



State of West Virginia
Agency Purchase Order

Order Date: 08-27-2024

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number:	APO 0313 0313 DEP2500000051 1	Procurement Folder:	1461912
Document Name:	AML-WVU Tech Drainage Fayette Pike Emergency Engineering	Reason for Modification:	
Document Description:	AML-WVU Tech Drainage Fayette Pike Emergency Engineering		
Procurement Type:	Agency Emergency Purchase		
Buyer Name:	Larry T Workman		
Telephone:	(304) 414-1242		
Email:	larry.t.workman@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2024-05-22
Free on Board:		Effective End Date:	2024-07-06

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000173443	Requestor Name:	Larry T Workman
POTESTA & ASSOCIATES INC		Requestor Phone:	(304) 414-1242
7012 MACCORKLE AVE SE		Requestor Email:	larry.t.workman@wv.gov
CHARLESTON	WV	25304	
US			
Vendor Contact Phone:	999-999-9999	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Total Order Amount:	\$78,036.50
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DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY: Jessica S Chambers
DATE: 2024-08-27
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Emergency Purchase Order
Engineering Services for the WVU Tech Drainage Fayette Pike Emergency Engineering

This Purchase Order constitutes acceptance of Contract made by and between the State of West Virginia by the Purchasing Director for the Agency, the West Virginia Department of Environmental Protection, and the Vendor, Potesta & Associates, Inc Inc., for the WVU Tech Drainage Fayette Pike Emergency Engineering.

Service beginning 5/22/2024 in accordance with the attached vendor's proposed Scope of Work dated: 4/26/2024

Execution of this agreement by the Purchasing Director or their designee constitutes acceptance by those parties of the Terms and Conditions contained in the attached contract documents and binds the vendor whose signature appears therein to said Terms and Conditions.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	78036.50
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Professional engineering services-Emergency

Extended Description:

Professional Engineering Services - Emergency
WVU Tech Drainage Fayette Pike Emergency Engineering

	Document Phase	Document Description	Page 3
DEP2500000051	Final	AML-WVU Tech Drainage Fayette Pike Emergency Engineering	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



west virginia department of environmental protection

Office of Abandoned Mine Lands
1159 Nick Rahall Greenway
Fayetteville, WV 25840
Telephone (304) 574-4465

Harold D. Ward, Cabinet Secretary
dep.wv.gov

MEMORANDUM

TO: Frank Whittaker, Assistant Director
Acquisition & Contract Administration Section
Purchasing Division

BJ Chestnut, Assistant Chief
Business Operations Office - Administrative Services

FROM: Steven Hincks, Southern Emergency Administrator
Abandoned Mine Lands and Reclamation

DATE: April 23, 2024

SUBJECT: WVU Tech Drainage
Emergency Reclamation Project – Fayette County

**Emergency Construction
Activities Approved**

B.J. Chestnut

4-24-2024

AML received a complaint (2024-SOU-039-055) on 4/8/2024 concerning drainage from a collapsed mine portal. AML Maintenance Supervisor Arron Legg was on site investigating when the AML Emergency staff arrived. Once on-site AML staff located a totally collapsed draining mine portal which is producing 75-100 gallons of water per minute. This water is discharging over the hillside and creating major water issues for WVU Tech and residents of Montgomery.

Preliminary research has found mapped coal mines in the area which date to 1946. Several portals were identified on-site at an elevation consistent with the Number 2 Gas Coal Seam. These mines were associated with the Koppers Coal Div., Eastern Gas & Fuel Associates. Coal mining in this area occurred pre-1977, making the site eligible for AML funding.

It is recommended that these collapsed draining portals and associated drainage be approved for AML Emergency funding. This water must be addressed immediately. Uncontrolled drainage has overtaken the existing underdrains, catch basins and box culverts, which has resulted in a consistent flow of water which has reached the city streets. Failure to address the draining water as an emergency will likely cause additional damage to the WVU Tech grounds as well as the local residents of Montgomery.

The project is expected to consist of 3 wet seals, cleaning the existing underdrains, installing new box culverts to catch the draining water, and establishing a system to divert water from the draining portals to the existing city sewer system. Limiting the water flowing over the hillside from the collapsed draining portals will assist in removing the water from the unstable hillside and prevent possible future landslides in this area. Construction costs are estimated to be \$200,000.

Promoting a healthy environment.

Professional services will be utilized to design the reclamation. Potesta Associates Inc. has been selected to perform the engineering design for the project. Professional services are not expected to exceed \$75,000.

Please contact me at 304-993-5590 if you have any questions.

Steve Hincks
Southern Emergency Administrator
Office of Abandoned Mine Lands and Reclamation

Cc: file

Steven
Hincks

Digitally signed by: Steven
Hincks
DN: CN = Steven Hincks email
= steven.j.hincks@wv.gov C =
US O = AML OU = DLR
Date: 2024.04.23 11:16:10 -
04'00'



Hincks, Steven J <steven.j.hincks@wv.gov>

Re: WVU Tech Drainage - AML Emergency

Whittaker, Frank M <frank.m.whittaker@wv.gov>
To: "Hincks, Steven J" <steven.j.hincks@wv.gov>
Cc: B J Chestnut <b.j.chestnut@wv.gov>

Wed, Apr 24, 2024 at 9:10 AM

Steven,

Your request to contract with Potesta Associates Inc. is approved. Please follow all procedures outlined in the Purchasing Division Handbook.

Thank you,

On Tue, Apr 23, 2024 at 11:21 AM Hincks, Steven J <steven.j.hincks@wv.gov> wrote:

Please see the attached Purchasing Memo for Professional Services for a potential AML - Emergency Project, WVU Tech Drainage

Please let me know if you have any additional questions.

--

Steven Hincks

West Virginia Department of Environmental Protection
Abandoned Mine Lands Division
Southern Emergency Administrator, ERSS
Office: 304.926.0449 Cell: 304.993.5590

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Frank Whittaker, CPPB, NIGP-CPP

Assistant Director
West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
(304) 558-2316
frank.m.whittaker@wv.gov

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

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

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

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

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

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 45 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 of 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.

☐
☐
☐
☐

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 per occurrence.

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

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

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

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

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

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

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

☐
☐
☐
☐

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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) Dana L. Burns, Vice President

(Address) 7012 MacCorkle Avenue, SE, Charleston, WV 25304

(Phone Number) / (Fax Number) (304) 342-1400 / (304) 343-9031

(email address) dlburns@potesta.com

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

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

Potesta & Associates, Inc.

(Company)

(Signature of Authorized Representative)

Dana L. Burns, Vice President

August 14, 2024

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

(304) 342-1400 / (304) 343-9031

(Phone Number) (Fax Number)

dlburns@potesta.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: N/A

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Potesta & Associates, Inc.

Company



Authorized Signature

August 14, 2024

Date

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



Engineers and Environmental Consultants

7012 MacCorkle Avenue, SE, Charleston, WV 25304 • (304) 342-1400 • www.potesta.com

VIA EMAIL ONLY

April 26, 2024

Mr. Steven J. Hincks
West Virginia Department of Environmental Protection
Division of Land Restoration
601 57th Street, SE
Charleston, West Virginia 25304

RE: Proposal for Engineering Services
WVU Tech Drainage Fayette Pike-AML Emergency
Fayette County, West Virginia
Potesta Project No. 0101-24-0105

Dear Mr. Hincks:

Potesta & Associates, Inc. (POTESTA) is pleased to provide this proposal to the West Virginia Department of Environmental Protection (WVDEP), Office of Abandoned Mine Lands (AML) for engineering and design services for the above-referenced emergency project. Our proposal is based on observations and discussions during our visit to the site on April 19, 2024. This site meeting was attended by Messrs. Steven Hincks, Mason Fields, and Jay Jones of the WVDEP; and Mr. Mark Kiser of POTESTA.

INTRODUCTION

The WVU Tech Drainage Fayette Pike-AML Emergency project is located on a hillside above the former college campus in Montgomery, Fayette County, West Virginia. WVDEP, AML previously completed emergency AML projects in the same general area including installation of wet mine seals, catch basins, pipes, and underdrains. City of Montgomery officials contacted WVDEP, AML regarding uncontrolled drainage entering Fayette Pike.

WVDEP, AML and POTESTA walked the project area. The drainage problem begins along the south side of a paved parking lot to the west of the former WVU Tech football field. WVDEP, AML believes that wet mine seals were installed in the No. 2 Gas coal seam as part of a previous AML emergency project. It is believed that three mine seals were installed at this elevation over a distance of approximately 400 feet. No evidence of wet mine seal pipes were observed during the field visit. A piezometer pipe was observed near the parking lot at the suspected easternmost wet mine seal. Drainage was flowing from the ground surface in a drainage swale along the edge

POTESTA & ASSOCIATES, INC.

Charleston, West Virginia • Morgantown, West Virginia • Winchester, Virginia

of the parking lot and from two suspected mine seal locations just past the western edge of the parking area. Additional piezometers were found in the area of the two suspected wet seals. From the No. 2 Gas coal seam elevation, mine drainage flows down the hillside to a parking lot at the west end of Golden Bear Drive. A suspected underdrain along the south edge of this parking lot drains to a catch basin. Surface runoff from the hillside also drains toward the catch basin. A second catch basin at the northwestern corner of this parking lot is in a state of disrepair. Drainage from this second catch basin flows over the ground surface toward a house at 639 Fayette Pike, drains across the property at 639 Fayette Pike, and enters the street. This house is a rental property. We talked with the renter during our field visit who indicated that the drainage problems from above had been ongoing for some time.

We also observed a drop inlet with a round grate beside a utility pole on the south edge of Fayette Pike east of the residence at 639. This drop inlet is believed to have been constructed as a part of one of the previously completed WVDEP, AML emergency projects. This drop inlet connects to a nearby drop inlet near the center of Fayette Pike, believed to be a city-owned drop inlet.

PROPOSED RECLAMATION APPROACH

WVDEP, AML would like to construct a new drainage system from the wet mine seals in the No. 2 Gas coal seam to the city-owned stormwater system along Fayette Pike. The existing catch basins and pipes which are not functional will be removed.

The first option discussed was a fabriform channel constructed along the south edge of the parking lot west of the football field to collect drainage from the wet mine seals. The fabriform channel would be extended down the hillside to the parking lot at the end of Golden Bear Drive, transitioning to drain into a new drop inlet and underground piping system to Fayette Pike. Concerns with this approach include the amount of watershed above the fabriform channel which could lead to problems when transitioning to an underground pipe system. The approximate drainage area contributing runoff to the envisioned fabriform channel is approximately 11 acres.

The second option discussed was an underground pipe system to collect mine drainage from the suspected three wet mine seals along the south edge of the parking lot west of the football field. The underground piping will consist of mine seal conveyance piping and manholes and will continue down the hillside to Fayette Pike. This option will collect subsurface flow of mine discharges, and convey them to the existing drop inlet with round grate in the south edge of Fayette Pike. The underdrain along the south edge of the parking lot at the end of Golden Bear Drive will be connected to the conveyance piping system. A trench drain along the north side of the parking lot will also be tied into the conveyance piping system. It appears that the trench drain was connected to the previous underground pipe system at a catch basin which is in disrepair.

We are also proposing to construct an underdrain along the south edge of the parking lot where the three wet mine seals are believed to be located. The underdrain will be connected to the conveyance piping system. This should allow for the collection of subsurface drainage which may be draining from the No. 2 Gas mine workings. A schematic conceptual plan is attached.

POTESTA will conduct preliminary engineering and field reconnaissance, topographic survey and mapping development, engineering design and analysis, and prepare construction drawings, specifications, contractor's bid form, and engineer's opinion of probable construction cost estimate. POTESTA will attend the pre-bid meeting, pre-construction meeting, and provide up to three visits during construction, if required by WVDEP, AML as outlined below.

SCOPE OF SERVICES

POTESTA's proposed scope of services for this project is as follows:

Task 1 – Preliminary Engineering, Planning, and Field Reconnaissance

This task includes a review of available mine mapping, as well as regional coal geology for the area, to evaluate the locations of possible underground mine workings that may be contributing drainage to the problem areas. Following a review and study of the mine mapping, POTESTA will travel to the site for project planning and field reconnaissance to develop a conceptual reclamation plan approach, determine and mark locations of features to be surveyed and a corridor for which topographic mapping will be developed from field survey, and to stake proposed soil boring locations.

Task 2 – Topographic Survey and Site Mapping Development

A topographic survey will be completed including the collection of field survey data. POTESTA will send a two-man survey crew from our Charleston, West Virginia office to establish survey control points, perform a topographic survey along the corridor of the proposed drainage system, locate existing site utilities (buried and aboveground), groundwater seeps, recovered property corners (if present), retaining walls, existing drainage features, etc. Proposed boring locations will be surveyed. This information will be used to prepare topographic mapping of the project area which will be supplemented by LIDAR mapping and/or aerial images as needed for areas outside the immediate project limits.

Task 3 – Subsurface Exploration

To better understand the elevation of the No. 2 Gas coal seam and amount of water contained in the mine, POTESTA is proposing to drill two subsurface borings through the immediate overburden above the coal seam. The borings will be drilled from a location on the natural hillside

above the coal seam and suspected mine wet seals. The exact field location of the borings will be determined following POTESEA's initial field reconnaissance site visit. The subsurface borings will be advanced using a track-mounted rotary drill rig. Boring depths are assumed at 50 feet each.

A field technician from POTESEA will be on-site during the drilling to monitor the drilling crew so that the borings are advanced at the intended locations and to the proper termination depths. The field representative will visually observe the soil and rock samples collected during the drilling, and will conduct field tests such as pocket penetrometer, standard penetration, soil moisture, and USCS visual field classification during the field exploration work. The borings will be logged on-site using POTESEA's standard field boring log forms. Information indicated on the log forms will include a description of the soil and rock types encountered, groundwater levels, and results of field measurements.

The borings will be advanced through unconsolidated soils using hollow stem augers. Standard penetration (SPT) testing will be conducted at regular intervals of 2.5 feet continuing to an assumed depth of 15 feet where the sampling interval will be increased to 5-foot centers. This will continue in unconsolidated horizons until SPT refusal is obtained on bedrock. Following SPT retrieval, the collected samples will be visually examined and logged, field testing will be conducted, and a representative portion of each sample will be placed in labeled glass jars for subsequent visual reference and laboratory testing. Following SPT refusal on bedrock, each of the borings will be retooled for the collection of continuous rock core samples. Continuous rock core samples will be obtained. The recovered rock core will be visually logged as to the rock type and the depth of strata or rock type changes, as well as various field recovery measurements which will be documented on POTESEA's field logging forms upon recovery and extraction of the core from the sample barrel. One-inch PVC pipe casing will be set in the borings to allow water level readings to be collected.

The results obtained from the subsurface exploration and site survey will then be utilized by POTESEA to prepare design plans, specifications, and bidding documents for the project.

Task 4 – Permitting

Access will be from existing WVU Tech and City of Montgomery streets. As a result, no MM-109 permitting has been included. The approximate length of the drainage conveyance system is 900 feet. If earth disturbance is 30 feet wide along the project length, the disturbed area is 27,000 square feet. This area is below the 1 acre threshold at which a construction stormwater National Pollutant Discharge Elimination System permit is required. As a result, no permitting activities have been included.

Task 5 – Analysis and Design

This task includes review of preliminary engineering and reconnaissance, survey, and subsurface exploration information followed by development of a 30 percent conceptual reclamation design. The 30 percent design will be provided to WVDEP, AML followed by attending an on-site meeting to review the 30 percent plan with WVDEP, AML. POTESta will complete subsequent revisions as required to produce a preliminary design submission.

Task 6 – Construction Drawings, Specifications and Engineer's Cost Estimate

This task involves the final design and preparation of construction drawings, technical specifications, engineer's construction cost estimate, and contractor's bid form based on the conceptual reclamation design and WVDEP, AML's comments on the conceptual and preliminary plans and other documents. A design calculation brief and an engineer's estimate of probable construction costs will also be prepared and submitted. The following drawings are anticipated:

1	Cover and Index Sheet
1	Existing Conditions Plan with Tax Parcels Shown
1	Proposed Reclamation Plan with Tax Parcels Shown
1	Erosion and Sediment Control with Tax Parcels Shown
1	Drainage Profiles (Conveyance Pipe and Underdrains)
2	Miscellaneous Details
7	Total Estimated Drawings

Task 7 – Pre-Bid Meeting/Pre-Construction Meeting

POTESTA will provide one person who was involved in the overall project design to attend the on-site pre-bid conference and an on-site pre-construction meeting with the contractor.

Task 8 – Construction Support

This task includes the cost for field monitoring and associated office support. The task cost is based on three individual visits to the site during the construction, with three hours of on-site field time plus travel from our Charleston, West Virginia office per each visit.

ESTIMATED COST AND SCHEDULE

Our detailed manhour and cost estimate for Tasks 1 through 8 is shown on the enclosed table. POTESta's estimated cost for the project is **\$78,036.50**.

Mr. Steven J. Hincks
April 26, 2024
Page 6

POTESTA will submit the construction drawings, specifications, and engineer's cost estimate within 30 days of receipt of a notice-to-proceed with the work from WVDEP, AML.

We look forward to continuing to be of service to WVDEP, AML on this project. I will call in a few days to discuss the proposed approach and answer any questions you may have regarding the approach and proposed scope of services.

Sincerely,

POTESTA & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "D. Mark Kiser". The signature is fluid and cursive, with the first name "D." and last name "Kiser" clearly distinguishable.

D. Mark Kiser, PE
Chief Engineer

DMK/cia

Enclosures

COST SUMMARY***WVU Tech Drainage Fayette Pike-AML Emergency
Fayette County, West Virginia***

Task/Item	Units	Unit Rate	Total Cost
<i>Task 1 - Preliminary Engineering, Planning and Field Reconnaissance</i>			
Principal	2 Hours	\$ 300.00	\$ 600.00
Chief Engineer	10 Hours	\$ 260.00	\$ 2,600.00
Engineer	8 Hours	\$ 105.00	\$ 840.00
Clerical	4 Hours	\$ 110.00	\$ 440.00
Mileage	100 Miles	\$ 0.67	\$ 67.00
<i>Subtotal Task 1:</i>			\$ 4,547.00
<i>Task 2 - Topographic Survey and Site Mapping Development</i>			
Chief Engineer	4 Hours	\$ 260.00	\$ 1,040.00
Professional Surveyor	24 Hours	\$ 150.00	\$ 3,600.00
Two-Man Survey Crew	40 Hours	\$ 140.00	\$ 5,600.00
CADD Designer	16 Hours	\$ 110.00	\$ 1,760.00
Mileage	300 Miles	\$ 0.67	\$ 201.00
<i>Subtotal Task 2:</i>			\$ 12,201.00
<i>Task 3 - Subsurface Exploration</i>			
Principal	2 Hours	\$ 300.00	\$ 600.00
Chief Engineer	6 Hours	\$ 260.00	\$ 1,560.00
Technician	16 Hours	\$ 80.00	\$ 1,280.00
Clerical	2 Hours	\$ 110.00	\$ 220.00
Mileage	100 Miles	\$ 0.67	\$ 67.00
Drill Mobilization/Demobilization	1 Each	\$ 2,800.00	\$ 2,800.00
Soil Augering	30 Feet	\$ 44.80	\$ 1,344.00
Water Set Up	1 Lump Sum	\$ 1,200.00	\$ 1,200.00
Rock Coring	70 Feet	\$ 44.80	\$ 3,136.00
PVC Casing	100 Feet	\$ 28.00	\$ 2,800.00
Dozer for Access	2 Days	\$ 952.00	\$ 1,904.00
Seeding/Mulching Drill Access	1 Lump Sum	\$ 2,240.00	\$ 2,240.00
<i>Subtotal Task 3:</i>			\$ 19,151.00
<i>Task 4 - Permitting</i>			
No costs anticipated.			\$ -
<i>Subtotal Task 4:</i>			\$ -
<i>Task 5 - Analysis and Design</i>			
Principal	2 Hours	\$ 300.00	\$ 600.00
Chief Engineer	12 Hours	\$ 260.00	\$ 3,120.00
Senior Engineer	8 Hours	\$ 180.00	\$ 1,440.00
Engineer	24 Hours	\$ 105.00	\$ 2,520.00

Task/Item	Units	Unit Rate	Total Cost
CADD Designer	24 Hours	\$ 110.00	\$ 2,640.00
Clerical Support	4 Hours	\$ 110.00	\$ 440.00
Subtotal Task 5:			\$ 10,760.00
Task 6 - Construction Drawings, Specifications and Engineer's Cost Estimate			
Principal	4 Hours	\$ 300.00	\$ 1,200.00
Chief Engineer	32 Hours	\$ 260.00	\$ 8,320.00
Engineer	60 Hours	\$ 105.00	\$ 6,300.00
CADD Designer	96 Hours	\$ 110.00	\$ 10,560.00
Clerical Support	8 Hours	\$ 110.00	\$ 880.00
Subtotal Task 6:			\$ 27,260.00
Task 7 - Pre-Bid Meeting/Pre-Construction Meeting			
Senior Engineer	8 Hours	\$ 180.00	\$ 1,440.00
Clerical Support	4 Hours	\$ 110.00	\$ 440.00
Mileage	100 Miles	\$ 0.67	\$ 67.00
Subtotal Task 7:			\$ 1,947.00
Task 8 - Construction Support			
Senior Engineer	3 Hours	\$ 180.00	\$ 540.00
Technician	15 Hours	\$ 80.00	\$ 1,200.00
Clerical Support	3 Hours	\$ 110.00	\$ 330.00
Mileage	150 Miles	\$ 0.67	\$ 100.50
Subtotal Task 8:			\$ 2,170.50
TOTAL ESTIMATED COST:			\$ 78,036.50

WET SEAL 1



WET SEAL 2
WET SEAL 3



TWO BORINGS ABOVE WET SEAL 3



CONCEPTUAL PLAN



west virginia department of environmental protection

Office of Abandoned Mine Lands
1159 Nick Rahall Greenway
Fayetteville, WV 25840
Telephone (304) 574-4465

Harold D. Ward, Cabinet Secretary
dep.wv.gov

May 22, 2024

Mr. Mark Kiser
Potesta & Associates, Inc.
7012 MacCorkle Ave SE,
Charleston, WV 25304

RE: WVU Tech Drainage Fayette Pike - AML Emergency Project
Professional Services Notice to Proceed

Mr. Kiser,

Please be advised that your cost estimate for the above referenced project, dated April 26, 2024, in the amount of \$78,036.50 has been approved. Potesta & Associates, Inc., may begin providing professional services immediately.

Exploratory right of entry has been obtained for the all properties. However, should you have any problems entering the property, please contact this office immediately.

Please notify me of your schedule for any site investigations, so that a representative of this office can be present if needed. Also, please keep us informed of your progress so that appropriate project meetings may be scheduled.

You may contact me directly if you have any questions regarding this notice to proceed or the project in general.

Thank You,

Steve Hincks
Southern Emergency Administrator
Office of Abandoned Mine Lands and Reclamation

Steven Hincks

Digitally signed by: Steven Hincks
DN: CN = Steven Hincks email =
steven.j.hincks@wv.gov C = US O =
AML OU = DLR
Date: 2024.05.22 13:12:33 -04'00'

Promoting a healthy environment.

NON-CONFLICT OF INTEREST FORM

Completion Instructions

The Purchasing Division requires all evaluators of solicitations, despite the type of transaction, to sign a **Certification of Non-Conflict of Interest**, in accordance with the **West Virginia Code §5A-3-31**. The Purchasing Division also requires that the agency procurement officer sign this certification. By signing this certification, the evaluator(s), advisor(s) and the agency procurement officer attest that: (1) his or her service on the evaluation committee is not in violation of **West Virginia Code § 5A-3-31, § 6B-2-5**, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified herein with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division. Agency procurement officers should discuss the non-conflict of interest issue with potential committee members to ensure that individuals who may have a conflict are not chosen to participate as evaluation committee members.

Please note that this requirement applies to all transaction types.

This certification must be submitted at the following time frames:

- Requests for Proposals (RFP) / Expressions of Interests (EOI): Agencies must submit this certification prior to beginning the evaluation of an RFP or EOI.
- Requests for Quotations and All Other Transaction Types: The evaluator(s) must sign the Certification of Non-Conflict of Interest and submit it, along with the recommendation for award, to the Purchasing Division.

This certification applies to all transactions processed through the Purchasing Division. In addition, it is required for agency delegated purchases exceeding \$5,000. Agencies may adopt this policy at their discretion for purchases of \$5,000 or less.

If you have any questions, please feel free to contact your agency procurement officer or your assigned buyer within the Purchasing Division. Thank you for your cooperation in this matter.



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly act alone or combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of services, commodities or printing to the state under the provisions of this article if the purpose or effect of such action, combination, collusion or conspiracy is either to: (1) Lessen competition among prospective vendors; or (2) cause the state to pay a higher price for such services, commodities or printing than would be or would have been paid in the absence of such action, combination, collusion or conspiracy; or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section is guilty of a felony and, upon conviction thereof, shall be imprisoned in a state correctional facility not less than one nor more than five years, and be fined not exceeding \$10,000."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [WVU Tech Drainage - Fayette Pike]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Steve Hincks Southern Emergency Administrator	DLR/AML	Steven Hincks <small>Digitally signed by: Steven Hincks DN: CN = Steven Hincks email = steven.j.hincks@wv.gov C = US O = AML OU = DLR Date: 2024.07.26 14:31:29 -04'00'</small>	7/26/2024
Larry T Workman	<small>Digitally signed by: Larry T Workman DN: CN = Larry T Workman email = larry.t.workman@wv.gov C = AD O = WV DEP OU = Business Operations Date: 2024.07.26 14:37:28 -04'00'</small>		
Jessica Smith, ASM II	DEP/Business Operations	Jessica Smith <small>Digitally signed by: Jessica Smith DN: CN = Jessica Smith email = jessica.chamberssmith@wv.gov C = AD O = DEP OU = Business Operations Date: 2024.08.19 12:02:14 -04'00'</small>	8/19/2024

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West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

POTESTA & ASSOCIATES, INC.

Organization Information					Close	
Org Type	Effective Date	Established Date	Filing Date	Ch	Hi, I'm SOLO! I can help you file your Annual Report.	
C Corporation	3/6/1997		3/6/1997	Do		
Organization Information						

Business Purpose	5413 - Professional, Scientific and Technical Services - Professional, Scientific and Technical Services - Architectural, Engineering and Related Services (landscape architects, drafting, geophysical mapping, testing labs)		Capital Stock	1000.0000
Charter County	Kanawha	Control Number	0	
Charter State	WV	Excess Acres	0	
At Will Term		Member Managed		
At Will Term Years		Par Value	1.000000	
Authorized Shares	1000	En	Hi, I'm SOLO! I can help you file your Annual Report.	

Addresses

Type	Address
Local Office Address	7012 MACCORKLE AVENUE, SE CHARLESTON, WV, 25304
Mailing Address	7012 MACCORKLE AVENUE, SE CHARLESTON, WV, 25304 USA
Notice of Process Address	RONALD R. POTESta 7012 MACCORKLE AVENUE CHARLESTON, WV, 25304
Principal Office Address	7012 MACCORKLE AVENUE SE CHARLESTON, WV, 25304 USA
Type	Address

Officers

Type	Name/Address
Incorporator	RONALD R. POTESta 2300 MACCORKLE AVE CHARLESTON, WV, 253
President	RONALD POTESta 1831 LAUDEN HEIGHTS CHARLESTON, WV, 25314
Vice-President	DANA BURNS 1704 WINDING HILL DR

Hi, I'm SOLO! I can help
you file your Annual
Report.

SISSONVILLE, WV, 25320

Type

Name/Address

Annual Reports

Filed For

2024

2023

2022

2021

2020

2019

2018

2017x

2017

2016

2015

2014

2013

2012

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Report.

2012
2011
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1999
Date filed

For more information, please contact the Secretary of State

Tuesday, August 6, 2024 — 8:11 AM

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
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e.g. 123456789, Smith Corp

"POTESTA & ASSOCIATES INC"

x

Classification



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Excluded Entity



Federal Organizations



Exclusion Type



Exclusion Program



Location



Dates



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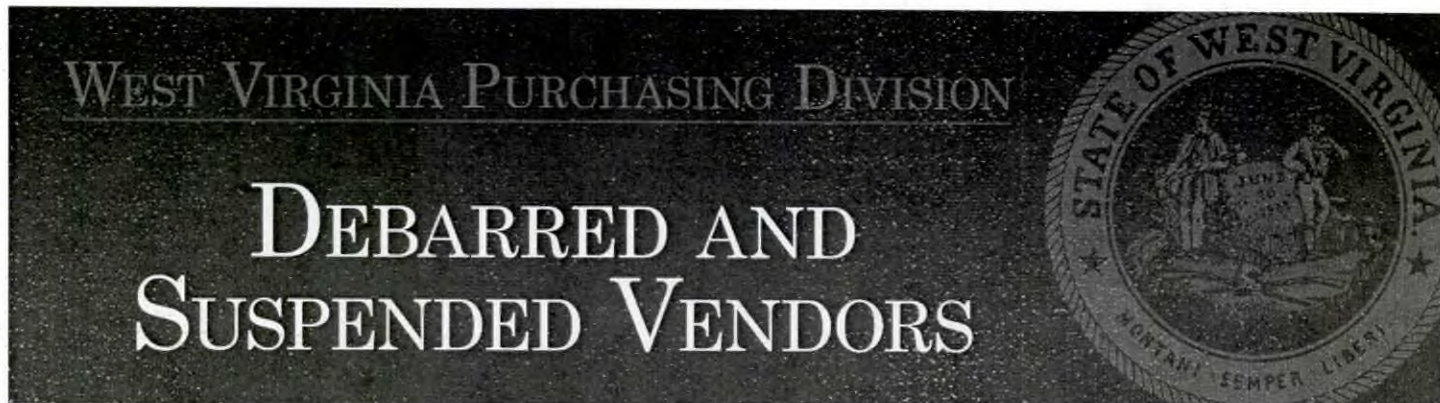
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A ++ | A | A --

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Debarred Vendor List

Pursuant to **West Virginia Code** §5A-3-33c and 33d, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a debarred vendor during the debarment period.

Below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

Vendor Name:	Arapaho Communications Management LLC
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Arapaho Communications LP
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Arapaho Pipe & Supply LP
Vendor Address:	840-A Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	May Baqai Individually and as Notice of Process Recipient for Planet Cellular Inc.
Vendor Address:	1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Mehwish Baqai Individually and as Vice President, Planet Cellular Inc.
Vendor Address:	17326 Edwards Road Ste. A207 Cerritos, CA 90703

	1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Gerry E. Barton
Vendor Address:	Route 1, Box 185 Valls creek, WV 24815
Debarment Date:	February 23, 2011
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Bayliss & Ramey, Inc.
Vendor Address:	145 Vaughan Drive Fraziers Bottom, WV 25082
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Courtney Bowman RNCR Trucking
Vendor Address:	PO Box 394 Raysal, WV 24879

	90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	June 1, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Daniel R. Dennis, III
Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Dennis Corporation
Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Clark A. Diehl
Vendor Address:	P.O. Box 20003 Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Deniz Erdinc
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Steven Hull
Vendor Address:	P.O. Box 434 Jane Lew, WV 26378
Debarment Date:	September 14, 2018
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	KGH Development Inc.
Vendor Address:	840 Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Jack M. Kidd
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022

Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Nancy Kennedy Backwoods Trucking
Vendor Address:	P.O. Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	April 20, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Bruce E. Kenney, III
Vendor Address:	916 Vikingfield TE Chesapeake, VA 23322
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Lighthouse Sourcing Solutions, LLC
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Joyce Matney Mountaineer Trucking
Vendor Address:	P.O. Box 262 Raysal, WV 24879 Rt. 83 701 Raysal, WV 24879
Debarment Date:	July 29, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	James Travis Miller
Vendor Address:	65 Summit Ridge Road Hurricane, WV 25526
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Andrew P. Nichols
Vendor Address:	732 Nursery Lane Lesage, WV 25537 OR RR 1, 407H Lesage, WV 25537
Debarment Date:	October 13, 2017; updated April 29, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services except for work as an employee of Marshall

University and its affiliated research entities.

Vendor Name:	Planet Cellular Inc.
Vendor Address:	13909 Bettencourt St. Cerritos, CA 90703
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Russel Radach
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	John Derek Riffe
Vendor Address:	P.O. Box 262 Raysal, WV 24879 OR Rt. 83 701 Raysal, WV 24879
Debarment Date:	August 18, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	VMK/JMK Investment Holding LLC
Vendor Address:	400 Willow Glen Drive El Paso, TX 79922
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Wallpapers In Stock, Inc.
Vendor Address:	1600 Kanawha Boulevard, West Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Mark Rudolph Whitt
Vendor Address:	380 Cannery Lane Winfield, WV 25213
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Suspended Vendor List

Pursuant to **West Virginia Code** §5A-3-32, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a suspended vendor during the suspension period (not to exceed one year).

There are currently no vendors suspended from bidding with the State of West Virginia.

Questions regarding debarred or suspended vendors should be directed to:

West Virginia Purchasing Division
2019 Washington Street, East
Post Office Box 50130
Charleston, West Virginia
25305-0130
USA

Telephone (304) 558-2306

To check the federal debarment and suspension lists, use the [Excluded Parties List System](#).

For more news, check out the latest issue of [The Buyers Network](#).

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west virginia department of environmental protection

Office of Abandoned Mine Lands & Reclamation
601 57th Street SE
Charleston, WV 25304-2345
Phone 304-926-0485/Fax 304-926-0458

Harold D. Ward, Cabinet Secretary
dep.wv.gov

MEMORANDUM

To: Wesley Vandall, Procurement Supervisor
DEP/Division of Land Restoration – AML/OER

From: Steven Hincks, Emergency Administrator
DEP/Office of Abandoned Mine Lands & Reclamation

Date: July 2, 2024

Subject: ARQS WVU Tech Drainage Fayette Pike 30 Day Late Memo

Please be advised that the documents for the WVU Tech Drainage Fayette Pike, AML Emergency Project were submitted past the 30-day time frame. The time was extended due to delays in the final design and the time needed for exploratory drilling and the preparation of the bore logs, therefore a delay in submitting the proper documentation has resulted.

Please let me know if you have any further questions or concerns.

Thanks,

Steve Hincks,

Southern Emergency Administrator

**Steven
Hincks**

Digitally signed by: Steven Hincks
DN: CN = Steven Hincks email =
steven.j.hincks@wv.gov C = US O
= AML OU = DLR
Date: 2024.07.02 11:39:25 -04'00'

Promoting a healthy environment.

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: Potesta & Associates, Inc.

Tax ID #: 31-1509066

Address: 7012 MacCorkle Avenue, SE

City, State, & Zip: Charleston, WV 25304

Phone Number: (304) 342-1400

Email Address: dlburns@potesta.com

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

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

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, Dana L. Burns, 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.

May 23, 2024

Date

Dana L. Burns

Signature

Vice President

Title

Part D: OFT Information

Contractor's Business Name: _____

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

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

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

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

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

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

PAPERWORK REDUCTION STATEMENT

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

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



AVS OFT Report - 5/23/2024 9:15:57 AM

All OFT's where the selected entity is listed as an entity or related entity

Entity Selected (247598) Potesta & Associates Inc

Parent Entity	Relationship	Description	Related Entity	% Ownership	Begin Date	End Date
(247598) Potesta & Associates Inc	Vice President		(247600) Dana L Burns		3/7/1997	
(247598) Potesta & Associates Inc	Shareholder		(247600) Dana L Burns	20%	3/7/1997	
(247598) Potesta & Associates Inc	Shareholder		(264075) Peter Potesta	10%	1/1/2021	
(247598) Potesta & Associates Inc	President		(247599) Ronald R Potesta		3/7/1997	
(247598) Potesta & Associates Inc	Shareholder		(247599) Ronald R Potesta	65%	3/7/1997	
(247598) Potesta & Associates Inc	Vice President		(247601) Laidley Eli McCoy		6/7/1997	12/31/2014



POTE&AS-01

DGARCIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2024

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
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT
NAME:
PHONE
(A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL
ADDRESS: admin@amesgough.com

INSURED

Potesta & Associates, Inc.
7012 MacCorkle Avenue, SE
Charleston, WV 25304

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: Valley Forge Insurance Company A(XV) 20508
INSURER B: Continental Insurance Company A(XV) 35289
INSURER C: National Fire Insurance Company of Hartford A(XV) 20478
INSURER D: Lexington Insurance Company A, XV 19437
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6057035330	3/7/2024	3/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:					
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		6057035327	3/7/2024	3/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					
	EXCESS LIAB CLAIMS-MADE		6057035358	3/7/2024	3/7/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	6057035344	3/7/2024	3/7/2025	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
D	Professional Liab.		015136031	3/7/2024	3/7/2025	Per Claim/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pollution Liability is included in the Professional Liability policy and shares the limits per the policy terms and conditions.

RE: WVU TECH DRAINAGE FAYETTE PIKE- AML EMERGENCY PROJECT

CERTIFICATE HOLDER

CANCELLATION

WVDEP
Office of Abandoned Mine Lands
1159 Nick Rahall Greenway
Fayetteville, WV 25840

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



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, **TO-WIT:**

I, Dana L. Burns, after being first duly sworn, depose and state as follows:

1. I am an employee of Potesta & Associates, Inc.; and,
(Company Name)
2. I do hereby attest that Potesta & Associates, Inc.
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Dana L. Burns
Signature: *Dana L. Burns*
Title: Vice President
Company Name: Potesta & Associates, Inc.
Date: May 23, 2023

Taken, subscribed and sworn to before me this 23rd day of May, 2024.

By Commission expires September 9, 2028

(Seal)



Charlene L. Armstead
(Notary Public)



PURCHASING AUTHORIZATION

Document No. ARQS DEP25*02	PF No. 1461912	Date 7/08/2024
Agency/Invoice To: WV Department of Environmental Protection Office of Abandoned Mine Land & Reclamation 601 57th Street Charleston, WV 25304		Project Name: AML-WVU Tech Drainage Fayette Pike Emergency Engineering
Agency/Ship To: WV Department of Environmental Protection Office of Abandoned Mine Land & Reclamation 601 57th Street Charleston, WV 25304		Office Approval: (if applicable) Signature _____ Print Name _____
Vendor Information: POTESTA & ASSOCIATES INC 7012 MACCORKLE AVE SE CHARLESTON, WV 25304		

Description			
ARQS DEP25*02			
Engineering Services for the WVU Tech Drainage Fayette Pike Emergency Engineering			
This Purchase Order constitutes acceptance of Contract made by and between the State of West Virginia by the Purchasing Director for the Agency, the West Virginia Department of Environmental Protection, and the Vendor, Potesta & Associates, Inc Inc., for the WVU Tech Drainage Fayette Pike Emergency Engineering.			
Service beginning 5/22/2024 in accordance with the attached vendor's proposed Scope of Work dated: 4/26/2024			
Execution of this agreement by the Purchasing Director or their designee constitutes acceptance by those parties of the Terms and Conditions contained in the attached contract documents and binds the vendor whose signature appears therein to said Terms and Conditions.			

Procurement Authorized **Jessica Smith**
Signature _____
Title **ASM II**
Telephone **(304)926-0499 ext. 41140**

Digitally signed by: Jessica Smith
DN: CN = Jessica Smith email = jessica.
chambersmith@wv.gov C = AD O = DEP OU
= Business Operations
Date: 2024.07.24 14:34:50 -0400

Total Estimated Value of this Authorization: **\$78,036.50**

Department Authorized Approval:
Travis G Parsons
Signature _____
Travis Parsons, Deputy Director
Print Name _____

Digitally signed by: Travis G Parsons
DN: CN = Travis G Parsons email = travis.g.parsons@wv.gov C = US O = WV
Department of Environmental Protection OU = Office of Abandoned Mine Lands
Date: 2024.07.08 13:45:06 -0400

NON-CONFLICT OF INTEREST FORM

Completion Instructions

The Purchasing Division requires all evaluators of solicitations, despite the type of transaction, to sign a **Certification of Non-Conflict of Interest**, in accordance with the **West Virginia Code** §5A-3-31. The Purchasing Division also requires that the agency procurement officer sign this certification. By signing this certification, the evaluator(s), advisor(s) and the agency procurement officer attest that: (1) his or her service on the evaluation committee is not in violation of **West Virginia Code** § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified herein with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division. Agency procurement officers should discuss the non-conflict of interest issue with potential committee members to ensure that individuals who may have a conflict are not chosen to participate as evaluation committee members.

Please note that this requirement applies to all transaction types.

This certification must be submitted at the following time frames:

- Requests for Proposals (RFP) / Expressions of Interests (EOI): Agencies must submit this certification prior to beginning the evaluation of an RFP or EOI.
- Requests for Quotations and All Other Transaction Types: The evaluator(s) must sign the Certification of Non-Conflict of Interest and submit it, along with the recommendation for award, to the Purchasing Division.

This certification applies to all transactions processed through the Purchasing Division. In addition, it is required for agency delegated purchases exceeding \$5,000. Agencies may adopt this policy at their discretion for purchases of \$5,000 or less.

If you have any questions, please feel free to contact your agency procurement officer or your assigned buyer within the Purchasing Division. Thank you for your cooperation in this matter.



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly act alone or combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of services, commodities or printing to the state under the provisions of this article if the purpose or effect of such action, combination, collusion or conspiracy is either to: (1) Lessen competition among prospective vendors; or (2) cause the state to pay a higher price for such services, commodities or printing than would be or would have been paid in the absence of such action, combination, collusion or conspiracy; or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section is guilty of a felony and, upon conviction thereof, shall be imprisoned in a state correctional facility not less than one nor more than five years, and be fined not exceeding \$10,000."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [WVU Tech Drainage - Fayette Pike]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Steve Hincks Southern Emergency Administrator	DLR/AML	Steven Hincks <small>Digitally signed by: Steven Hincks DN: CN = Steven Hincks email = steven.j.hincks@wv.gov C = US O = AML OU = DLR Date: 2024.07.26 14:31:29 -04'00'</small>	7/26/2024
Larry T Workman		<small>Digitally signed by: Larry T Workman DN: CN = Larry T Workman email = larry.t.workman@wv.gov C = AD O = WV DEP OU = Business Operations Date: 2024.07.26 14:37:28 -04'00'</small>	



west virginia department of environmental protection

Office of Abandoned Mine Lands
1159 Nick Rahall Greenway
Fayetteville, WV 25840
Telephone (304) 574-4465

Harold D. Ward, Cabinet Secretary
dep.wv.gov

MEMORANDUM

TO: Frank Whittaker, Assistant Director
Acquisition & Contract Administration Section
Purchasing Division

BJ Chestnut, Assistant Chief
Business Operations Office - Administrative Services

FROM: Steven Hincks, Southern Emergency Administrator
Abandoned Mine Lands and Reclamation

DATE: April 23, 2024

SUBJECT: WVU Tech Drainage
Emergency Reclamation Project – Fayette County

**Emergency Construction
Activities Approved**

B.J. Chestnut

4-24-2024

AML received a complaint (2024-SOU-039-055) on 4/8/2024 concerning drainage from a collapsed mine portal. AML Maintenance Supervisor Arron Legg was on site investigating when the AML Emergency staff arrived. Once on-site AML staff located a totally collapsed draining mine portal which is producing 75-100 gallons of water per minute. This water is discharging over the hillside and creating major water issues for WVU Tech and residents of Montgomery.

Preliminary research has found mapped coal mines in the area which date to 1946. Several portals were identified on-site at an elevation consistent with the Number 2 Gas Coal Seam. These mines were associated with the Koppers Coal Div., Eastern Gas & Fuel Associates. Coal mining in this area occurred pre-1977, making the site eligible for AML funding.

It is recommended that these collapsed draining portals and associated drainage be approved for AML Emergency funding. This water must be addressed immediately. Uncontrolled drainage has overtaken the existing underdrains, catch basins and box culverts, which has resulted in a consistent flow of water which has reached the city streets. Failure to address the draining water as an emergency will likely cause additional damage to the WVU Tech grounds as well as the local residents of Montgomery.

The project is expected to consist of 3 wet seals, cleaning the existing underdrains, installing new box culverts to catch the draining water, and establishing a system to divert water from the draining portals to the existing city sewer system. Limiting the water flowing over the hillside from the collapsed draining portals will assist in removing the water from the unstable hillside and prevent possible future landslides in this area. Construction costs are estimated to be \$200,000.

Promoting a healthy environment.

Professional services will be utilized to design the reclamation. Potesta Associates Inc. has been selected to perform the engineering design for the project. Professional services are not expected to exceed \$75,000.

Please contact me at 304-993-5590 if you have any questions.

Steve Hincks
Southern Emergency Administrator
Office of Abandoned Mine Lands and Reclamation

Cc: file

**Steven
Hincks**

Digitally signed by: Steven
Hincks
DN: CN = Steven Hincks email
= steven.j.hincks@wv.gov C =
US O = AML OU = DLR
Date: 2024.04.23 11:16:10 -
04'00'



Hincks, Steven J <steven.j.hincks@wv.gov>

Re: WVU Tech Drainage - AML Emergency

Whittaker, Frank M <frank.m.whittaker@wv.gov>

Wed, Apr 24, 2024 at 9:10 AM

To: "Hincks, Steven J" <steven.j.hincks@wv.gov>

Cc: B J Chestnut <b.j.chestnut@wv.gov>

Steven,

Your request to contract with Potesta Associates Inc. is approved. Please follow all procedures outlined in the Purchasing Division Handbook.

Thank you,

On Tue, Apr 23, 2024 at 11:21 AM Hincks, Steven J <steven.j.hincks@wv.gov> wrote:

Please see the attached Purchasing Memo for Professional Services for a potential AML - Emergency Project, WVU Tech Drainage

Please let me know if you have any additional questions.

--

Steven Hincks**West Virginia Department of Environmental Protection**

Abandoned Mine Lands Division

Southern Emergency Administrator, ERSS

Office: 304.926.0449 Cell: 304.993.5590

--

Frank Whittaker, CPPB, NIGP-CPP

Assistant Director

West Virginia Purchasing Division

2019 Washington Street, East

Charleston, WV 25305

(304) 558-2316

frank.m.whittaker@wv.gov



State of West Virginia
Agency Purchase Order

Order Date: 10-16-2024

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number:	APO 0313 0313 DEP2500000051 2	Procurement Folder:	1461912
Document Name:	AML-WVU Tech Drainage Fayette Pike Emergency Engineering	Reason for Modification: Change Order #1 to Extend Contract	
Document Description:	AML-WVU Tech Drainage Fayette Pike Emergency Engineering		
Procurement Type:	Agency Emergency Purchase		
Buyer Name:	Larry T Workman		
Telephone:	(304) 414-1242		
Email:	larry.t.workman@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2024-05-22
Free on Board:		Effective End Date:	2024-11-30

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000173443	Requestor Name:	Larry T Workman
POTESTA & ASSOCIATES INC		Requestor Phone:	(304) 414-1242
7012 MACCORKLE AVE SE		Requestor Email:	larry.t.workman@wv.gov
CHARLESTON	WV	25304	
US			
Vendor Contact Phone:	999-999-9999	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Total Order Amount:	\$78,036.50
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DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY: Jessica S Chambers

DATE: 2024-10-16

ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order

Change Order No. 1 issued to extend the original contract to November 30, 2024 according to all terms, conditions and specifications contained in the contract including all authorized change orders. The extension of this contract is provided to complete the project only.

Effective Date: July 7, 2024

All provisions of the of the original contract and the subsequent change orders not modified herein shall remain in full force and effect.

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	78036.50
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Professional engineering services-Emergency

Extended Description:

Professional Engineering Services - Emergency
WVU Tech Drainage Fayette Pike Emergency Engineering

	Document Phase	Document Description	Page 3
DEP2500000051	Final	AML-WVU Tech Drainage Fayette Pike Emergency Engineering	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



west virginia department of environmental protection

Division of Land Restoration
Office of Abandoned Mine Lands
601 57th Street SE
Charleston, WV 25304
Phone: 304-926-0499
Fax: 304-926-0458

Harold D. Ward, Cabinet Secretary
dep.wv.gov

September 30, 2024

Ms. Donna McCallister
Potesta & Associates Inc.
7012 MacCorkle Avenue, SE
Charleston, WV 25304

Re: WVU Tech Drainage Fayette Pike – E
Change Order #1

Contract Number: APO DEP25*051

Dear Ms. McCallister:

The WVDEP Office of Abandoned Mine Lands is issuing a change order to extend the original contract according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders.

This change order is for an extension to the contract term. This change order will serve to revise the end date of the contract from July 6, 2024, to November 30, 2024.

The effective date of the change order is 07/07/2024.

The original timeframe was not met due to the time needed to properly design the project.

Change Order Approved by WVDEP:

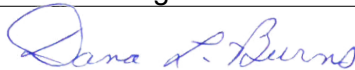
Name	Title	Signature	Date
Steve Hincks	Southern Emergency Administrator		

Completion of this change order approval process requires

- ☒ your signature below
- ☐ a current copy of your contractor's license

- ☒ a current copy of your insurance certificate
 - ☐ WVDEP must be listed as additional insured and the contract number must be listed in the extended description

I am in agreement with the changes as outlined in this letter.
(vendor signature required below)

Name	Title	Signature	Date
Dana L. Burns	Vice President		10/2/2024

Please email the signed documents to steven.j.hincks@wv.gov within 7 days of receipt of this letter.



State of West Virginia
Agency Purchase Order

Order Date: 12-18-2024

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number:	APO 0313 0313 DEP2500000051 3	Procurement Folder:	1461912
Document Name:	AML-WVU Tech Drainage Fayette Pike Emergency Engineering	Reason for Modification: Change Order #2 Decrease and Close	
Document Description:	AML-WVU Tech Drainage Fayette Pike Emergency Engineering		
Procurement Type:	Agency Emergency Purchase		
Buyer Name:	Larry T Workman		
Telephone:	(304) 414-1242		
Email:	larry.t.workman@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2024-05-22
Free on Board:		Effective End Date:	2024-11-30

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: 000000173443				Requestor Name:	Larry T Workman
POTESTA & ASSOCIATES INC				Requestor Phone:	(304) 414-1242
7012 MACCORKLE AVE SE				Requestor Email:	larry.t.workman@wv.gov
CHARLESTON		WV	25304		
US					
Vendor Contact Phone:	999-999-9999	Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Total Order Amount:	\$55,489.92
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DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY: Jessica S Chambers

DATE: 2024-12-18

ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order

Change Order No. 2 issued to decrease and close the original contract according to all terms, conditions and specifications contained in the contract including all authorized change orders.

Original Contract Sum: \$78,036.50

Change Order #2 Decrease: (\$22,546.58)

New Contract Total: \$55,489.92

Effective Date: 11/18/2024

All provisions of the of the original contract and the subsequent change orders not modified herein shall remain in full force and effect.

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	55489.92
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Professional engineering services-Emergency

Extended Description:

Professional Engineering Services - Emergency
WVU Tech Drainage Fayette Pike Emergency Engineering

	Document Phase	Document Description	Page 3
DEP2500000051	Final	AML-WVU Tech Drainage Fayette Pike Emergency Engineering	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



west virginia department of environmental protection

Division of Land Restoration
Office of Abandoned Mine Lands
601 57th Street SE
Charleston, WV 25304
Phone: 304-926-0499
Fax: 304-926-0458

Harold D. Ward, Cabinet Secretary
dep.wv.gov

November 18, 2024

Mr. Mark Kiser
Potesta & Associates, Inc.
PO BOX 13279
Charleston, WV 25304

Re: WVU Tech Drainage Fayette Pike – E
Change Order # 2

Contract Number: APO DEP25*051

Dear Mr. Kiser:

The WVDEP Office of Abandoned Mine Lands is issuing a change order to decrease and close the original contract according to all terms, conditions, prices, and specifications contained in the original contract.

This change order is for a decrease of \$22,546.58. This change order is for the final design and will close out the final contract.

The effective date for this change order is 11/18/2024.

Commodity Line #1 – Professional engineering services- Emergency. The total for the engineering services will be decreased. The estimated cost was \$78,036.50, while the final cost was \$55,489.92.

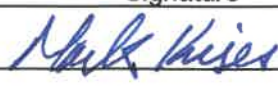
Change Order Approved by WVDEP:

Name	Title	Signature	Date
Steve Hincks	Southern Emergency Administrator	Steven Hincks <small>Digitally signed by: Steven Hincks DN: CN = Steven Hincks, email = steven.j.hincks@wv.gov C = US O = AML OU = DLR Date: 2024.12.05 12:43:30 -0500</small>	

Completion of this change order approval process requires

- ☒ your signature below
- ☐ a current copy of your contractor's license
- ☐ a current copy of your insurance certificate
 - WVDEP must be listed as additional insured and the contract number must be listed in the extended description

I am in agreement with the changes as outlined in this letter.
(vendor signature required below)

Name	Title	Signature	Date
MARK KISER	CHIEF ENGINEER		12/5/24

Please email the signed documents to steven.j.hincks@wv.gov within 7 days of receipt of this letter.