com

Emily K. Dale, RPA, has twenty years of experience in historic preservation and cultural resources management across the public and private sectors. She has directed and managed archaeological projects across the Southeast and Mid-Atlantic regions and has over ten years of experience working at the State Historic Preservation Offices of West Virginia, South Carolina, and Louisiana. Ms. Dale is highly experienced with federal regulatory compliance in accordance with NEPA and Section 106 of the National Historic Preservation Act and is skilled at working with diverse interest groups including tribal, federal, state, and local agencies, industry specialists, and the public. Ms. Dale's GIS experience includes geodatabase and web application management, distribution and viewshed analysis, probability modeling, georeferencing, and story map development. Ms. Dale holds a BA in Anthropology from Warren Wilson College, an MA in Anthropology from the University of South Carolina at Columbia, and a Graduate Certificate in Geographic Information Systems from the University of West Florida.

## YEARS OF EXPERIENCE/YEARS WITH FIRM

20/1.5

## EDUCATION

- Graduate Certificate in GIS, University of West Florida
- MA in Anthropology, University of South Carolina
- BA in Anthropology/Sociology, Warren Wilson College

## PROFESSIONAL TRAINING

- Innovative Approaches to Section 106 Mitigation (ACHP, 2013)
- ArcGIS for Cultural Resources (NPI, 2018)
- Cultural Landscapes: Identification and Effects Assessment (ACHP, 2015)
- Section 106 Agreement Documents (NPI, 2014)
- Traditional Cultural Places (NPI, 2013)

## PROFESSIONAL REGISTRATION

- Registered Professional Archaeologist (RPA 16326)

## SELECTED EXPERIENCE

### TERRAXPLORATIONS, INC.

**Senior Archaeologist and Principal Investigator**  
May 2023 to Present

### RICHARD GRUBB & ASSOCIATES

**GIS Specialist and Senior Archaeologist**  
January 2022 to April 2023

### LOUISIANA DIVISION OF ARCHAEOLOGY

**Site Files Manager and GIS Specialist**  
December 2016 to December 2021

### SOUTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORY

**Staff Archaeologist and GIS Coordinator**  
May 2013 to December 2016

### WEST VIRGINIA DIVISION OF CULTURE AND HISTORY

**Section 106 Review Archaeologist**  
March 2011 to May 2013

### MACTEC ENGINEERING AND CONSULTING, INC.

**Staff Archaeologist and Field Director**  
October 2008 to May 2010

## SELECTED PUBLICATIONS

### 2024

**A Phase I Cultural Resources Survey for the Wilson Lake Decommissioning Project, Nantahala Ranger District, Nantahala National Forest in Macon County, North Carolina.**

Authored by Emily Dale, Natalia Moonier, Brendan Cooper, Austin Jacobs, and Heather Lash. Prepared by TerraXplorations, Inc., Durham, North Carolina. Prepared for Nantahala National Forest District, Franklin, North Carolina.



## SELECTED PUBLICATIONS (CONTINUED)

### **Archaeological Phase II Testing at Five Sites for the Proposed VAM-1 and Glasgow Pipeline Replacement Project, Amherst and Rockbridge Counties, Virginia.**

Authored by Emily K. Dale, Paul D. Jackson, and Natalia V. Moonier. Prepared by TerraXplorations, Inc., Durham, North Carolina. Prepared for WSP Global, Inc., Richmond, Virginia.

## **2023**

### **A Phase I Cultural Resources Survey for the Bolt Solar Project in Greenville County, South Carolina.**

Authored by Emily Dale and Zachariah Pagels. Prepared by TerraXplorations, Inc., Durham, North Carolina. Prepared for Kimley-Horn and Associates, Inc., Raleigh, North Carolina.

### **Phase IA Reconnaissance Survey and Probability Model for the Webb Road Residential Development Project in Greenville County, South Carolina.**

Authored by Emily Dale. Prepared by TerraXplorations, Inc., Durham, North Carolina. Prepared for TTL, Inc., Tuscaloosa, Alabama.

### **A Phase I Cultural Resources Survey for the Bennetts Run Access Road in Rockbridge County, Virginia.**

Authored by Emily Dale and Natalia Moonier. Prepared by TerraXplorations, Inc., Durham North Carolina. Prepared for WSP Global, Inc., Bismarck, North Dakota.

### **Phase IA Cultural Resource Assessment for the Redd Creek Solar Project, Abbeville County, South Carolina.**

Authored by Natalia Moonier and Emily Dale. Prepared by TerraXplorations, Inc., Durham North Carolina. Prepared for Kimley-Horn and Associates, Inc., Raleigh, North Carolina.

### **Archaeological Desktop Review for the Maple Leaf Solar Project, Johnston County, North Carolina.**

Authored by Emily Dale. Prepared by TerraXplorations, Inc., Durham North Carolina. Prepared for Kimley-Horn and Associates, Inc., Raleigh, North Carolina.

### **Phase I Archaeological Survey, Proposed Old Milburnie Road Residential Subdivision, City of Raleigh, Wake County, North Carolina.**

Authored by Emily Dale, Garrett Johnson, and Alvin Banguilan. Prepared by RGA, Inc., Wake Forest, North Carolina. Prepared for Edgewater Ventures, Raleigh, North Carolina.

### **Phase I Archaeological Survey, Pettigrew State Park Campground and Office Improvements, Creswell, Washington County, North Carolina.**

Authored by Emily Dale, Kate McKinney, Olivia Heckendorf, and Debbie Bevin. Prepared by RGA, Inc., Wake Forest, North Carolina. Prepared for the North Carolina Department of Natural and Cultural Resources.

## **2009**

### **Phase I Archaeological Survey at the John Henry Historical Park, Talcott, Summers County, West Virginia.**

Authored by Emily Dale. Prepared by MACTEC Engineering, Inc. Prepared for Michael Baker International.

### **Report of Archaeological Data Recovery Investigation at the Dickinson Farm Site (46KA111), Kanawha County, West Virginia.**

Authored by Steven C. Cole, Emily K. Dale, Patrick H. Garrow, Thaddeus G. Bissett, Judith A. Sichler, Teddi J. Setzer, and Daniel L. Marcel. Prepared by MACTEC Engineering, Inc. Prepared for Wal-Mart, Inc.





## LABORATORY DIRECTOR

205.799.5638 • mdonop@terraxplorations.

Dr. Mark Donop, RPA, has 26 years of archaeological experience working in the Southeastern United States (US) and the Circum-Caribbean. He is a US Air Force veteran and has worked for the US Forest Service and several universities and CRM companies. As Laboratory Director at TerraX, Dr. Donop manages, trains, and develops the lab team members, manages the artifact analysis and documentation, participates in reporting and proposals, oversees curation, and makes improvements to the lab.

Dr. Donop earned his Ph.D. in Anthropology from the University of Florida. He has worked in Brazil, Peru, Tobago, Guyana, California, Texas, North Carolina, Mississippi, Alabama, Georgia, and Florida. In CRM, he has served a variety of clients including the US Forest Service, Alabama Department of Transportation, Tennessee Valley Authority, US Army Corp of Engineers, and several military installations. His research interests include coastal archaeology, Indigenous histories, laboratory management, and artifact analysis and conservation.

### YEARS OF EXPERIENCE/YEARS WITH FIRM

26/2

### EDUCATION

- Ph.D. in Anthropology, University of Florida
- M.A. in Anthropology, University of Florida
- B.A. in Anthropology, University of Florida

### CERTIFICATIONS

- Registered Professional Archaeologist (RPA 5087)

### AREAS OF EXPERTISE

- Coastal archaeology
- Indigenous histories
- Tribal consultation
- Laboratory management
- Artifact analysis and conservation
- Public sector, including military, projects

### SELECTED EXPERIENCE

#### TERRAXPLORATIONS, INC.

##### **Senior Archaeologist and Laboratory Director**

April 2023 to Present

#### THE OFFICE OF ARCHAEOLOGICAL RESEARCH, UNIVERSITY OF ALABAMA

##### **Deputy Director**

November 2019 to March 2023

#### UNIVERSITY OF ALABAMA MUSEUMS

##### **Curator of Archaeological Collections**

November 2019 to March 2023

#### FLORIDA MUSEUM

##### **Research Associate**

July 2018 to September 2019

#### THE BISHOP MUSEUM OF SCIENCE AND NATURE

##### **Consultant**

December 2017 to March 2019

#### DEPARTMENT OF ANTHROPOLOGY, UNIVERSITY OF FLORIDA

##### **Teaching Assistant and Instructor**

August 2006 to May 2016

#### FLORIDA MUSEUM

##### **Research Assistant**

January 2014 to April 2014

#### SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, INC.

##### **Project Archaeologist**

November 2010 to April 2011



## SELECTED EXPERIENCE (CONTINUED)

### LABORATORY OF SOUTHEASTERN ARCHAEOLOGY, UNIVERSITY OF FLORIDA

#### **Archaeologist**

August 2009 to August 2011

### U.S. FOREST SERVICE

#### **Student Temporary Experience Program (STEP) Archaeologist**

June 2008 to August 2008

### U.S. FOREST SERVICE

#### **Emergency Archaeologist**

June 2007 to August 2007

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## SELECTED PUBLICATIONS

### 2023

#### **Phase III Archaeological Mitigation of the McFall Site (1LU528) in Lauderdale County, Alabama.**

Authored by Paul D. Jackson, Ross Butz, Steven Filoromo, Sharlene O'Donnell (contributions by April Dobbs, Mark Donop, Mike Eichstaedt, Joanna Klein, and Samantha Standford). Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for AECOM, Birmingham, Alabama.

### 2021

#### **Traditional Cultural Properties Identification Study for the R.L. Harris Relicensing Project in Clay, Cleburne, and Randolph Counties, Alabama.**

Authored by Kristen R. Reed and Mark C. Donop. Prepared by The Office of Archaeological Research, Moundville, Alabama. Prepared for Alabama Power Company, Birmingham, Alabama.

### 2020

#### **Maritime Ritual Economies of Cosmic Synchronicity: Solstice Events at a Civic-Ceremonial Center on the Northern Gulf Coast of Florida.**

Authored by Kenneth E. Sassaman, Meggan E. Blessing, Joshua M. Goodwin, Jessica A. Jenkins, Ginessa J. Mahar, Anthony Boucher, Terry M. Barbour, II, and Mark C. Donop. *American Antiquity* 85(1):22-50.

### 2017

#### **Keeping Pace With Rising Sea: The First 6 Years of the Lower Suwannee Archaeological Survey, Gulf Coastal Florida.**

Authored by Kenneth E. Sassaman, Neill J. Wallis, Paulette S. McFadden, Ginessa J. Mahar, Jessica A. Jenkins, Mark C. Donop, Micah P. Monés, Andrea Palmiotto, Anthony Boucher, Joshua M. Goodwin, and Cristina I. Oliveira. *The Journal of Island and Coastal Archaeology* 12(2):173-199.

#### **Provenance of Weeden Island "Sacred" and "Prestige" Vessels: Implications for Specialized Ritual Craft Production.**

Authored by Neill J. Wallis, Ann S. Cordell, Erin Harris-Parks, Mark C. Donop, and Kristen Hall. *Southeastern Archaeology* 36(2):131-143.

### 2016

#### **A Rare Galena Artifact from Palmetto Mound (8LV2), Levy County, Florida.**

Authored by Mark C. Donop, George D. Kamenov, Tiffany E. Birakis, and Matthew D. Woodside. *The Florida Anthropologist* 69(4):164-171.



## LEAD ARCHITECTURAL HISTORIAN

570.573.6271 • bshane@terraxplorations.com

Briane Shane, MID, has five years of experience in the CRM industry. For TerraX, she focuses on leading the Historic Resources Department in completing survey planning, fieldwork, and evaluating historic resources for federal and state government-funded initiatives as well as for private clients. Recent projects Ms. Shane has conducted include four county-wide surveys completed in conjunction with two additional CRM firms for the Florida Division of Historical Resources, various transportation projects within Alabama, Georgia, and Mississippi, and transmission and utilities projects for Georgia Power and Georgia Transmission. Her work focuses on evaluating historic-age resources such as buildings, railroads, cemeteries, canals, and bridges throughout Alabama, Arkansas, Georgia, Florida, Louisiana, Tennessee, and Mississippi. Ms. Shane has conducted and led fieldwork within Georgia and throughout Florida and successfully completed several projects for various Departments of Transportation (DOTs) including Alabama, Georgia, Florida, and Mississippi. Additionally, during her time at the University of Florida, Ms. Shane conducted archival deed research for the Nantucket Preservation Trust on the Edward Fitch Underhill cottages located in Siasconset, Massachusetts, dating property ownership to the late 1800s, and archival research for her Master's thesis on the life and design work of William Carroll Pahlmann at the Hagley Museum and Library in Wilmington, Delaware. Ms. Shane has a B.S. in Interior Design with a minor in Art History from Indiana University of Pennsylvania and a Master's of Interior Design (MID) with an interdisciplinary certificate in Historic Preservation from the University of Florida.

### YEARS OF EXPERIENCE/YEARS WITH FIRM

5/4

### EDUCATION

- Master of Interior Design, Interdisciplinary Certificate in Historic Preservation, University of Florida
- B.S. in Interior Design with minor in Art History, Indiana University of Pennsylvania

### CERTIFICATIONS

- Interdisciplinary Certificate in Historic Preservation

### AREAS OF EXPERTISE

- Historic Preservation
- International Heritage Efforts
- Conservation Practices
- 3-D laser scanning
- Section 106
- Public education
- Department of Transportation work
- Technical writing
- In-person and digital research
- Remote office work

### SELECTED WORK EXPERIENCE

#### TERRAXPLORATIONS, INC.

##### **Lead Architectural Historian/Principal Investigator**

August 2020 to Present

#### SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, INC.

##### **Architectural History Specialist**

2018 to 2020

#### PRESERVATION INSTITUTE NANTUCKET, UNIVERSITY OF FLORIDA

##### **Graduate Teaching Assistant**

2014

#### NANTUCKET PRESERVATION TRUST

##### **Part-Time Intern**

2014

### SELECTED PUBLICATIONS

**2024**

#### **Phase I Architectural Survey of Ripley II Solar Project Lauderdale County, Tennessee.**

Authored by Briane Shane, Terry Barbour, Elizabeth Southard, David Dobbs, Samuel Johnson, and Margaret Schultz. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for HDR Engineering, Inc, Brentwood, Tennessee and The Silicon Ranch Corporation, Nashville, Tennessee.





## SELECTED PUBLICATIONS (CONTINUED)

### **Phase I Architectural Resources Survey for the Proposed Dancing Horse Solar Farm White Pine, Jefferson County, Tennessee.**

Authored by Briane Shane, Samuel Johnson, and Kyle Coxen. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for Terracon, Chattanooga, Tennessee.

## **2023**

### **Phase IA Reconnaissance Survey to Locate Historic and Precontact Cultural Resources within or near the Ocilla Solar Project Area (1,097.1 acres) located in Irwin County, Georgia.**

Authored by Heather Lash and Briane Shane. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for Kimley-Horn, Alpharetta, Georgia.

### **Phase IA Reconnaissance Survey to Locate Historic and Precontact Cultural Resources within or near the Fairboro Solar Project Area (1,746.04 acres) located in Ware County, Georgia.**

Authored by Heather Lash and Briane Shane. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for Kimley-Horn, Alpharetta, Georgia.

### **Phase IA Reconnaissance Survey to Locate Historic and Precontact Cultural Resources within or near the Talbot Solar Project Area (1,157.4 acres) located in Talbot and Taylor Counties, Georgia.**

Authored by Heather Lash and Briane Shane. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for Kimley-Horn, Alpharetta, Georgia.

### **A Phase I Cultural Resources Survey for the Expanded Germania Plantation Site in Ascension Parish, Louisiana.**

Authored by Samantha Stanford, Steven Filoromo, Briane Shane, and Heather Draskovich. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for Baton Rouge Area Chamber, Baton Rouge, Louisiana.

### **A Phase I Cultural Resources Survey for the McClain Mountain Substation, Pickens County, Georgia.**

Authored by Heather Lash and Briane Shane. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for Georgia Power Company, Atlanta, Georgia.

## **2022**

### **A Phase I Cultural Resources Survey for the Proposed Water District No. 1 New Administrative Building in Lafourche Parish, Louisiana.**

Authored by Annabelle Koeber and Briane Shane. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for Lafourche Parish Water District No. 1, Lockport, Louisiana.

### **A Phase I Cultural Resources Survey for the Proposed Georgia Transmission Corporation Absolics Substation Project in Newton County, Georgia.**

Authored by Heather Lash and Briane Shane. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for Georgia Transmission Corporation, Tucker, Georgia.

### **Phase I Cultural Resources Survey within the Shintech Railcar Storage Yard Extension, Iberville Parish, Louisiana.**

Authored by Steven Filoromo, Briane Shane, and Samuel Johnson. Prepared by TerraXplorations, Inc., Baton Rouge, Louisiana. Prepared for Shintech Louisiana, Plaquemine, Louisiana.

### **Gadsden County, Florida Historic Resources Survey.**

Authored by Alyssa Costas, Hannah Curry, Ella McIntire, and Briane Shane. Prepared by TerraXplorations, Inc., Tuscaloosa, Alabama. Prepared for the Florida Department of State, Division of Historical Resources, Tallahassee, Florida.



TERRINC-01

NMALENSKY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2025

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 Fitts Agency Inc. 1806 6th Street Tuscaloosa, AL 35401	CONTACT NAME: <b>Nikki Malensky, CISR</b>	
	PHONE (A/C, No, Ext): <b>(205) 342-3536</b>	FAX (A/C, No): <b>(205) 342-3467</b>
	E-MAIL ADDRESS: <b>nmalensky@fittsagency.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>C N A Insurance Companies</b>	<b>20443</b>
INSURED  TerraXplorations, Inc. 3120 University Blvd E Tuscaloosa, AL 35404	INSURER B : <b>Auto Owners Insurance</b>	<b>18988</b>
	INSURER C : <b>Markel Insurance Company</b>	<b>38970</b>
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			4031547796	3/27/2024	3/27/2025	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
							MED EXP (Any one person) \$ <b>10,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
B	<input checked="" type="checkbox"/> 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			5257472700	10/25/2024	10/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			6075586324	3/27/2024	3/27/2025	EACH OCCURRENCE \$ <b>5,000,000</b>
							AGGREGATE \$ <b>5,000,000</b>
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			4031547832	3/27/2024	3/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Equipment Floater			4031547796	3/27/2024	3/27/2025	Property Limit <b>30,000</b>
C	Professional Liabili			12366445-B	3/27/2024	3/27/2025	Aggregate <b>3,000,000</b>

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

## CERTIFICATE HOLDER

## CANCELLATION

West Virginia Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

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