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Header # 1

List View

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

Procurement Folder: 1717189

Procurement Type: Central Purchase Order

Vendor ID: VS0000038932

Legal Name: HGS, PLLC

Alias/DBA:

Total Bid: \$1.00

Response Date: 08/20/2025

Response Time: 11:49

Responded By User ID: HGSPLLC2

First Name: Stephanie

Last Name: Rochowiak

Email: businessregistrations@res.us

Phone: 4434048979

SO Doc Code: CEOI

SO Dept: 0313

SO Doc ID: DEP2600000001

Published Date: 8/13/25

Close Date: 8/20/25

Close Time: 13:30

Status: Closed

Solicitation Description: AML - EOI Pre-Qualification for Consultants

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: 1717189
Solicitation Description: AML - EOI Pre-Qualification for Consultants
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-08-20 13:30	SR 0313 ESR08202500000001194	1

VENDOR
VS0000038932
HGS, PLLC

Solicitation Number: CEOI 0313 DEP2600000001
Total Bid: 1
Response Date: 2025-08-20
Response Time: 11:49:43
Comments:

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

Vendor Signature X	FEIN#	DATE
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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	EOI Engineering Design Services				1.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Commodity Line Comments:

Extended Description:

EOI Engineering Design Services



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

State of West Virginia
Centralized Expression of Interest

Proc Folder: 1717189			Reason for Modification:
Doc Description: AML - EOI Pre-Qualification for Consultants			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-08-01	2025-08-20 13:30	CEOI 0313 DEP2600000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000038932

Vendor Name : HGS, PLLC - a wholly-owned subsidiary of Resource Environmental Solutions, LLC (together with all of its subsidiaries and affiliates, "RES")*

Address :

Street : 137½ East Main Street, Suite 210

City : Oak Hill

State : WV **Country :** USA **Zip :** 25901


Principal Contact : Philip Wrona

Vendor Contact Phone: 724.322.7728 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER

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

*For the purposes of a qualitative evaluation of this Pre-Qualification, HGS and RES should be viewed as a single entity ("RES") in our experience. We are one company with a singular vision and a proven track record of implementing the creative solutions sought by the West Virginia Department of Environmental Protection.

Vendor Signature X 	FEIN# 54-1968018	DATE August 20, 2025
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

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

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

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

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

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description:
EOI Engineering Design Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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EXPRESSION OF INTEREST

Pre-Qualification for Design Firms

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SECTION ONE: GENERAL INFORMATION

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

Enrolled Version - Final Version

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

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

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

BY DELEGATE RILEY

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

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

Be it enacted by the Legislature of West Virginia:

ARTICLE 2. ABANDONED MINE LANDS AND RECLAMATION ACT.

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

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

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

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

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

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

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

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

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

(e) For all project assignments:

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

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

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

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

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

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

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

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

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

.....
Clerk of the House of Delegates

.....
Clerk of the Senate

Originated in the House of Delegates.

In effect 90 days from passage.

.....
Speaker of the House of Delegates

.....
President of the Senate

The within is this the.....

Day of, 2025.

Governor

EXPRESSION OF INTEREST

Pre-Qualification for Design Firms

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

Submission Deadline: 8/13/2025 @ 4:00 PM

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

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

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

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

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

VENDOR NAME: HGS, PLLC
BUYER: Josh Hager
SOLICITATION NO.: CEOR 0313 DEP2600000001
BID OPENING DATE: see section 7
BID OPENING TIME: see section 7
FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: 8/20/2025 @ 1:30 PM ET

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

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

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

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

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

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

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

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.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

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

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

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

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

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

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

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

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

EXPRESSION OF INTEREST

Pre-Qualification for Design Firms

SECTION THREE: PROJECT SPECIFICATIONS

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

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

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

Qualifications should be highlighted to meet the following criteria:

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

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

EXPRESSION OF INTEREST

Pre-Qualification for Design Firms

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

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

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

EXPRESSION OF INTEREST

Pre-Qualification for Design Firms

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

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

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

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

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

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

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

EXPRESSION OF INTEREST

Pre-Qualification for Design Firms

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

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

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

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

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

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

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

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

EXPRESSION OF INTEREST

Pre-Qualification for Design Firms

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

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

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

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

EXPRESSION OF INTEREST

Pre-Qualification for Design Firms

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

☐ **Other:** Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

☒ Certificate of Authorization

☐

☐

☐

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

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

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

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

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

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

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

(Printed Name and Title) Philip Wrona, Client Solutions Manager

(Address) 317 East Carson Street, Suite 242, Pittsburgh, PA 15219

(Phone Number) / (Fax Number) 724.322.7728 / N/A

(email address) pwrona@res.us

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.

HGS, PLLC

(Company)

(Signature of Authorized Representative)

Michael Sachs, Regional General Manager August 20, 2025

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

412.249.2440 / N/A

(Phone Number) (Fax Number)

msachs@res.us

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CEOI 0313 DEP2600000001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

☒ Addendum No. 1

☐ Addendum No. 2

☐ Addendum No. 3

☐ Addendum No. 4

☐ Addendum No. 5

☐ Addendum No. 6

☐ Addendum No. 7

☐ Addendum No. 8

☐ Addendum No. 9

☐ Addendum No. 10

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

HGS, PLLC

Company



Authorized Signature

August 20, 2025

Date

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



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

State of West Virginia
Centralized Expression of Interest

Proc Folder: 1717189

Doc Description: AML - EOI Pre-Qualification for Consultants

Reason for Modification:

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

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2025-08-13	2025-08-20 13:30	CEOI 0313 DEP2600000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000038932

Vendor Name : HGS, PLLC - a wholly-owned subsidiary of Resource Environmental Solutions, LLC (together with all of its subsidiaries and affiliates, "RES")*

Address :

Street : 137½ East Main Street, Suite 210

City : Oak Hill

State : West Virginia

Country : USA

Zip : 25901

Principal Contact : Philip Wrona

Vendor Contact Phone: 724.322.7728

Extension: N/A

FOR INFORMATION CONTACT THE BUYER

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

*For the purposes of a qualitative evaluation of this Pre-Qualification, HGS and RES should be viewed as a single entity ("RES") in our experience. We are one company with a singular vision and a proven track record of implementing the creative solutions sought by the West Virginia Department of Environmental Protection.

**Vendor
Signature X**

FEIN# 54-1968018

DATE August 20, 2025

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

ADDITIONAL INFORMATION

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

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

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

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

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description:
EOI Engineering Design Services

SCHEDULE OF EVENTS

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

SOLICITATION NUMBER: CEOI 0313 DEP2600000001

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 CEOI DEP 26*01 AML Pre-qualification

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

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

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

A. You must submit your qualification per section 4

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

A. You must submit your qualification per section 4

SOLICITATION NO.: CEOI DEP26*01

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

HGS, PLLC

Company

Michael

Authorized Signature

August 20, 2025

Date _____

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

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

AML CONSULTANT QUALIFICATION QUESTIONNAIRE

Attachment "A"

PROJECT NAME AML Consultant Qualification Questionnaire		DATE (DAY, MONTH, YEAR) 20, August, 2025		FEIN 54-1968018																																					
1. FIRM NAME HGS, PLLC		2. HOME OFFICE BUSINESS ADDRESS 137½ East Main Street, Suite 210 Oak Hill, WV 25901		3. FORMER FIRM NAME N/A																																					
4. HOME OFFICE TELEPHONE 724.322.7728	5. ESTABLISHED (YEAR) 1999	6. TYPE OWNERSHIP Individual Corporation Partnership <u>Limited Liability Company</u> Joint-Venture		6a. WV REGISTERED DBE (Disadvantaged Business Enterprise) YES <u>NO</u>																																					
7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE 317 East Carson Street, Suite 242, Pittsburgh, PA 15219 / 724.322.7728 / Philip Wrona / 10																																									
8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM Roger Wiederkehr, President and Chief Executive Officer Sam Burley, General Counsel, Vice President, and Secretary Lorne Phillips, Chief Financial Officer			8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS Ben Eubanks, Regional Vice President Mike Sachs, Regional General Manager																																						
9. PERSONNEL BY DISCIPLINE																																									
<table border="0"> <tr> <td><u>160</u> ADMINISTRATIVE</td> <td><u>129</u> ECOLOGISTS</td> <td><u>2</u> LANDSCAPE ARCHITECTS</td> <td><u>—</u> STRUCTURAL ENGINEERS</td> </tr> <tr> <td><u>—</u> ARCHITECTS</td> <td><u>—</u> ECONOMISTS</td> <td><u>1</u> MECHANICAL ENGINEERS</td> <td><u>11</u> SURVEYORS</td> </tr> <tr> <td><u>—</u> BIOLOGIST</td> <td><u>—</u> ELECTRICAL ENGINEERS</td> <td><u>—</u> MINING ENGINEERS</td> <td><u>—</u> TRAFFIC ENGINEERS</td> </tr> <tr> <td><u>14</u> CADD OPERATORS</td> <td><u>52</u> ENVIRONMENTALISTS</td> <td><u>—</u> PHOTOGRAMMETRISTS</td> <td><u>529</u> OTHER</td> </tr> <tr> <td><u>—</u> CHEMICAL ENGINEERS</td> <td><u>7</u> ESTIMATORS</td> <td><u>—</u> PLANNERS: URBAN/REGIONAL</td> <td></td> </tr> <tr> <td><u>13</u> CIVIL ENGINEERS</td> <td><u>4</u> GEOLOGISTS</td> <td><u>—</u> SANITARY ENGINEERS</td> <td></td> </tr> <tr> <td><u>13</u> CONSTRUCTION INSPECTORS</td> <td><u>—</u> HISTORIANS</td> <td><u>1*</u> SOILS ENGINEERS</td> <td>936</td> </tr> <tr> <td><u>13</u> DESIGNERS</td> <td><u>—</u> HYDROLOGISTS</td> <td><u>—</u> SPECIFICATION WRITERS</td> <td><u>—</u> TOTAL PERSONNEL</td> </tr> <tr> <td><u>—</u> DRAFTSMEN</td> <td></td> <td></td> <td>* Soils Scientist</td> </tr> </table>						<u>160</u> ADMINISTRATIVE	<u>129</u> ECOLOGISTS	<u>2</u> LANDSCAPE ARCHITECTS	<u>—</u> STRUCTURAL ENGINEERS	<u>—</u> ARCHITECTS	<u>—</u> ECONOMISTS	<u>1</u> MECHANICAL ENGINEERS	<u>11</u> SURVEYORS	<u>—</u> BIOLOGIST	<u>—</u> ELECTRICAL ENGINEERS	<u>—</u> MINING ENGINEERS	<u>—</u> TRAFFIC ENGINEERS	<u>14</u> CADD OPERATORS	<u>52</u> ENVIRONMENTALISTS	<u>—</u> PHOTOGRAMMETRISTS	<u>529</u> OTHER	<u>—</u> CHEMICAL ENGINEERS	<u>7</u> ESTIMATORS	<u>—</u> PLANNERS: URBAN/REGIONAL		<u>13</u> CIVIL ENGINEERS	<u>4</u> GEOLOGISTS	<u>—</u> SANITARY ENGINEERS		<u>13</u> CONSTRUCTION INSPECTORS	<u>—</u> HISTORIANS	<u>1*</u> SOILS ENGINEERS	936	<u>13</u> DESIGNERS	<u>—</u> HYDROLOGISTS	<u>—</u> SPECIFICATION WRITERS	<u>—</u> TOTAL PERSONNEL	<u>—</u> DRAFTSMEN			* Soils Scientist
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<p>TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: <u>3</u></p> <p>*RPEs other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.</p>																																									
RES' West Virginia Registered Professional Engineers have experience designing and supervising components of various stream restoration projects throughout the United States.																																									
10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE? <input type="checkbox"/> YES <input type="checkbox"/> NO <u>N/A</u>																																									

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

NAME AND ADDRESS: Alliance Consulting, Inc.	SPECIALTY: Civil, Environmental, and Mining Engineering	WORKED WITH BEFORE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS: HDR Inc.	SPECIALTY: Architecture, engineering, environmental, and construction services	WORKED WITH BEFORE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS: 6 Guns LLC	SPECIALTY: Surveying and aerial mapping	WORKED WITH BEFORE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS: Kleinfelder	SPECIALTY: Engineers, scientists, and construction professionals	WORKED WITH BEFORE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS: Dieffenbach and Hritz, LLC	SPECIALTY: Civil and environmental engineering	WORKED WITH BEFORE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS: Atlas Surveying, Inc.	SPECIALTY: Surveying, engineering, construction oversight, and geotechnical	WORKED WITH BEFORE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS: Howard Concrete Pumping Co., Inc.	SPECIALTY: Concrete, grouting, and geotechnical	WORKED WITH BEFORE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE <input type="checkbox"/> Yes <input type="checkbox"/> No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE <input type="checkbox"/> Yes <input type="checkbox"/> No

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

YES Description and Number of Projects: N/A

☒ NO

B. Is your firm experienced in Soil Analysis?

☒ YES Description and Number of Projects: _____

RES has regional scientists who collect soil samples for nutrient analyses to determine site conditions on over 30 projects per year regionally.

When necessary RES coordinates with credible soil laboratories.

☐ NO

C. Is your firm experienced in hydrology and hydraulics?

☒ YES Description and Number of Projects: _____

RES has regional engineers and designers who use HydroCAD, USGS PeakFQ, and TR-55 for thorough hydrologic analyses to determine design flows on over 15 projects per year regionally. These engineers can also perform 1D and 2D hydraulic modeling in HEC-RAS.

☐ NO

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

☒ YES Description and Number of Projects: _____

RES has regional Geospatial Analysts and licensed drone pilots who use Geographic Information Systems, LiDAR, and processing software for aerial photography and project mapping on over 50 projects per year regionally.

☐ NO

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

YES Description and Number of Projects: N/A

☒ NO

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

YES Description and Number of Projects: N/A

☒ NO

G. Is your firm experienced in construction oversight?

☒ YES Description and Number of Projects:

RES provides construction oversight for over 15 design-build and construction-only projects per year regionally.

☐ NO

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
Arnold, Kyra, J.	0	35	0

Brief Explanation of Responsibilities

Primary responsibilities include preparing environmental impact, restoration, and grading plans. Additional responsibilities include stormwater hydraulic calculations and modeling, utility routing, erosion and sediment control plan development, and stormwater management design plan development including BMP selection and design. In these engineering applications, Kyra has used HEC-1, HEC-HMS, TR-20, TR-55, HEC-RAS, Pondpack, and is trained in StormCAD.

EDUCATION (Degree, Year, Specialization)

BS, Civil Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

N/A

REGISTRATION (Type, Year, State)

Professional Engineer WV (023730), VA, MD

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
West, William, Z.	0	11	0

Brief Explanation of Responsibilities

Experience in floodplain and natural channel mitigation bank design, stormwater management, and erosion & sediment control. Has completed NPDES, HOP, and PCSM plans and reports, and has surveyed with RTK GNSS and total station robots. Has experience with HydroCAD, Hydraflow Hydrographs, and HEC-RAS programs and is proficient in AutoCAD Civil 3D.

EDUCATION (Degree, Year, Specialization)

BS, Mechanical Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

N/A

REGISTRATION (Type, Year, State)

Professional Engineer: WV (024952), PA, OH
Part 107 UAS Drone Pilot

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
Paraszczuk, William, D.	0	6	0

Brief Explanation of Responsibilities

Leads design efforts for water quality initiatives with his knowledge of stream restoration design, sediment and nutrient reduction calculations and hydrologic and hydraulic analysis. Has experience with monitoring and maintenance practices on established mitigation sites including invasive species control and removal. Proficient in HEC-RAS (1D and 2D); HydroCAD, PeakFQ, TR-55 hydrologic programs, Autodesk Civil 3D, HY-8 and GIS/QGIS.

EDUCATION (Degree, Year, Specialization)

MS, Biological Systems Engineering
BS, Biosystems Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

N/A

REGISTRATION (Type, Year, State)

Professional Engineer: WV (026899), PA (PE096539)

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
Harrington, Nicolas	1	10	0

Brief Explanation of Responsibilities

Extensive experience in the environmental restoration field assisting with the design and management of a multitude of stream and wetland mitigation, stormwater management, nutrient reduction, and AML reclamation projects across WV, PA, OH, NJ, and NY. Within these projects, Plays a key role in erosion and sediment control plans, construction site plans, survey data processing, and environmental permitting documentation. Has successfully utilized floodplain & legacy sediment removal design approaches to restore over 100,000 linear feet of stream and 50 acres of wetlands in WV & PA. Proficient in AutoCAD 2025 2D/3D, Inroads v8i, MicroStation v8i, Revit 2022, and Trimble GNSS R6, R8, R10, & R12.

EDUCATION (Degree, Year, Specialization)

AS, Computer Aided Drafting

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

N/A

REGISTRATION (Type, Year, State)

N/A

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
Calfe, Michael, L.	0	8	0

Brief Explanation of Responsibilities

Manages a small team and has extensive knowledge in stream restoration design, hydrologic and hydraulic modeling, and fish passage design. He also led the first dam removal design for RES' Northeast Region. Experience implementing erosion and sediment control, site restoration, stream restoration, and stream enhancement plans. Proficient in HEC-RAS (1D and 2D); HydroCAD, PeakFQ, and TR-55 hydrologic programs; Autodesk Civil 3D; HY-8 culvert analysis; and QGIS.

EDUCATION (Degree, Year, Specialization)

MS, Civil & Environmental Engineering
BS, Biosystems Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

N/A

REGISTRATION (Type, Year, State)

Professional Engineer: OH (PE.91314), PA (PE094819), NY (108987)
WV (027386)

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
Wilfong, Bailey, J.	0	17	0

Brief Explanation of Responsibilities

Primary responsibilities include oversight of RES' Mid-Atlantic design and engineering team, facilitating and overseeing the team's execution of planning, designing, permitting, and implementation of these plans. Throughout her career, she has served as the engineer of record and technical manager for projects throughout Virginia and Maryland. Her technical responsibilities include stream and wetland design; hydrologic and hydraulic calculations and modeling; erosion and sediment control plan development; and stormwater management plan development.

EDUCATION (Degree, Year, Specialization)

BS, Civil and Environmental Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

N/A

REGISTRATION (Type, Year, State)

Professional Engineer VA (0402057190), MD (52852)
LEED AP BD+C; Certified Sustainable Building Advisor, CSBA
Certified Permit-Required Confined Space Training; Rosgen Level I -III

14. PROVIDE A LIST OF SOFTWARE AND EQUIPMENT AVAILABLE IN THE PRIMARY OFFICE WHICH WILL BE USED TO COMPLETE AML DESIGN SERVICES
• Autodesk Civil 3D for design. Within Civil 3D RES can generate 3D grading surfaces, pipe networks, plansets, and do simple hydrologic and hydraulic (H&H) calculations that aid in channel and basin sizing.
• ArcGIS Field Maps for field data collection. An integrated system that allows real-time data sharing across all of our teams in the region.
• Rivermorph for natural channel designs.
• HydroCAD, USGS PeakFQ, and TR-55 for thorough hydrologic analyses to determine design flows.
• HEC-HMS
• HEC-RAS to develop a hydraulic model of the system. We have the capability to build 1D and 2D models, but will most often only do 2D models as their shear stress mapping outputs are much more useful for determining important design elements such as grade control, integrated rock, and toe of slope protection.
• Trimble TSC5 Data collector w/ Trimble Access software for surveying
• Trimble R10, R12, & R980 GNSS receivers for surveying.
• Trimble S5 & S6 robotic total stations for surveying.
• Trimble Business Center software to complete survey grade topographic data collection.
• DJI Matrice 300 RTK drone (Photogrammetry & LIDAR) <ul style="list-style-type: none">◦ Zenmuse P1 Camera (Photogrammetry)◦ Truview LIDAR Sensor (LIDAR)
• DJI Mavic drone (Photogrammetry)
• DJI Mini drone (Video / Photos only)
• AgriSoft for photogrammetry processing
• Trueview for LIDAR processing

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

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
Meadow Fork Clogged Stream (contracting) AML & stream restoration Fayette County, WV	West Virginia Department of Environmental Protection	Stream restoration, design, and construction	\$16,000,000 - \$19,000,000	5%
Moth Hollow Mitigation Bank Stream and wetland mitigation bank Mason County, WV	RES 6575 West Loop South, Suite 300 Bellaire, TX 77401	Stream and wetland restoration, design, and construction	\$3,000,000 - \$5,000,000	5%
SSA3 3 Corridor H Permittee-responsible Mitigation Site Hardy County, WV	WV Division of Highways 1900 Kanawha Blvd E. Building 5 Charleston, WV 25305	Stream and wetland restoration, design, and construction	\$1,000,000 - \$3,000,000	15%
TNT Cattle Pollutant Reduction Project, Stream and wetland restoration York County, PA	PennVEST 333 Market St. 18th floor, Harrisburg, PA 17101	Stream and wetland restoration, design, and construction	\$1,000,000 - \$2,000,000	60%
Conewago Creek Pollutant Reduction Project, stream and wetland restoration Adams County, PA	PennVEST 333 Market St. 18th floor, Harrisburg, PA 17101	Stream and wetland restoration, design, and construction	\$1,500,000 - \$3,000,000	70%
Loch Nairn Pollutant Reduction Project, stream and wetland restoration Chester County, PA	PennDOT 1101 South Front Street Harrisburg, PA 17104	Stream and wetland restoration, design, and construction	\$1,000,000 - \$3,000,000	50%
Wizard Ranch Mitigation Bank, Stream and Wetland Mitigation Bank, York County, PA	RES 6575 West Loop South Suite 300 Bellaire, TX 77401	Stream and wetland restoration, design, and construction	\$2,000,000 - \$5,000,000	20%
TOTAL NUMBER OF PROJECTS: 7		TOTAL ESTIMATED CONSTRUCTION COSTS: \$ \$25,500,000 - \$41,000,000		

[illegible]

17. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM WAS THE DESIGNATED ENGINEER OF RECORD				
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)
Old Oak Mitigation Bank Stream and wetland restoration Preston County, WV	RES 6575 West Loop South Suite 300 Bellaire, TX 77401	\$3,000,000-\$5,000,000	Construction completed: 2023	Yes
Cherry Ridge Mitigation Bank Stream and wetland restoration Lewis County, WV	RES 6575 West Loop South Suite 300 Bellaire, TX 77401	\$6,000,000-\$8,000,000	Construction completed: 2024	Yes
Horseshoe Hills Mitigation Bank Stream and wetland restoration Marion County, WV	RES 6575 West Loop South Suite 300 Bellaire, TX 77401	\$6,000,000-\$8,000,000	Construction completed: 2023	Yes
Sandy Creek Mitigation Bank Stream and wetland restoration Tyler and Doddridge County, WV	RES 6575 West Loop South Suite 300 Bellaire, TX 77401	\$1,000,000-\$3,000,000	Construction completed: 2022	Yes
Tohickon Creek Mitigation Bank Stream and wetland restoration Buck County, PA	RES 6575 West Loop South Suite 300 Bellaire, TX 77401	\$1,000,000-\$3,000,000	Construction completed: 2025	Yes
Paden Creek Mitigation Bank Stream and wetland restoration Crawford County, PA	RES 6575 West Loop South Suite 300 Bellaire, TX 77401	\$2,000,000-\$4,000,000	Construction completed: 2025	Yes
Big Elk Creek Pollutant Reduction Stream and wetland restoration Chester County, PA	RES 6575 West Loop South Suite 300 Bellaire, TX 77401	\$500,000-\$1,000,000	Construction completed: 2023	Yes
Conococheague Creek PRP Stream and wetland restoration Franklin County, PA	RES 6575 West Loop South Suite 300 Bellaire, TX 77401	\$500,000-\$1,000,000	Construction completed: 2024	Yes

17. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM WAS THE DESIGNATED ENGINEER OF RECORD

[illegible]

18. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM HAS CONSTRUCTION OVERSIGHT ON PROJECTS				
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)
University of Toledo CADE Wetland and Stream Restoration Lucas County, OH	University of Toledo 2801 West Bancroft Street Toledo, Ohio 43606	\$1,000,000 - \$3,000,000	2022	Yes
Park 83 Offsite Wetland and Stream Mitigation Manchester Township, York County, PA	Ridgeline Property Group 3715 Northside Pkwy NW building 200 Suite 610 Atlanta, GA 30327	\$300,000 - \$500,000	2021	Yes
Raccoon Creek Restoration Community Environmental Project Wetlands & Stream Restoration Hanover Township, Beaver County, PA	Energy Transfer 8111 Westchester Dr. Dallas, TX 75225	\$1,000,000 - \$2,000,000.00	2024	Yes
Coleman Run Stream and Wetland Mitigation Site Harrison County, OH	Stream and Wetlands Foundation 123 S Broad St. #238 Lancaster, OH 43130	\$1,000,000 - \$2,000,000.00	2023	Yes
Middle Creek & Yellow Barn Farm Restoration Sites Stream restoration Montgomery County, PA	Pennsylvania Turnpike Commission 251 Flinthill Rd. King of Prussia, PA 19406	\$4,000,000 - \$6,000,000	2020	Yes
Chesapeake Bay Watershed Pollutant Reduction Project Harrisburg, PA	Pennsylvania Department of Transportation 400 North St., Fifth Floor Harrisburg, PA 17120	\$3,000,000 - \$5,000,000	2024	Yes
Municipal Stream Collaboration Dauphin Pollutant Reduction Project Dauphin County, PA	Pennsylvania Department of Transportation 400 North St., Fifth Floor Harrisburg, PA 17120	\$2,000,000 - \$3,000,000	2025	Yes
Sinking Springs Reduction Project York County, PA	Pennsylvania Department of Transportation 400 North St., Fifth Floor Harrisburg, PA 17120	\$250,000 - \$500,000	2020	Yes

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

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST OF YOUR FIRM'S PORTION	YEAR	CONSTRUCTED (YES OR NO)	FIRM ASSOCIATED WITH
Forbidden Drive Trail and Stream Stream Bank Stabilization City of Philadelphia, PA	Friends of Wissahickon 40 W Evergreen Ave. #108 Philadelphia, PA 19118	\$185,839.44	2021	Yes	River Logic Solutions (RLS)
Ringwood Mines Remediation Erosion and Sediment Control, Planting, Seeding Ringwood, NJ	Confidential	\$563,000	2025	Yes	Remedial Construction Services, L.P. (RECON)
Yellowbud Solar Screening and Seeding	National Grid Renewables 8400 Normandale Lake Blvd. Suite 1200 Bloomington, MN 55437	\$2,000,000 - \$3,000,000	2023	Yes	Kiewit

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

See attached "Contractor Qualifications for Passive Treatment and/or Abandoned Mine Reclamation Projects."

21. The foregoing is a statement of facts.

Signature: 

Title: Regional General Manager

Date: August 20, 2025

Printed Name: Michael Sachs

AML and RELATED PROJECT EXPERIENCE MATRIX																								
PROJECT	Exp. Basis C=Corp. P=Personnel *	Additional Info Provided in Section (s) **	PROJECT EXPERIENCE REQUIREMENTS															PRIMARY STAFF PARTICIPATION/CAPACITY *** M=Management P=Professional						
			Abandoned Surface Mine Reclamation	Abandoned Deep Mine Reclamation	Portal/Shaft Closure	Hydrologic/Hydraulic Design/Eval.	Remining Evaluation	Mine/Refuse Fire Abatement	Subsidence Investigation Mitigation	Hazardous Waste Disposal	Project Specifications	Water Quality Evaluation/Nitigation/ Replacement	Construction Inspection/Managem ent	Water Treatment	Active/Passive Water Treatment Systems	Equipment/Structure Removal	Stream Restoration	Geotechnical/Stability	Arnold, Kyra, J.	West, William, Z.	Paraszczuk, William, D.	Harrington, Nicolas	Calfe, Michael, L	Wilfong, Bailey, J.
Meadow Fork Clogged Stream	C	See Contractor Qualifications attachment				X					X	X	X				X			P	P	M/P		
Moth Hollow Mitigation Bank	C					X					X	X	X				X		P		M/P	M		
SSA3 3 Corridor H PRM Site	C					X					X	X	X				X				M/P	M/P		
TNT Cattle Pollutant Reduction Project	C					X					X	X	X				X			P	P	M/P		
Old Oak Mitigation Bank	C	See Contractor Qualifications attachment				X					X	X	X				X		P		P	P		
Cherry Ridge Mitigation Bank	C	See Contractor Qualifications attachment				X					X	X	X				X				P	P		
Horseshoe Hills Mitigation Bank	C	See Contractor Qualifications attachment				X					X	X	X				X		P		P	P		
Sandy Creek Mitigation Bank	C					X					X	X	X				X		P		P			
UT CADE Wetland and Stream Restoration	C					X					X	X	X				X			P	P	M/P		
Park 83 Offsite Wetland and Stream Mitigation	C					X					X	X	X				X							
Raccoon Creek Restoration Community Environmental	C					X					X	X	X				X					M/P		
Coleman Run Stream and Wetland Mitigation Site	C					X					X	X	X				X		P		P			
Middle Creek & Yellow Barn Farm Restoration Sites	C	See Contractor Qualifications attachment				X					X	X	X				X				P	P		

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

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

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

Attachment "B"

AML and RELATED PROJECT EXPERIENCE MATRIX																								
PROJECT	Exp. Basis C=Corp. P=Personnel *	Additional Info Provided in Section (s) **	PROJECT EXPERIENCE REQUIREMENTS															PRIMARY STAFF PARTICIPATION/CAPACITY *** M=Management P=Professional						
			Abandoned Surface Mine Reclamation	Abandoned Deep Mine Reclamation	Portal/Shaft Closure	Hydrologic/Hydraulic Design/Eval.	Remining Evaluation	Mine/Refuse Fire Abatement	Subsidence Investigation Mitigation	Hazardous Waste Disposal	Project Specifications	Water Quality Evaluation/Nitigation/ Replacement	Construction Inspection/Managem ent	Water Treatment	Active/Passive Water Treatment Systems	Equipment/Structure Removal	Stream Restoration	Geotechnical/Stability	Arnold, Kyra, J.	West, William, Z.	Paraszczuk William, D.	Harrington, Nicolas	Calfe, Michael, L.	Wilfong, Bailey, J.
Chesapeake Bay Watershed Pollutant Reduction	C	See Contractor Qualifications attachment				X					X	X	X				X			P		M/P		
Dauphin Pollutant Reduction	C	See Contractor Qualifications attachment				X					X	X	X				X			P	P	P	P	
Sinking Springs Pollutant Reduction	C	See Contractor Qualifications attachment				X					X	X	X				X			P		P		
Forbidden Drive Trail and Stream	C																X							
Ringwood Mines Remediation	C	See Contractor Qualifications attachment																						
Yellowbud Solar Screening and Seeding	C																							
Conewago Creek Pollutant Reduction Project	C					X					X	X	X				X				P	P		
Loch Naim Pollutant Reduction Project	C					X					X	X	X				X			P	M/P	M/P		
Wizard Ranch Mitigation Bank	C					X					X	X	X				X				M/P			
Delco PRM Project	C																							
Tohickon Creek Mitigation Bank	C					X					X	X	X				X				P			
Paden Creek Mitigation Bank	C					X					X	X	X				X				P	P		
Big Elk Creek Pollutant Reduction	C					X					X	X	X				X			P		M/P		

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

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

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

Attachment "B"

AML and RELATED PROJECT EXPERIENCE MATRIX									
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[illegible]

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

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

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

Attachment "B"

Office of Surface Mining Reclamation and Enforcement

Instructions for Completing the AML Contractor Form OMB #1029-0119

Purpose: The Office of Surface Mining Reclamation and Enforcement Applicant/Violator System (AVS) office is required to conduct eligibility checks for businesses performing abandoned mine land (AML) reclamation work to ensure those businesses are not associated with any coal mining violations in accordance with the Surface Mining Control and Reclamation Act (SMCRA). This form is used to update the AVS database which maintains relationship information between individuals and their associated businesses. If you have any questions, please contact the AVS Office at 800-643-9748.

Part A: General Information: Part A should be completed by the AML Contractor. You can find an electronic fillable form on our website (<https://www.osmre.gov/programs/regulating-coal-mines/avs>).

Part B: Obtain an Organizational Family Tree (OFT): Part B should be completed by the AML Contractor. An Organizational Family Tree (OFT) indicates the relationships between individuals and their associated business.

You can obtain an OFT two ways:

1. Call the AVS Office at 800-643-9748 to request your company's OFT.
2. Go to the AVS website (<https://avss.osmre.gov>). Click "Access AVS", and then "Login as Guest". Place your cursor on the "Entity" Module and click. Type your business name (or entity number) in search box and press enter. Select your company and then click on the "Relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS. Review the OFT, if you need to make updates complete Part D. Attach the OFT to your AML Contractor Form.

If you are a new company or this is your first AML bid: Your business is most likely **not** in the AVS. If your company does not appear in the AVS database, move on to Part C, check Box 3, and complete Part D of this form.

If your company has worked on previous AML projects or in the coal mining industry: Your business is most likely in the AVS, but may need to be updated. Obtain and review your OFT and then complete Part C.

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Part C should be completed by the AML Contractor. Please check the box that best describes your situation, sign and date.

Note: Signature date must be recent (within 30 days) to be considered.

Part D: OFT Information. Part D should be completed by the AML Contractor **only** if you want to make updates to what information is in the AVS, or if your company **does not** have any information in the AVS. Include **all** fields, including the relevant begin and/or end dates for individuals, including middle name or initial for individuals if possible.

Answers to Part D FAQs:

Which employees should be included in Part D?

Any current or separated employee of significance should be listed. Refer to the list provided at the top of Part D. For those owning less than 10% reporting the ownership is optional. Include those employees who direct, manage, or control the project. If, for example, a Professional Engineer has the power to determine how the project is conducted you should include him/her on Part D.

What address and phone number should I use?

Use the address and phone number where the person receives business correspondence.

What are the begin and end dates for?

Begin dates indicate when a person started in that position in your company. If an individual still works at the company you can simply fill in the begin date and leave the end date blank or write "N/A". **End dates** are used for indicating that someone no longer works in that capacity or is no longer employed at the company. **If an employee has held more than one position** or title, note the begin dates/end dates for each position.

ABANDONED MINE LANDS (AML) CONTRACTOR INFORMATION FORM

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

Part A: General Information

Business Name:	HGS, PLLC
Tax ID #:	54-1968018
Address:	Local: 137½ East Main Street, Suite 210; Corporate: 6575 West Loop South, Suite 300
City, State, & Zip:	Local: Oak Hill, WV 25901; Corporate: Bellaire, TX 77401
Phone Number:	713.520.5400
Email Address:	businessregistrations@res.us

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

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

Part C: Certifying and updating information in the AVS

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

I, Michael Sachs, have express authority to certify that:
(Print Name)

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

August 20, 2025

Date



Signature

Regional General Manager

Title

Part D: OFT InformationContractor's Business Name: HGS, PLLC

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

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

Name: Roger Wiederkehr
 Address: 6575 West Loop South, Suite 300
 City, State, Zip: Bellaire, TX 77401
 Begin Date: 10/17/2022
 End Date: Currently employed
 % Ownership: 0% (wholly owned subsidiary of Resource Environmental Solutions, LLC)
 Position/Title: President and Chief Executive Officer
 Phone Number: 713.520.5400

Name: Sam Burley
 Address: 6575 West Loop South, Suite 300
 City, State, Zip: Bellaire, TX 77401
 Begin Date: 1/3/2017
 End Date: Currently employed
 % Ownership: 0% (wholly owned subsidiary of Resource Environmental Solutions, LLC)
 Position/Title: General Counsel, Vice President, and Secretary
 Phone Number: 713.520.5400

Name: Lorne Phillips
 Address: 6575 West Loop South, Suite 300
 City, State, Zip: Bellaire, TX 77401
 Begin Date: 10/24/2022
 End Date: Currently employed
 % Ownership: 0% (wholly owned subsidiary of Resource Environmental Solutions, LLC)
 Position/Title: Chief Financial Officer
 Phone Number: 713.520.5400

Name: Ben Eubanks
 Address: 101 S. 15th Street, Suite 104
 City, State, Zip: Richmond, VA 23219
 Begin Date: 3/22/2028
 End Date: Currently employed
 % Ownership: 0% (wholly owned subsidiary of Resource Environmental Solutions, LLC)
 Position/Title: Regional Vice President
 Phone Number: 713.520.5400

PAPERWORK REDUCTION STATEMENT

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

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

Part D: OFT InformationContractor's Business Name: HGS, PLLC

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

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

Name: Michael Sachs
 Address: 317 East Carson Street, Suite 242
 City, State, Zip: Pittsburgh, PA 15219
 Begin Date: 2/20/2017
 End Date: Currently employed
 % Ownership: 0% (wholly owned subsidiary of Resource Environmental Solutions, LLC)
 Position/Title: Regional General Manager
 Phone Number: 713.520.5400

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

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

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

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CERTIFICATE OF *Authorization*

STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS

*The West Virginia State Board of Registration for Professional Engineers
having verified the person in responsible charge is registered in
West Virginia as a professional engineer for the noted firm, hereby certifies*

HGS, LLC DBA ANGLER ENVIRONMENTAL

C04182-00

Engineer in Responsible Charge: KYRA JONES ARNOLD - WV PE 023730

*has complied with section §30-13-17 of the West Virginia Code governing
the issuance of a Certificate of Authorization. The Board hereby notifies you of its
certification with issuance of this Certification of Authorization for the period of:*

January 1, 2024 - December 31, 2025

providing for the practice of engineering services in the State of West Virginia.

IF YOU ARE REQUIRED TO REGISTER WITH THE SECRETARY OF STATE'S OFFICE,
PLEASE SUBMIT THIS CERTIFICATE WITH YOUR APPLICATION.



IN TESTIMONY WHEREOF, THE WEST VIRGINIA STATE BOARD OF
REGISTRATION FOR PROFESSIONAL ENGINEERS HAS ISSUED THIS COA
UNDER ITS SEAL, AND SIGNED BY THE PRESIDENT OF SAID BOARD.

Scott E. Thomas Jr.

BOARD PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/07/2024

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Denver CO Office 200 Clayton Street, Suite 800 Denver CO 80206 USA	CONTACT NAME: PHONE (A/C. No. Ext): (303) 758-7688 FAX (A/C. No.): (303) 758-9458 E-MAIL ADDRESS:														
INSURED HGS, LLC 6575 West Loop South Suite 300 Bellaire TX 77401 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Scottsdale Ins Company</td><td>41297</td></tr><tr><td>INSURER B: Capitol Specialty Insurance Corporation</td><td>10328</td></tr><tr><td>INSURER C: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Ins Company	41297	INSURER B: Capitol Specialty Insurance Corporation	10328	INSURER C: Federal Insurance Company	20281	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Scottsdale Ins Company	41297														
INSURER B: Capitol Specialty Insurance Corporation	10328														
INSURER C: Federal Insurance Company	20281														
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570108801011**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VRS0007682	10/01/2024	10/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$350,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$25,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			54326777	10/08/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			VES0004735	10/01/2024	10/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Automobile Excess Limit \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			54326778	10/08/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Environmental Contractors and Prof			VRS0007682 Prof/Poll - Claims Made	10/01/2024	10/01/2025	Ea Claim / Cvg \$1,000,000 Aggregate \$2,000,000 Deductible \$25,000

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

CERTIFICATE HOLDER**CANCELLATION**

HGS, LLC 6575 West Loop South Suite 300 Bellaire TX 77401 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Certificate No : 570108801011



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

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

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED HGS, LLC
POLICY NUMBER See Certificate Number: 570108801011		
CARRIER See Certificate Number: 570108801011	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured Schedule

Bayou Paul Mitigation Area, LLC
 Carolina Heelsplitter Conservation, LLC
 CBAY-VA LLC
 Chesapeake Wetland Mitigation Bank, LLC
 Church Branch Mitigation, LLC
 Coastal Louisiana Resource, LLC
 Colonel Land LLC
 EBX Waccamaw LLC
 EBX-EM LLC
 EBX-GCW LLC
 EBX-MOUNTAIN RUN, LLC
 EBX-Neuse I, LLC
 EBX-TAR PAM, LLC
 Earthmark Southwest Florida Mitigation, LLC
 Ecological Restoration Services, LLC
 Eighth Louisiana Resource, LLC
 Environmental Banc & Exchange, LLC
 Environmental Banc & Exchange, LLC, a Texas limited liability company
 Fifth Louisiana Resource, LLC
 First California Resource, LLC
 First Indiana Resource
 First Louisiana Resource, LLC
 First Pennsylvania Resource, LLC
 First Texas Resource, LLC
 First West Virginia Resource, LLC
 Fourth Louisiana Resource, LLC
 GDS, LLC
 Headwater Management, LLC
 Headwater Science, LLC
 HGS, LLC
 KKR Potamoi Aggregator GP, LP
 Maurepas Land Holding, LLC
 Mitigation Management, LLC
 Potamoi Holdings, LLC
 RES Aster, LLC
 RES Big Cypress, LLC
 RES Bluefield, LLC
 RES Buyer, Inc.
 RES Carbon, LLC
 RES Carolinas, LLC
 RES CCE Greensferry, LLC
 RES Florida, LLC
 RES Florida Consulting, LLC
 RES Great Lakes, LLC
 RES Gulf Coast, LLC
 RES Holdings, LP
 RES Kentucky, LLC
 RES Mitigation, LLC
 RES Parent, Inc.
 RES R-Bar Land, LLC
 RES-RLH Highlands Ranch, LLC
 CPR/HLV Highlands Ranch, LLC
 RES-RLH West Coast, LLC
 RES-RLH West Coast II, LLC
 RES-RLH West Coast Management, LLC
 RES Texas Mitigation LLC
 RES United, LLC
 Resource Environmental Solutions, LLC
 Resource Project Specific Mitigation, LLC
 RLF Angleton Properties, LLC
 Sandra Walters Consultants, LLC
 Second Louisiana Resource, LLC
 Seventh Louisiana Resource, LLC
 Sixth Louisiana Resource, LLC
 Talisheek, LLC
 Third Louisiana Resource, LLC
 Third Texas Resource, LLC
 Wetland Banking Group of Indiana
 Wisconsin Clearinghouse, LLC

Contractor Qualifications for Passive Treatment and/or Abandoned Mine Reclamation Projects



Statement of Qualifications

Corporate Overview

RES is a national operating company focused on restoring a resilient earth for a modern world, project by project. RES supports the public and private sectors with durable, resilient infrastructure for communities through solns for environmental mitigation, stormwater and water quality, and climate and flooding resilience. RES has a unique operating model for delivering ecological uplift, based on science-led design, full delivery, long-term stewardship, and guaranteed performance. From headwaters to coastal shores, RES designs, builds, and sustains sites that preserve the environmental balance, lifting impaired ecosystems into restored health and ultimately, self-sufficiency. These projects restore sensitive wetland, prairie, and species habitats as well as floodplains, streams, river valleys, and coastal and tidal systems. The result is nature-based systems that cleanse water, shelter wildlife, buffer storms, and sequester carbon from the atmosphere.

RES works closely and creatively with municipalities, developers, operators, landowners, and regulatory agencies to balance the needs of clients, communities, and resources. Our operating model is built around this approach. We employ teams covering the full project lifecycle, combining in-house analytics and technical expertise with implementational resources and capabilities. We have helped clients successfully permit more than 3,900 projects, creating rich, high-functioning ecosystems as part of each permit. Our clients include local and state governments, large mining operators, energy production companies, energy transmission companies, Fortune 500 companies, departments of transportation, and other public-sector organizations. RES now employs 948 dedicated staff in 47 operational hubs across the country.

RES delivers customized solutions tailored to our clients' needs. RES' internal resources include environmental, health, safety, and security (EHS&S) staff, land acquisition specialists, wildlife biologists, Rosgen IV certified stream designers, professional wetland scientists, engineers, hydrologists, QA/QC oversight teams, field ecologists, regulatory project managers, analysts, certified foresters, arborists, landscape architects, construction managers, superintendents, and field crew members as well as supporting project controls, government affairs, public relations, financial, legal, and analytical staff.

RES' experience includes the following:

- Restoration, enhancement, and preservation of 77,899 acres of wetlands
- Restoration of over 690 miles of streams
- Baseline data collection including stream and wetland delineations
- Stormwater engineering design and implementation
- Obtaining land access and agreements with project landowners
- Rehabilitation, preservation, and/or management of over 20,401 acres of special-status species habitat
- Currently conducting monitoring and maintenance (including invasive species management) for over 88,429 acres of mitigation and restoration habitat
- Successful close-out of over 117 mitigation sites
- Permitting and development of over 338 permittee-responsible mitigation projects
- Design, permitting, management, and development of 197 wetland, stream, species, and conservation banks
- Delivery of 20,000 acres of custom, turnkey mitigation solutions
- Reductions of over 524 tons of water quality nutrients
- Planting of over 28,140,473 trees across all operating regions
- Facilitation of compensatory mitigation and nutrient offsets for over 3,980 federal and state permits
- Long-term protection and conservation of over 8,429 acres



1,097,132
POUNDS WATER QUALITY
NUTRIENTS REMOVED



28,140,473
TREES PLANTED



77,899
ACRES WETLANDS
RESTORED



88,429
ACRES LAND
CONSERVED & PROTECTED



690
MILES STREAMS RESTORED



20,401
ACRES SPECIAL-STATUS
SPECIES HABITATS PROTECTED



431
MILES SHORELINE &
TERRACES RESTORED

Past Performance

RES has experience with nature-based mine reclamation projects in a variety of states, including Wisconsin, Pennsylvania, and most recently, West Virginia (pending award). Although RES' project experience in mine reclamation projects is limited, RES does have experience undertaking similar projects across the United States and a strong foundation in providing habitat restoration services post-mine reclamation.

Meadow Fork Clogged Stream Project

West Virginia Dept. of Environmental Protection (WVDEP) | Fayette County, West Virginia

The Meadow Fork Clogged Stream Project will involve the closure of 16 abandoned mine portals, two vertical openings, reclamation of six hazardous water bodies, reclamation of one area of approximately one-quarter acre in size of coal refuse within the stream channel, reclamation of 2,900 LF of un-reclaimed highwall, and approximately 16,671 LF of clogged stream restoration. The main project priority of the WVDEP is to alleviate flooding from the project site's upstream and downstream features.

In July 2025, RES, as the prime contractor, was awarded this \$20M project and will be providing project management, stream design, value engineering, construction, estimating, and right-of-entry acquisition services.



West Virginia Mitigation Bank Full Delivery Project

Statewide, WV | West Virginia Mitigation Bank Umbrella



RES has been providing stream and wetland mitigation solutions in West Virginia since 2006. The first mitigation bank in the state was the RES-owned Meadow River wetland mitigation site, which has since been closed out and transferred to the WVDNR for long-term management. In the decades since that site was first developed, RES has continued to be a leading provider of stream and wetland mitigation within the state, developing a total of twelve banks, and actively working on the permitting of three more.

Between 2008 and 2030, RES will have delivered a total of 142,312 stream mitigation credits and 69.07 wetland credits within the state of West Virginia. All of the sites under RES' Banks may be used for compensatory mitigation for unavoidable impacts to non-tidal waters of the United States, including wetlands and streams. Projects typically encompass a combination of stream and wetland offsets as designed and approved with regulatory bodies. The goals for all sites are to establish a self-sustaining functional aquatic system to offset the functions and acreage of wetlands and other aquatic resources lost or adversely affected by permitted projects.

OLD OAK MITIGATION BANK

The Old Oak Mitigation Bank, located in Preston County, West Virginia, has successfully provided essential stream and wetland mitigation to offset unavoidable environmental impacts. Portions of the site and surrounding parcels, once degraded by timbering and agricultural activities, have undergone comprehensive restoration and enhancement, revitalizing streams and wetlands that were in critical need of intervention. Meanwhile, other areas of the site, largely untouched by human activity, have been preserved to protect their ecological integrity. This 189-acre project now reflects a balanced landscape, blending restored valley-bottom streams and wetlands with enhanced high-gradient streams alongside preserved areas of pristine habitat. Scattered pocket wetlands contribute to biodiversity by providing crucial habitat for wildlife. The project has resulted in the restoration, enhancement, and preservation of 45,109 feet of waterways, stabilizing hydrological flows, improving water quality, and creating resilient ecosystems.

CHERRY RIDGE MITIGATION BANK

The Cherry Ridge Mitigation Bank, nestled in Lewis County, West Virginia, within the West Fork Watershed, is vital in safeguarding and restoring the region's natural ecosystems. This 259.22-acre site serves as a critical lifeline for stream and wetland conservation, offsetting unavoidable environmental impacts through large-scale ecological renewal. Once degraded valley-bottom streams and wetlands have been carefully restored to thriving habitats, high-gradient streams flourish through targeted enhancement and long-term preservation efforts. With ~74,000 feet of waterways restored, enhanced, and protected, the Cherry Ridge Mitigation Bank strengthens biodiversity, improves water quality, and stabilizes hydrological processes. This project not only rejuvenates aquatic ecosystems but ensures their resilience, fostering healthier habitats for wildlife and creating a sustainable environmental legacy for generations to come.

AT A GLANCE.

Contract Value

Initial Contract Price: N/A; these are mitigation banks, each credit deal is contracted separately
Final Contract Price: TBD

Project Size

Varies by project

Contract Period

Initial Completion Date: 2030
Actual Completion Date: 2030

Delivery Method

Design-Build

Horseshoe Hills Mitigation Bank Stream and Wetland Mitigation Bank

Marion County, West Virginia



The Horseshoe Hills Mitigation Bank is one of the largest in West Virginia, composed of more than 80,000 feet of stream and 10 acres of wetland restoration, establishment, enhancement, and preservation. The bank was established by RES as the sponsor in order to provide mitigation to multiple clients for unavoidable impacts to streams and wetlands.

RES completed nearly all aspects of implementation for this project internally, including the following:

- Land contracting services
- Engineering and design
- Permitting with WVDEP, USACE, WVDNR, USFWS, and SHPO
- Construction, using internal crews in two watersheds of the project, and construction oversight within the other two watersheds built by subcontractors
- Maintenance and monitoring following construction

This project is an example of RES' ability to perform large-scale stream and wetland restoration, while completing the majority of the tasks in-house, while staying on schedule and within budget. This project is still under construction.

AT A GLANCE.

Contract Value

Approximate credit contract value based on ILF credit prices:
\$20,911,200

Project Size

300 acres

Contract Period

Estimated Completion Date: 2029
Actual Completion Date: Ongoing

Delivery Method

Full-Delivery Stream and Wetland Mitigation Bank



Little Clear Creek

WVDEP In-Lieu Fee Wetland Mitigation Site | Greenbrier County, West Virginia



AT A GLANCE.

Contract Value

Initial Contract Price: \$808,452

Final Contract Price: \$808,452

Project Size

35 acres

Contract Period

Initial Completion Date: 2026

Actual Completion Date: Ongoing

Delivery Method

Full-Delivery Stream and Wetland
Mitigation Bank

The Little Clear Creek In-Lieu Fee (ILF) Project is located in Greenbrier County, West Virginia, on 35 acres of privately and publicly owned land. It was the first-ever full-delivery mitigation project completed for the WVDEP ILF Program.

The project provides wetland mitigation credits for unavoidable impacts to wetlands resulting from activities authorized under Section 401 and 404 of the Clean Water Act, Section 10 of the Rivers & Harbors Act, and provides a high-quality, ecologically sound mitigation solution for the WVDEP.

RES completed nearly all aspects of implementation for this project, including the following:

- Land contracting services
- Engineering and design
- Permitting with USACE, WVDEP, WVDNR, USFWS, and SHPO
- Construction
- Maintenance and monitoring following construction

After construction was completed on schedule and under budget in 2019, RES was responsible for monitoring and maintenance of the site, which is still underway and expected to be completed in 2026. Once the set success criteria are met, all obligations to RES will be fulfilled and the project will be closed and signed over to the WVDNR to act as the long-term land steward for perpetual monitoring and protection.

Contract Values: The contract with the WVDEP was set and will not be changed. An amendment was initiated at the beginning of the project after the scope changed, and the WVDEP decided to purchase additional credits that were being produced by the site.

Completion Dates: The project is anticipated to be completed in 2026, pending meeting all success criteria that were set by the regulating agencies. These criteria are expected to be met on time in 2026.

Ringwood Mines Remediation

Remedial Construction Services, L.P. | Ringwood, New Jersey



The Ringwood Mines landfill site is a 500-acre former iron mining site located in the borough of Ringwood, New Jersey. From 1967 to 1980, the Ford Motor Company dumped hazardous waste on this land, which negatively affected the health and properties of Ramapough Mountain Indians. This led to Mann V. Ford, a 1997 lawsuit between the Ramapough Lenape Tribe and the Ford Motor Company.

RES was contracted by the site's general contractor, Remedial Construction Services for our experience in native habitat restoration – a requirement for the project due to the historical and cultural significance of the land to the Ramapough Lenape Nation. The project occurred in phases – as one phase was brought to final grade, RES would mobilize to conduct seeding, stabilization, and woody plantings.

In total, the project included 22 acres of native seeding and stabilization of the remediated area and the installation of 8,800 trees and shrubs. Stabilization occurred through a combination of hydromulch, straw mulch, and erosion control blankets.

AT A GLANCE.

Contract Value

\$750,000

Project Size

22 acres

Contract Period

March 2022 – November 2025

Project Type

Erosion and Sediment Control, Planting, Seeding

Project Highlights

- 22 acres of native seeding and stabilization of remediated areas, including ~5 acres of Riparian Mitigation Areas
- Local union labor utilized for work

Key Staff

- Adam Noury, Restoration Manager
- Jon Neifert, Supervisor



Middle Creek & Yellow Barn Farm Restoration Sites

Pennsylvania Turnpike Commission (PTC) | Montgomery County, Pennsylvania



Originally, credit supply for the PTC A38 to A44 widening project was to come from Quaker Mitigation Bank. Credit release timing in relation to the client's need was questionable as the client's project schedule became more defined, so RES quickly changed course to the implementation of two PRM projects to ensure the client would comply with their joint permit requirements. The RES land team acquired the rights to construct the projects on private property, and the RES ecology and engineering teams began data collection necessary for design and permitting. Due to availability constraints, RES subcontracted the design of the Middle Creek site and designed the Yellow Barn site in-house.

Construction of both sites was subcontracted, with RES providing oversight. Both projects were completed on the client's construction schedule. Both sites are currently in the maintenance and monitoring phase and progressing toward meeting all performance standards. These projects exemplify RES' ability to deliver quality full-delivery projects using strategic partners for specific facets of the project.

AT A GLANCE.

Contract Value

Initial Contract Price: \$5,717,406.40

Final Contract Price: \$5,717,406.40

Project Size

Middle Creek Site

3,684 stream credits, 7.658 wetland credits

Yellow Barn Site

2,375.45 stream credits, 3.21 wetland credits

Contract Period

Middle Creek Site

Initial Completion Date: 10/2022

Final Completion Date: 10/22

Yellow Barn Site

Initial Completion Date: 4/2022

Final Completion Date: 4/2022

Delivery Method

Full-Delivery Permittee-Responsible Mitigation

PennDOT Nutrient Reduction Projects

Pennsylvania Department of Transportation | Harrisburg and Manchester, Pennsylvania



Sinking Springs

PennDOT issued an Invitation for Bids soliciting responses for projects to provide nutrient reduction for their MS4 compliance in a turnkey, performance-based (also known as a 'design-build-operate-maintain') contract in 2018. RES was awarded this initial pilot project, Sinking Springs, and provided PennDOT with a guaranteed delivery of total suspended solids (TSS) reduction for a firm, fixed, upfront unit cost (\$/pound of sediment). Since the initial Pilot Project, RES has been awarded three additional nutrient reduction projects, detailed below.

RES' scope of work for each contract included siting, design, permitting, acquisition of property interests, construction, inspection, operation, maintenance, post-construction monitoring, and long-term operation and maintenance of the BMP. Each BMP provides a direct nexus to demonstrate a water quality improvement for urbanized area sediment-impaired waterways within their associated watersheds. RES was required to prepare pollutant reduction plans and calculate the nutrient reductions utilizing the Chesapeake Bay Protocol established by the expert panel. Payment milestones for each are spread over 5-6 years as critical performance milestones are accomplished by RES.

SINKING SPRINGS – POLLUTANT REDUCTION PROJECT (PILOT PROJECT)

RES' BMP on the Sinking Springs Farm, owned by the Northeastern York County Sewer Authority (Sewer Authority), guaranteed the delivery of over 167,000 lbs/year of sediment reduction for a firm, fixed, upfront unit cost (\$/pound of sediment reduction). By identifying the best possible BMP project on low-lying unfarmable land, RES was able to significantly increase the amount of sediment reduction that PennDOT expected to procure with the fixed amount of funding allotted to this pilot project. The project was permitted and constructed in 2019 and is currently entering its fourth growing season post-restoration. This project also resulted in the reduction of 488 lbs of phosphorus and 1,059 lbs of nitrogen from entering the Chesapeake Bay annually.



Sinking Springs, pre-construction

AT A GLANCE.

Client Contact

Jonathan Fleming, Highway Program Manager
717.772.1771 | jonfleming@pa.gov

Contract Value

\$17,150,000

Project Size

- 21,000 LF of Stream
- 33 acres of Wetland

Contract Period

2018 - 2028

Project Highlights

- RES has been awarded four contracts with PennDOT for nutrient reduction
- Turnkey performance-based contracts for water quality improvements.
- Over 3,940,000 lbs. TSS reduction, 5,959 lbs TN reduction, and 2,135 lbs of TP reduction
- RES acquired rights on private and public (municipal and state-owned) land to build and maintain the project



PAXTON CREEK SEDIMENT REDUCTION PROJECT

RES was awarded the Paxton Creek Sediment reduction MS4 project in the summer of 2020. RES guaranteed the delivery of over 573,000 lbs of sediment reduction through the implementation of three different BMPs within the subject watershed. This project and procurement was unique in that PennDOT collaborated with three municipal partners (Capital Region Water, Susquehanna Township, and Lower Paxton Township) to implement BMPs that would generate sediment reduction benefit for all the parties involved. This project also resulted in the reduction of 584 lbs of phosphorus and 2,110 lbs of nitrogen from entering the Chesapeake Bay annually.



The selected BMPs included a mix of public and private land and were designed and permitted with the regulator agencies in under 12 months. All three BMPs were constructed in fall 2021.

CHESAPEAKE BAY WATERSHED POLLUTANT REDUCTION PROJECT

In 2021 RES guaranteed the delivery of over 1,280,000 lbs. of sediment reduction through the implementation of three different BMPs within the subject watershed. This project and procurement was unique in that PennDOT facilitated the development of BMPs for Antrim Township and the Pennsylvania Turnpike Commission which were not part of the original project requirements.

RES obtained the rights to implement three separate projects, at the most cost-effective locations within the three separate search areas. The selected BMPs included a mix of public and private land. The first of the BMPs, which was designed and permitted with the regulatory agencies in under 12 months, is currently under construction. The other two BMPs were constructed in summer/fall 2023.



This project resulted in the reduction of 1,042 lbs of phosphorus and 2,407 lbs of nitrogen from entering the Chesapeake Bay annually.

MUNICIPAL STREAM COLLABORATION DAUPHIN POLLUTANT REDUCTION PROJECT

Awarded in August 2022, this project (and award) was the fourth time PennDOT procured sediment reduction for MS4 compliance. RES guaranteed the delivery of over 800,000 lbs of sediment reduction through the implementation of three BMPs within the Wildwood Lake watershed, the greater Paxton Creek watershed portion, and the Swatara Township portion of the four municipal partners.



West Branch Big Elk Creek BMP, pre- and post-construction

RES obtained the rights to implement three separate projects, at the most cost-effective locations within the search areas and is in the process of preparing a Pollutant Reduction Plan and calculating the sediment reduction utilizing the Chesapeake Bay Protocol established by the Expert Panel. The selected BMPs include a mix of state and municipal-owned public land and were designed and permitted by the end of December 2023.

This project resulted in the reduction of 108 lbs of phosphorus and 442 lbs of nitrogen from entering the Chesapeake Bay annually.

DELAWARE RIVER WATERSHED POLLUTANT REDUCTION PROJECT

Awarded in 2023, this project was the fifth PennDOT sediment reduction procurement contract for MS4 compliance. RES has guaranteed the delivery of over 1,000,000 lbs of sediment reduction for PennDOT throughout the Delaware River Watershed in Pennsylvania. In addition, this contract committed RES to the generation of greater than 100,000 lbs of TSS reduction for the Pennsylvania Turnpike Commission, and more than 333,000 lbs of TSS reduction to New Garden Township in Chester County, PA. These reduction will be accomplished through the implementation of 4-5 BMPs across the planning area, including the Loch Nairn BMP on an abandoned golf course and the Marsh Creek Lake BMP adjacent to the PA Turnpike in Upper Uwchlan Township, Chester County, which will both be constructed in 2024 and will result in over 7,000 LF of stream restoration.

Key Personnel

Team Personnel	Qualifications and Experience Summary
Kyra Arnold, PE Engineer	<p>Kyra is experienced in civil engineering and land development with an emphasis in stormwater management including hydrologic and hydraulic design and analysis. Her primary responsibilities include preparing environmental impact, restoration, and grading plans. Additional responsibilities include stormwater hydraulic calculations and modeling, utility routing, erosion and sediment control plan development, and stormwater management design plan development including BMP selection and design. In these engineering applications, Kyra has used HEC-1, HEC-HMS, TR-20, TR-55, HEC-RAS, Pondpack, and is trained in StormCAD. She is also experienced in the design and preparation of residential and commercial site plans in Northern Virginia, including site grading, utility design, road design, and erosion and sediment control. Kyra has performed house sitings within multiple Virginia jurisdictions and has been involved with site development projects located in Prince William, Fairfax, Stafford, King George, Spotsylvania, Fauquier, and Loudoun Counties.</p>
William (Zach) West, PE Engineer	<p>Zach joined the RES team in 2017 as an EIT doing Autodesk Civil 3D CAD design, planset management, and survey. He came to RES from Jacobs Engineering where he worked for the oil and gas industry doing intra-plant pipe design for two years. He now serves as a registered professional engineer (Civil WR&E) in addition to his CAD technician, survey, hydrologic and hydraulic (H&H) analysis, permitting, regional drone management, piloting, and video editing duties. Zach has experience in floodplain and natural channel mitigation bank design, stormwater management, and erosion & sediment control. He has completed NPDES, HOP, and PCSM plans and reports. He has surveyed with RTK GNSS and total station robots. He has experience with HydroCAD, Hydraflow Hydrographs, and HEC-RAS programs. He is proficient in AutoCAD Civil 3D.</p>
William (Billy) Paraszczuk, PE Engineer	<p>William is an engineer for RES working primarily in Pennsylvania, Ohio, West Virginia and New York. He has experience leading design efforts for water quality initiatives with his knowledge of stream restoration design, sediment and nutrient reduction calculations and hydrologic and hydraulic analysis. William started his career with RES with an internship, working as a stream restoration technician. This role provided him with a hands-on learning experience, building a foundation in stream restoration construction. During this time, he gained experience with construction sequencing, implementing erosion and sedimentation controls, site restoration, stream restoration and stream enhancement plans. He also gained experience with monitoring and maintenance practices on established mitigation sites including invasive species control and removal. William continued his education in stream restoration as a graduate student at Virginia Tech, where he worked as a research assistant and graduate teaching assistant. While completing his coursework to earn his master's in Biological Systems Engineering, he defended his thesis titled "Changes in Stormwater Thermal Loads Due to Bioretention Cells". William is proficient in HEC-RAS (1D and 2D); HydroCAD, PeakFQ, TR-55 hydrologic programs, Autodesk Civil 3D, HY-8 and GIS/QGIS. William earned his bachelor's degree in Biosystems Engineering at Clemson University, specializing in ecological engineering and minoring in Wildlife and Fisheries Biology while serving as the president of Clemson's chapter of the American Society of Agricultural and Biological Engineers. William is an Eagle Scout, an avid outdoorsman and has had an affinity for nature from a young age.</p>
Nicolas Harrington Designer	<p>Nicolas has extensive experience in the environmental restoration field. In his role as Designer, he has assisted with the design and management of a multitude of stream and wetland mitigation, stormwater management, nutrient reduction, and AML reclamation projects across PA, WV, OH, NJ, and NY. Within these projects, Nicolas has played a key part in erosion and sediment control plans, construction site plans, survey data processing, and environmental permitting documentation. Nicolas has now successfully utilized floodplain & legacy sediment removal design approaches to restore over 100,000 linear feet of stream and 50 acres of wetlands in PA & WV.</p>

<p>Michael Calfe, PE Engineer</p>	<p>Michael, one of RES' engineers for Pennsylvania, New York, West Virginia, and Ohio, has experience managing a small team and has extensive knowledge in stream restoration design, hydrologic and hydraulic modeling, and fish passage design. He also led the first dam removal design for RES' Northeast Region. He started his career with RES on an internship as a stream restoration technician. The role allowed him to build an understanding of stream restoration construction as he gained experience implementing erosion and sediment control, site restoration, stream restoration, and stream enhancement plans. He continued his education in stream restoration on the Via Scholar Fellowship at Virginia Tech, where he worked as a fluid mechanics graduate teaching assistant, wrote his thesis, and completed the coursework to earn his master's in civil-water resources engineering. His thesis, "Nitrate Removal by Watershed-Scale Hyporheic Stream Restoration: Modeling Approach to Estimate Effects and Patterns at the Stream Network Scale," was published in the February 2022 edition of Ecological Engineering (https://doi.org/10.1016/j.ecoleng.2021.106498). He is proficient in HEC-RAS (1D and 2D); HydroCAD, PeakFQ, and TR-55 hydrologic programs; Autodesk Civil 3D; HY-8 culvert analysis; and QGIS. Michael completed his bachelor's degree in biosystems engineering at Clemson University, where he focused on ecological engineering and sustainability, while also serving as the president of the school's chapter of the American Society of Agricultural and Biological Engineers. As a proud Eagle Scout and outdoorsman, Michael has held a deep appreciation for nature his whole life.</p>
<p>Bailey Wilfong, LEED BD+C, PE Engineering & Design Manager</p>	<p>Bailey has 17 years of project experience and 12 years of stream, wetland, and ecosystem restoration experience. Her primary responsibilities at RES include oversight of RES' Mid-Atlantic design and engineering team. Bailey is responsible for facilitating and overseeing the team's execution of planning, designing, permitting, and implementation of these plans. Throughout her career, she has served as the engineer of record and technical manager for projects throughout Virginia and Maryland. Her technical responsibilities include stream and wetland design; hydrologic and hydraulic calculations and modeling; erosion and sediment control plan development; and stormwater management plan development. Prior to joining RES, Bailey provided onsite construction supervision of several large facilities, many of which included the implementation of various LID technologies, including permeable pavers and green roofs, which helped her to earn her LEED AP BD+C certification. Bailey has estimated competitively bid projects and budgeted negotiated contracts for projects up to \$17 million. Her roles have included take-offs, subcontractor bid evaluation, and selection and bid compilation. Bailey holds her Professional Engineering Licenses in Virginia and Maryland and has completed Rosgen Level I through III courses.</p>

