State of West Virginia
Agency Purchase Order

Order Date: 06-29-2026

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 DEP2600000513 1	**Change Order No:**	
Procurement Folder:	1987029	**Reason for Modification:**	
Document Name:	AML- Buckhannon (George) Subsidence Emergency Engineering		
Document Description:	AML- Buckhannon (George) Subsidence 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:**	2025-09-12
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2026-09-11

VENDOR

Vendor Customer Code: VS0000019973
DIEFFENBAUCH & HRITZ LLC
1095 CHAPLIN RD STE 200

MORGANTOWN WV 26501
US
Vendor Contact Phone: 304-985-5555 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Melanie D Simpson
Requestor Phone: (304) 926-0499
Requestor Email: melanie.d.simpson@wv.gov

INVOICE TO

ENVIRONMENTAL PROTECTION
1000 TECHNOLOGY DRIVE

FAIRMONT WV 26554

US

SHIP TO

STATE OF WEST VIRGINIA
JOBSITE - SEE SPECIFICATIONS

No City WV 99999

US

Total Order Amount:	$378,091.55

DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY: Jessica S Chambers
DATE: 2026-06-29
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Emergency Purchase Order

Engineering Services for the Buckhannon (George) Subsidence

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, Dieffenbauch & Hritz, LLC, for the Buckhannon (George) Subsidence Emergency
.

Service beginning 9/12/2025 in accordance with the attached vendor's proposed Scope of Work dated: 9/11/2025

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	378091.55
Service From	**Service To**	**Manufacturer**		**Model No**	

Commodity Line Description: Professional engineering services-Emergency

Extended Description:
Professional engineering services-AML- Buckhannon (George) Subsidence Emergency Engineering

	Document Phase	Document Description	Page 3
DEP2600000513	Final	AML- Buckhannon (George) Subsidence Emergency Engineering	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 365 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: $1,000,000.00 per occurrence.

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

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

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

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

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

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

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

☐

☐

☐

☐

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

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

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

☐ ____________________________ for ____________________________________.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

    2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

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

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

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

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

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July1, 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) Brent Bailes

(Address) 1095 Chapin Rd. Ste 200 Morgantown, WV 26501

(Phone Number) / (Fax Number) 304-985-5555

(email address) bbailes@dandhengineers.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, 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.

Dieffenbauch & Hritz, LLC

(Company)

Eric R. Stewart

(Signature of Authorized Representative)

Eric Stewart, PE VP of Engineering 05/20/2026

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

304-985-5555

(Phone Number) (Fax Number)

bbailes@dandhengineers.com

(Email Address)

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

***Please note that any reference to the Department of Administration, Purchasing Division should be replaced with the Department of Environmental Protection on any Construction/Reclamation Projects that are processed under the Department's Exemption (Senate Bill 474).**

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is complaint.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The West Virginia Department of Environmental Protection and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

Contracts awarded for the Office of Abandoned Mine Lands & Reclamation (AML) projects require the Vendor to complete the Contractor Information Form (AVS) to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement (OSMRE).

(https://www.osmre.gov/programs/regulating-coal-mines/avs). This requirement applies to Contractors and their Sub-contractors and is found under OSMRE's regulations at CFR Title 30, Chapter VII, Subchapter R, Part 874.16:

https://www.ecfr.gov/current/title-30/chapter-VII/subchapter-R/part-874

Vendors should submit the most recent version with their bid documents. Form must be signed and dated within the last 30 days for vendors' bid to be considered for any current solicitation.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)

a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)

a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

a. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:
(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of $2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

(a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
(b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)
Where applicable, and only for contracts awarded by the State in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. (2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds $150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI–LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. BUILD AMERICA, BUY AMERICA ACT.
(2 C.F.R. §184)

The Build America, Buy America Act requires that iron, steel, manufactured products, and construction materials used in applicable federally funded infrastructure projects be produced in the United States. Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at

https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

    (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Secretary of the National Intelligence or the Secretary of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

16. PROHIBITION ON PROCUREMENT OF COVERED UNMANNED AIRCRAFT SYSTEMS FROM COVERED FOREIGN ENTITIES.

(48 C.F.R. 52.240-1)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain Unmanned Aircraft Systems (i.e., drones) on federal or federally assisted projects that do not comply with the American Security Drone Act of 2023 (effective Dec 22, 2025), which states an agency may not procure any covered unmanned aircraft system that is manufactured or assembled by a covered foreign entity, which includes associated elements related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System. The Federal Acquisition Security Council, in coordination with the Secretary of Transportation, shall develop and update a list of associated elements.
(4) Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities-(Nov 2024) eCFR :: 48 CFR 52.240-1 -- Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities. (FAR 52.240-1) disallows the Vendor and State from the following:
    (i) Delivering any Federal Acquisition Security Council (FASC)-prohibited unmanned aircraft (*i.e.,* drones) and associated elements (sections 1823 and 1826 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.)
    (ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.); and
    (iii) On or after December 22, 2025, using Federal funds for the procurement or operation of an FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

17. Coal Industry Employee Certification Form- Exhibit C

In carrying out programs with Infrastructure Investment and Jobs Act (IIJA) AML funding, OSMRE encourages States and Tribes, consistent with applicable State or Tribal law, to use procurement processes that incentivize AML contractors to hire current and former employees of the coal industry when bidding on IIJA-funded AML projects and to collect information from AML contractors about the number of current and former coal industry employees they employ.

State of West Virginia	Vendor
Name: Purchasing Division	
By: B.J. Chestnut	By: Herbert L. Parsons
Printed Name: B.J. Chestnut	Printed Name: Herbert L. Parsons, III
Title: Asst. Chief, WV DEP Business Operations	Title: President
Date: 6-12-2026	Date: 06/04/2026

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

5.1. The Secretary may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Secretary.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Secretary may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Secretary may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Secretary may request that the vendor remedy the contract breach or legal violation within a time frame the Secretary determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Secretary determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Secretary may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Secretary believes that a vendor may be non-responsible, the Secretary may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Secretary determines that the vendor is non-responsible, the Secretary shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Secretary may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the WVDEP if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the WVDEP and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Secretary that a suspension is warranted, the Secretary will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Secretary no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Secretary's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Secretary no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Secretary will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Secretary will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Secretary to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Secretary's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Secretary may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Secretary shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Secretary may cancel a contract held by a debarred vendor if the Secretary determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Secretary's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the WVDEP shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Secretary finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Secretary shall maintain and publicly post a list of debarred vendors on the Department's website.

5.5.6. Related Party Debarment. The Secretary may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Secretary determines a related party debarment is warranted. Any entity that fails to provide the Secretary with full, complete, and accurate information requested by the Secretary to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.
W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

[ ] – Not Applicable Because Contract Not for Construction

[ ] – Federal Prevailing Wage Determination on Next Page

Exhibit C

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ABANDONED MINE LANDS

Coal Industry Employee Certification Form

Per OSMRE **Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)** Guidance for Abandoned Mine Land Implementation:

*"In spending AML funds, as authorized by **section 40701(f) of the IIJA**, States and Tribes should, consistent with State or Tribal applicable law, prioritize providing employment opportunities to current and former employees of the coal industry, when such employees are available to work on projects within the region, State, or local area."*

To comply with OSMRE Guidance, the WVDEP Office of Abandoned Mine Lands requires all contractors awarded a IIJA-funded project to submit data on current employees who are currently, or were previously, employed in the coal mining industry. Coal industry employment may include employment in any capacity directly related to coal mining, processing, transport, o r power generation.

NOTE: This form must be signed and dated within 30 days of submission to be considered for a current bid.

General Information:

Contractor Name:	Dieffenbauch & Hritz, LLC
Address:	1095 Chaplin Rd. Ste 200 Morgantown, WV 26501
Phone:	304-985-5555
Email Address:	kwestfall@dandhengineers.com

Hubert L. Ramsey (signature)   06/04/2026

Contractor Signature   Date

Current Employee Name	Address	Phone Number	Coal Company Name Previously or Currently Employed By
Robyn Smith	1095 Chaplin Rd. Morgantown, WV	304-985-5555	Alpha Natural Resources

Current Employee Name	Address	Phone Number	Coal Company Name Previously or Currently Employed By

west virginia department of environmental protection

Office of Abandoned Mine Lands and Reclamation
1000 Technology Drive Suite 3220
Fairmont, WV 26554
304-842-1900

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

September 8, 2025

Mr. Eric Stewart, PE.
Diffenbauch & Hritz
1095 Chaplain Road Suite 200
Morgantown, WV 26501

RE: Buckhannon (George) Subsidence
Work Directive

Dear Mr. Stewart:

The following information identifies the site requiring the services of your firm for the emergency project design and the reclamation activities needed to abate the problems associated with the referenced site.

A. GENERAL DESCRIPTION:

1. Name of Problem Area: Buckhannon (George) Subsidence
2. Location of Problem Area: Possible subsidence event under the Georges' home.
3. Approximate Site Location: 39° 17' 35.9"N -80° 22' 51.6"W

B; NEED FOR PROJECT:

Mrs. Candy George contacted the AML Program to report a subsidence problem at the front left corner of their home in May or 2024. At that the Georges' were in contact with their insurance company to evaluate the potential mining as the cause of the subsidence issue. Triad Engineering completed a geotechnical evaluation for BRIM. July of 2025 Triad completed their findings and submitted it to BRIM. The mining took place in the Redstone coal seam which is located approximately 8 feet below the ground surface at the house. The last known mining operator is Casto Coal Company with last known mining unknown (Pre-1977) according to the mapping.

This problem area needs abated immediately to prevent any future hazards.

Under emergency guidelines, your firm has been chosen to perform the engineering work required to initiate an abatement plan to properly reclaim the hazards.

C: PREFERED SCOPE OF WORK:

Complete all surface and subsurface work needed to provide the abatement plans and specifications required to successfully eliminate the current hazards at the site. Create a geotechnical report to verify the eligibility of the hazards. The abatement plans and specifications shall be provided in both electronic (AutoCAD format and Word format) as well as paper format.

D: SERVICES REQUIRED:

Provide the expected cost estimate for testing services, surveying and engineering time proposed to complete the plans and specifications that will achieve the design objective outlined in Section C.

The cost estimate should be returned to this office for evaluation within fourteen (14) working days from the date of receipt of this directive.

Please bear in mind that your cost estimate for all services must be based on the approved cost proposal for this contract. Should you have any questions concerning this directive or the site in question, please contact this office.

Sincerely,
Jeremy Ayers, P.E.
Digitally signed by: Jeremy Ayers, P.E.
DN: CN = Jeremy Ayers, P.E. email = Jeremy.D.Ayers@WV.GOV C = US O = WVDEP AML OU = North Emergency
Date: 2025.09.08 07:53:48 -04'00'
Jeremy Ayers, PE
North Emergency Engineer

cc: File
Eric Simpson

Enclosure

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF ABANDONED MINE LANDS AND RECLAMATION
COMPLAINT INVESTIGATION REPORT

Complainant's Name: George Mark & Candy **In Care Of:**

Address: 404 Shumaker Rd.

City: Buckhannon **State:** WV **Zip Code:** 26201

Day Phone: 1-304-613-6424 **Evening Phone:**

Other Phone: **Fax:**

PA Name: Buckhannon (George) Subsidence

PU Name: BUCKHANNON **PU#:** 201150

WCU#: 05020001 ASSIGNED BY CHARLESTON

Directions to Problem Area:

Leaving 1000 Technology Dr Head southeast. Go for 253 ft. Turn left onto Nasa Blvd. Go for 0.5 mi. Turn left onto White Hall Blvd (US-250). Go for 0.1 mi. Take ramp onto I-79 S. Go for 16.7 mi. Take exit 115 toward WV-20/Stonewood/Nutter Fort.
Go for 0.3 mi. Turn left onto Buckhannon Pke (WV-20 S). Go for 4.1 mi. Turn right onto Buckhannon Pke (WV-20) toward Buckhannon. Go for 13.3 mi. Turn left onto Shumaker Rd. Go for 0.1 mi. Continue on Shumaker Rd. Go for 0.2 mi. Turn slightly left onto Shumaker Rd. Go for 361 ft. Bend at 404 Shumaker Rd Buckhannon, West Virginia 26201-45

Is Property Coverd by Sbusidence? U

Keyword Description of Problem Area: (S) Subsidence

Nearest Post Office: Buckhannon **County:** Upshur

USGS QUAD Name: CENTURY

Latitude: 39°17'35.90" **Latitude:** -80°22'51.60"

Tentative Priority:

Nature of Problem:

From Report #2025-NOR-097-082
On Monday May 19th, 2025, I met Candy on-site and walked the area where she showed me numerous cracks in the CMUs around their residence. There had been emergencies performed in the 90's not only on this property but in neighboring properties. The WVDOH even filled a subsidence feature in the roadway nearby. Currently Candy and her husband Mark are in the process of waiting on BRIM and a driller they have hired, Triad Engineering, to perform some geotechnical work drilling near the residence to determine if there are any voids and what further work will need to be performed to secure the structure and its foundation. At this time AML will not be able to assist the Georges until the drilling is completed and a report is furnished to determine how to move forward at this time. The area in question has had surface mining and deep mining in the past the Redstone and the Pittsburgh have been "stripped" at this location and there is the old Casto mine that has been documented being deep mined at this location and the Iris mine. Mining has been documented since the 1930's and in the 1940's. Complaints and emergencies have been documented by the DNR and the WVDEP AML program since the mid 1980's. At this time, I will close this report out and give it a priority of "Insurance Referral" and wait on a report from BRIM to see if the report when it closes out recommends AML assistance. This concludes my report. May 28th, 2025, Trias Engineering was onsite drilling and discovered a shallow 6' below the surface an 8' void. Candy texted me to let me know about the void I stopped a couple of days to talk with drillers and Mrs. George it was good to find the void and I told Candy once Triad completed their report and sent it to BRIM then BRIM will contact AML to perform this as an emergency project.
July 30,2025, Mischa Difilippo with BRIM emailed her report and the Triad Report for AML emergency to review and begin the process of designing a drilling and grouting project for the Georges. We will have a couple of meetings onsite to decide the design process and select a consultant soon.
Tuesday August 19,2025, we met with Josh Vincent and Jamie Shafer to look at this site to select an engineer and discuss which consultant would be the best for this time frame and to work on this for AML emergency and they decided on D & H.

I will complete this report once the design is completed at a later date this year.

Proposed Reclamation:

Turn over to D & H Consultants for a drilling and grouting design.

Estimated Cost:

Surface Owner & Address: Same as complainant

Date Acquired: 1990's

Mineral Owner & Address: Unknown

Date Coal Last Mined: Pre-1977

Last Company Involved: Casto

Mine Name: Casto and Iris **Mine Number:**

Any Permits or Bonds Past August 3, 1977? U

Acreage Affected: 1-2 **Surface Elevation:** 1585'

Coal Seam: Pittsburgh, Redstone **Coal Elevation:** 1513', 1535'

Additional Comments:

Investigator: Crowder, Matthew W **Investigation Date:** 07/31/2025

DIEFFENBAUCH & HRITZ
Engineering | Surveying | Environmental

1095 Chaplin Road
Suite 200
Morgantown, WV 26501
T: 304.985.5555
F: 304.985.5557
dandhengineers.com

September 11, 2025

Jeremy Ayers, P.E.
North Emergency Engineer
West Virginia Dept. of Environmental Protection
Office of Abandoned Mine Lands & Reclamation
101 Cambridge Place
Bridgeport, WV 26330

RE:
Scope of Work & Cost Proposal: Buckhannon (George) Subsidence

Mr. Ayers:

Dieffenbauch & Hritz (D&H) is pleased to present this scope of work and cost estimate for engineering services associated with the Buckhannon (George) Subsidence project. D&H has developed a cost proposal based on information provided by the DEP and a site visit conducted September 4, 2025. Also included with this proposal is a summary of engineering costs.

<u>Description of Work:</u>

This project is located in Upshur County, along Shumaker Hill near Buckhannon. The project concerns the subsidence affecting a home within a residential area. As stated in the work directive dated September 8, 2025, and found during the site visit on September 4th, 2025 the subsidence void affecting the home is approximately 8' to 14' below the ground surface of the home and back yard with the full extent/limits of the void currently unknown.

Mrs. Candy George contacted the AML Program to report a subsidence problem at the front left comer of their home in May or 2024. At that the Georges' were in contact with their insurance company to evaluate the potential mining as the cause of the subsidence issue. Triad Engineering completed a geotechnical evaluation for BRIM. July of 2025 Triad completed their findings and submitted it to BRIM. The mining took place in the Redstone coal seam which is located approximately 8 feet below the ground surface at the house. The last known mining operator is Casto Coal Company with last known mining unknown (Pre 1977) according to the mapping.

This problem area needs to be abated immediately to prevent any future hazards.

Subsidence Investigation:

D&H will oversee a detailed geotechnical investigation provided by NGE Environmental. The planned scope of services by NGE includes:

NGE plans to drill three test borings along the proposed retaining wall alignment to define subsurface conditions in the area. We plan to extend each wall boring 10 feet below the Redstone coal seam located near elevation 1567 feet. We also plan to drill one boring in front of the existing garage and one boring above the proposed wall to the elevation of the Pittsburgh coal seam estimated to be near elevation 1535 feet. We anticipate a total depth for each wall boring will be 53 ft. The two borings that planned to be extended to the Pittsburgh coal seam are estimated to be 55 and 100 feet deep. Rock will be cored if necessary to reach the target depth. We estimate a total of about 50 ft. of soil drilling and 265 ft. of rock coring will be performed for the project. Standard penetration testing and sampling will be performed in each boring at 2.5 ft. intervals to a depth of 20 feet and then 5 feet intervals to refusal in bedrock or as directed by our geotechnical engineer.

All boreholes will be backfilled with auger cuttings upon completion. All samples will be placed in appropriate containers and transported to our laboratory for detailed examination and laboratory testing. We anticipate dozer assistance will be required to access the test borings and assist the drill rig. This proposal includes regrading dozed benches and roads to restore original ground contours as well as seeding and mulching disturbed areas. This proposal is based on others securing right of entry to the proposed boring

Field Survey Services

Survey services shall consist of verifying the accuracy of the publicly available mapping with GPS and conventional survey services to support project control, mapping checks, planimetric locations, and borehole stakeout. D&H has prepared the below scope of services based upon our understanding of project requirements.

(1) D&H will provide a survey crew to perform mapping section checks, provide control, and obtain the necessary supplemental mapping and locations of any utilities, based upon surface evidence and any mapping/markings as provided by the Client or obtained through the placement of a utility line notification through the West Virginia 811. D&H will review and identify in more detail the following within the proposed outlined project limits:

- Confirm edge of pavement, paint lines, edge shoulder/edge of berm (including side roads and driveways).
- Locate visible and marked utilities from 811 call.
- Confirm existing building locations within the project limits.
- Confirm and locate unidentified manholes, catch basins, culverts, pipes, (noting type of pipe and size, upstream and downstream invert elevations, headwall size and type, and direction of flow).
- Confirm locations of any foundations, concrete pads, building pads.
- Topography checks and sections in critical planned earthwork areas.
- Spot elevations shall be shown in areas where contours do not accurately depict the topography.
- Identify & locate septic lines by Ground Penetrating Radar (GPR) running from the house to the county road.

(2) D&H will survey approximately five (5) proposed borings for the proposed geotechnical investigations recording location and elevation for the boring logs and plans.

Subsidence Reclamation Plan

Based upon field survey, review of available information, subsurface investigation, and laboratory results, D&H will complete a Conceptual Design for the Project. Engineering analysis will include quantity estimates. We will work closely with WVDEP-AML during this phase to ensure the reclamation plan is practical, economical, and consistent with the goals of the WVDEP-AML. The current action plan would be to excavate and level the back yard enough to drill and fill subsidence voids, approximately 15' to 20' from the rear of the house. This will require construction of a concrete block retaining wall with variable height, approximately 100' in length. The existing shed off the corner of the house will be relocated temporarily to allow access and site grading. This area of the yard may be graded/leveled to waste material as needed.
This phase will include preparation of preliminary drawings to define work in general, and at a minimum, will include sufficient detail to visually convey our proposed design intent.

D&H will prepare final engineering design and construction drawings based on the results of the geotechnical investigation, survey data, comments from the WVVDEP-DLR-AML and the Concept Design. All documents, including but not limited to Plans, Specifications, and Geotechnical Investigation Reports, will be prepared, signed, sealed, and dated by an active WV Registered Professional Engineer.
The IFC Plan package will be transmitted electronically (email/OneDrive) and physically to the WVDEP-DLR-AML. The number of physical copies will be determined by the WVDEP-DLR-AML.

Construction Specifications and Engineers Estimate:

The final plans will include a submittal version of the construction specifications. Based on the final construction drawings, a set of technical contract specifications will be finalized. The specifications prepared will be based on the WVDEP-DLR-AML's standard specifications as much as practical.

Based on final construction drawings and specifications, quantity estimates will be completed to perform the work as detailed. In conjunction with WVDEP-DLR-AML, D&H will prepare a detailed cost estimate of the work, as well as an estimated construction time frame. Construction costs will be based upon purchase price for goods and materials used in the design accompanied by estimated equipment, labor, and profit costs associated with the work.

Pre-Bid and Pre-Construction Conference.
D&H will provide a professional staff member who was involved in and is familiar with the construction plans and specifications for the project to attend the Pre-Bid Conference. D&H will record questions asked by prospective bidders and answers given to those questions.

Fees & Schedule:

A breakdown and total for the consulting costs for each phase of the work herein described is presented as an attachment and summarized below. Hours not worked and costs not incurred will not be billed. D&H proposes to perform the services for each task using the rate schedule outlined on the attached Cost Sheet. Rates are flat rates with the State and will not be billed a higher rate for overtime.

These estimates do not include any costs associated with services outside of the scope of work outlined in this proposal. Additional services can be provided through an approved scope and fee determined at the time of request.

D&H appreciates the opportunity to submit a proposal for this project. We are prepared to begin work on the project immediately. If you have any questions or require any additional information, please feel free to contact me at (304) 985-5555 ext. 1028 or via email at bbailes@dandhengineers.com.

Sincerely,
DIEFFENBAUCH & HRITZ, LLC

Brent K. Bailes
Senior Project Manager

OFFICE OF ABANDONED MINE LANDS AND RECLAMATION

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: WV DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ABANDONED MINE LANDS AND RECLAMATION
101 CAMBRIDGE PLACE
BRIDGEPORT, WV 26330

APPLICATION NUMBER: 1

PUR. ORD. NO.:

CONTRACT NAME: Buckhannon (George) Subsidence

COMMODITY LINE	PROJECT NO.:	DESCRIPTION (Project Name)	AMOUNT DUE THIS INVOICE
1		Buckhannon (George) Subsidence	
		TOTAL AMOUNT DUE THIS INVOICE	$0.00

ATTN: Jeremy Ayers

VENDOR: DIEFFENBAUCH & HRITZ LLC

ADDRESS: 1095 Chaplin Rd Ste 200
Morgantown, WV 26501

REMIT ADDRESS: Same

OASIS VENDOR CUSTOMER NUMBER: 19973

DATES OF SERVICE: FROM ______ TO ______

DATE OF APPLICATION FOR PYMT: ______

ORIGINAL CONTRACT SUM	$378,091.55
NET CHANGE BY CHANGE ORDERS	$0.00
TOTAL CONTRACT SUM TO DATE	$378,091.55
TOTAL BILLED TO DATE	$0.00
LESS PREVIOUS PAYMENT TO DATE	$0.00
CURRENT PAYMENT DUE	$0.00

% COMPLETE: $0.00 / $378,091.55 0.00%

INVOICE TYPE: REG. [X]
NO. 1

ALL WORK IS COMPLETE AND THIS IS THE FINAL INVOICE ON THIS CONTRACT:
YES [ ] NO [X]

The undersigned Vendor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents and that the current payment shown herein is now due.

SIGNATURES:
PLANNING

REALTY

DESIGN

CONSTRUCTION

VENDOR SIGNATURE (BLUE INK ONLY)

AML GROUP REPRESENTATIVE

DESIGN ADMINISTRATOR

VENDOR PRINTED NAME

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF ABANDONED MINE LANDS & RECLAMATION

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

Purchase Order No.: 0 | **Application No.:** 1 | **Page 2 of 6 Pages**

Contract Name: Buckhannon (George) Subsidence

Commodity Line: 1

Project Name: Buckhannon (George) Subsidence

SCHEDULE PER CONTRACT							WORK COMPLETED					
							PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE	
TASK		**DESCRIPTION**	**UNIT**	**CONTRACT QUANTITY**	**UNIT BID PRICE**	**COST**	**UNITS**	**COST**	**UNITS**	**COST**	**UNITS**	**COST**
TASK I: NEPA & ESA												
A		Agency Coordinations (including Office Work, AMLNET, etc.)										
	1	Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2	Engineer / Technical Scientist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3	Planning / Technical Specialist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	4	Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	5	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
B		Public Involvement (including Legal Ads, Public Hearings, Documents, Presentations, WVDEP's Website, etc.)										
	1	Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2	Engineer / Technical Scientist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3	Planning / Technical Specialist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	4	Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	5	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
C		Studies, Surveys & Mitigation Plans (as applicable)[COULD BE MULTIPLE SECTIONS FOR DIFFERENT T&E SPECIES, WATER SAMPLING, WETLAND/STREAM DELINIATION, ETC.]										
	1	Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2	Engineer / Technical Scientist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3	Planning / Technical Specialist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	4	Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	5	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
C		CATEX / EA / FONSI / EIS										
	1	Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2	Engineer / Technical Scientist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3	Planning / Technical Specialist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	4	Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	5	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
					SUBTOTAL PAGE 2 COST	**$0.00**	**SUBTOTAL PAGE 2 PREVIOUS**	**$0.00**	**SUBTOTAL PAGE 2 THIS APPLICATION**	**$0.00**	**SUBTOTAL PAGE 2 TO DATE**	**$0.00**

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF ABANDONED MINE LANDS & RECLAMATION

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

Purchase Order No.: 0 | **Application No.:** 1 |

Contract Name: Buckhannon (George) Subsidence

Commodity Line: 1

Project Name: Buckhannon (George) Subsidence

SCHEDULE PER CONTRACT								WORK COMPLETED: PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE	
TASK			DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT BID PRICE	COST	UNITS	COST	UNITS	COST	UNITS	COST
TASK II: REALTY													
A			Exploratory Rights of Entry (EROE)										
	1		Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2		Realty Agent				$0.00						
		a	Courthouse Work	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
		b	Field Reconnaisance / Landowner Correspondence	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
		c	Office Work / AMLNET	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3		Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	4		Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
B			Construction Rights of Entry (CROE)										
	1		Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2		Realty Agent										
		a	Courthouse Work	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
		b	Field Reconnaisance / Landowner Correspondence	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
		c	Office Work / AMLNET	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3		Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	4		Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
C			Pre-Bid Conference										
	1		Realty Agent	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2		Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
D			Pre-Construction Conference										
	1		Realty Agent	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2		Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
						SUBTOTAL PAGE 3 COST	**$0.00**	SUBTOTAL PAGE 3 PREVIOUS	**$0.00**	SUBTOTAL PAGE 3 THIS APPLICATION	**$0.00**	SUBTOTAL PAGE 3 TO DATE	**$0.00**

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF ABANDONED MINE LANDS & RECLAMATION

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

Purchase Order No.: 0	**Application No.: 1**	
Contract Name: **Buckhannon (George) Subsidence**		
Commodity Line: **1**		
Project Name: **Buckhannon (George) Subsidence**	**WORK COMPLETED**	

SCHEDULE PER CONTRACT							PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE	
TASK		**DESCRIPTION**	**UNIT**	**CONTRACT QUANTITY**	**UNIT BID PRICE**	**UNIT BID PRICE**	**UNITS**	**COST**	**UNITS**	**COST**	**UNITS**	**COST**
TASK III: DESIGN												
A		**SITE RECONNAISSANCE AND INVESTIGATIONS**										
	1	Project Manager	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
B		**SURVEYING & MAPPING**										
	1	Practice Manager	HR	4	$250.00	$1,000.00		$0.00		$0.00	0.0	$0.00
	2	Project Manager / Professional Surveyor	HR	1	$210.00	$210.00		$0.00		$0.00	0.0	$0.00
	3	Senior Surveyor	HR	8	$180.00	$1,440.00		$0.00		$0.00	0.0	$0.00
	4	Engineer / Project Surveyor	HR	14	$140.00	$1,960.00		$0.00		$0.00	0.0	$0.00
	5	CADD Techncian Lead	HR	8.5	$121.00	$1,028.50		$0.00		$0.00	0.0	$0.00
	6	CADD Techncian	HR	16	$95.00	$1,520.00		$0.00		$0.00	0.0	$0.00
	7	Survey Crew	HR	29.5	$116.00	$3,422.00		$0.00		$0.00	0.0	$0.00
	8	Mileage	Mile	96	$0.70	$67.20		$0.00		$0.00	0.0	$0.00
	9	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
	10	Ground Penetrating Radar (GPR)	LS	1	$2,252.35	$2,252.35		$0.00		$0.00	0.0	$0.00
C		**GEOTECHNICAL INVESTIGATION**										
	1	Practice Manager	HR	4	$250.00	$1,000.00		$0.00		$0.00	0.0	$0.00
	2	Project Manager	HR	23	$210.00	$4,830.00		$0.00		$0.00	0.0	$0.00
	3	Engineer Drilling Supervisor / Inspection	HR	16	$195.00	$3,120.00		$0.00		$0.00	0.0	$0.00
	4	Drill Crew Team	Day	5	$390.00	$1,950.00		$0.00		$0.00	0.0	$0.00
	5	Mobilization / Demobilization	LS	1	$2,400.00	$2,400.00		$0.00		$0.00	0.0	$0.00
	6	Excavator Mobilization & Site Work	Day	1.5	$2,200.00	$3,300.00		$0.00		$0.00		
	7	Soil Test Drilling	LF	47	$34.00	$1,581.00		$0.00		$0.00	0.0	$0.00
	8	Rock Coring	LF	186	$74.00	$13,764.00		$0.00		$0.00	0.0	$0.00
	9	Water Hauling and Pumping	HR	25	$95.00	$2,375.00		$0.00		$0.00	0.0	$0.00
	10	Reclamation	LS	1	$1,200.00	$1,200.00		$0.00		$0.00	0.0	$0.00
	11	Moisture Content Tests	Each	13	$13.00	$169.00		$0.00		$0.00		
	12	Atterbert Limits	Each	3	$105.00	$315.00		$0.00		$0.00		
	13	Rock Core Unconfined Compression Test	Each	0.0	$100.00	$0.00		$0.00		$0.00		
	14	Sieve Analysis with #200 Wash	Each	0	$140.00	$0.00		$0.00		$0.00		
	15	Geotechnical Investigation Report/Wall Design	LS	1	$13,500.00	$13,500.00		$0.00		$0.00	0.0	$0.00
	16	Mileage	Mile	400	$0.70	$280.00		$0.00		$0.00	0.0	$0.00
	17	Per Diem (Engineer)	Day	1	$195.00	$195.00		$0.00		$0.00	0.0	$0.00
	18	Per Diem (Excavator Operator)	Day	2	$195.00	$390.00		$0.00		$0.00	0.0	$0.00
					SUBTOTAL PAGE 4 COST	**$63,269.05**	**SUBTOTAL PAGE 4 PREVIOUS**	**$0.00**	**SUBTOTAL PAGE 4 THIS APPLICATION**	**$0.00**	**SUBTOTAL PAGE 4 TO DATE**	**$0.00**

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF ABANDONED MINE LANDS & RECLAMATION

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

Purchase Order No.: 0	**Application No.:** 1	
Contract Name: Buckhannon (George) Subsidence		
Commodity Line: 1		
Project Name: Buckhannon (George) Subsidence	**WORK COMPLETED**	

SCHEDULE PER CONTRACT						PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE	
TASK		**DESCRIPTION**	**UNIT**	**CONTRACT QUANTITY**	**UNIT BID PRICE**	**COST**	**UNITS**	**COST**	**UNITS**	**COST**	**UNITS**	**COST**
TASK III: DESIGN (CONTINUED)												
D		**ANALYSIS AND DESIGN**										
	1	Practice Manager	HR	2	$250.00	$500.00		$0.00		$0.00	0.0	$0.00
	2	Project Manager	HR	16	$210.00	$3,360.00		$0.00		$0.00	0.0	$0.00
	3	Senior Engineer	HR	60	$180.00	$10,800.00		$0.00		$0.00	0.0	$0.00
	4	Engineer	HR	0	$140.00	$0.00		$0.00		$0.00	0.0	$0.00
	5	CADD Technician Lead	HR	40	$121.00	$4,840.00		$0.00		$0.00		
	6	CADD Technician	HR	0	$95.00	$0.00		$0.00		$0.00	0.0	$0.00
E		**PREPARATION OF PLANS, SPECIFICATIONS AND ENGINEERS ESTIMATE**										
	1	Practice Manager	HR	4	$250.00	$1,000.00		$0.00		$0.00	0.0	$0.00
	2	Project Manager	HR	24	$210.00	$5,040.00		$0.00		$0.00	0.0	$0.00
	3	Senior Engineer	HR	87	$180.00	$15,660.00		$0.00		$0.00	0.0	$0.00
	4	Engineer	HR	0	$140.00	$0.00		$0.00		$0.00	0.0	$0.00
	5	CADD Technician Lead	HR	70	$121.00	$8,470.00		$0.00		$0.00		
	6	CADD Technician	HR	0	$95.00	$0.00		$0.00		$0.00	0.0	$0.00
	7	Copies	LS	0	$100.00	$0.00		$0.00		$0.00		
F		**PERMITTING** [COULD BE MULTIPLE SECTIONS FOR DIFFERENT PERMIT BREAKDOWNS - NPDES, USACE, MM-109, etc.]										
	1	Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2	Engineer / Environmental Scientist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3	Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	4	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
G		**PRE-BID CONFERENCE**										
	1	Project Manager	HR	9	$210.00	$1,890.00		$0.00		$0.00	0.0	$0.00
	2	Mileage	Mile	0	$73.00	$0.00		$0.00		$0.00	0.0	$0.00
	3	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
H		**PRE-CONSTRUCTION CONFERENCE**										
	1	Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2	Construction Inspector	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3	Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
					SUBTOTAL PAGE 5 COST	**$51,560.00**	**SUBTOTAL PAGE 5 PREVIOUS**	**$0.00**	**SUBTOTAL PAGE 5 THIS APPLICATION**	**$0.00**	**SUBTOTAL PAGE 5 TO DATE**	**$0.00**

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

Purchase Order No.: 0 | **Application No.:** 1 |

Contract Name: Buckhannon (George) Subsidence

Commodity Line: 1

Project Name: Buckhannon (George) Subsidence

SCHEDULE PER CONTRACT								WORK COMPLETED					
								PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE	
TASK			DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT BID PRICE	COST	UNITS	COST	UNITS	COST	UNITS	COST
TASK IV: CONSTRUCTION OVERSITE													
A			**Construction Inspection**										
	1		Project Manager / Senior Engineer	HR	280	$200.00	$56,000.00		$0.00		$0.00	0.0	$0.00
	2		Construction Inspector										
		a	Construction Inspection	HR	1610	$120.00	$193,200.00		$0.00		$0.00	0.0	$0.00
		b	Office Work / AMLNET	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
		c	Mileage	Mile	18750	$0.75	$14,062.50		$0.00		$0.00	0.0	$0.00
		d	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
TASK V: POST-CONSTRUCTION OVERSITE													
A			**FIELD VISITS / INSPECTIONS**										
	1		Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2		Construction Inspector	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3		Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
						SUBTOTAL PAGE 6 COST	**$263,262.50**	**SUBTOTAL PAGE 6 PREVIOUS**	**$0.00**	**SUBTOTAL PAGE 6 THIS APPLICATION**	**$0.00**	**SUBTOTAL PAGE 6 TO DATE**	**$0.00**
			Buckhannon (George) Subsidence			**PROJECT TOTAL COST**	**$378,091.55**	**PROJECT TOTAL PREVIOUS**	**$0.00**	**PROJECT TOTAL THIS APPLICATION**	**$0.00**	**PROJECT TOTAL TO DATE**	**$0.00**

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF ABANDONED MINE LANDS & RECLAMATION

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

Purchase Order No.:	**0**	**Application No.: 1**	**Page X of X Pages**
Contract Name:	**Buckhannon (George) Subsidence**	**THE GRAND TOTALS HERE COULD BE MADE A SEPARATE 'SHEET' SO TO SUM ALL PROJECT TOTALS**	
Commodity Line:	**N/A**	**EACH PROJECT COULD/SHOULD BE ON A SEPARATE 'SHEET', AND PAGE NUMBERS CORRECTED AS NEEDED**	
Project Name:	**N/A**	**WORK COMPLETED**	

SCHEDULE PER CONTRACT						PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE	
TASK	**DESCRIPTION**	**UNIT**	**CONTRACT QUANTITY**	**UNIT BID PRICE**	**UNIT BID PRICE**	**UNITS**	**COST**	**UNITS**	**COST**	**UNITS**	**COST**

AML-7 (Revised 7/5/2023)	**CONTRACT NAME:) Subsidence**	**GRAND TOTAL COST**	**$378,091.55**	**GRAND TOTAL PREVIOUS**	**$0.00**	**GRAND TOTAL THIS APPLICATION**	**$0.00**	**GRAND TOTAL TO DATE**	**$0.00**

west virginia department of environmental protection

Office of Abandoned Mine Lands and Reclamation
1000 Technology Drive Suite 3220
Fairmont, WV 26554
304-842-1900

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

September 12, 2025

Mr. Brent Bailes
Diffenbauch & Hritz
1095 Chaplain Road Suite 200
Morgantown, WV 26501

RE: Buckhannon (George) Subsidence
Notice to Proceed

Dear Mr. Bailes:

Please be advised that your cost estimate for the above referenced project dated September 11, 2025, in the amount of $378,091.55 has been approved. Receipt of this letter will serve as your official Notice to Proceed and supplement the previous verbal notice.

Should you have any questions regarding this Notice to Proceed, or the project in general, please feel free to contact me.

Sincerely,

Jeremy Ayers

Jeremy Ayers, P.E.
North Emergency Engineer

cc: File
Eric Simpson
Enclosure (Proposal, Original WD)

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF ABANDONED MINE LANDS & RECLAMATION

AML-7
Revised 10/16

APPLICATION AND CERTIFICATE FOR PAYMENT

Project Name: **Buckhannon (George) Subsidence**

Contractor: **Dieffenbauch & Hritz, LLC**

Address: **1095 Chaplin Rd. Ste 200 Morgantown, WV 26501**

ATTN: (AML&R Inspector) **Jeremy Ayers, PE**

Application No: 1

Application Date: May 13, 2026

Performance Period: 9/18/2025 To 5/5/2026

CHANGE ORDER SUMMARY

Change Order Number	Approved (date)	Additions $+	Deductions $-
NTP	9/18/2025		
Total		$0.00	$0.00
Net		$0.00	

Application is made for payment, as shown below, in connection with contract. Continuation Sheet is attached. The present status of the account for this contract is as follows:

ORIGINAL CONTRACT SUM	$	$378,091.55
Net Change by Change Orders	$	$0.00
CONTRACT SUM TO DATE	$	$378,091.55
TOTAL COMPLETED & STORED TO DATE (Column "I" on Continuation Sheet)	$	$114,829.05
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	$0.00
CURRENT PAYMENT DUE	$	$114,829.05

Item(s) listed here on conform to specifications and are approved for payment.

Date: ______ Signed: Jeremy D. Ayers P.E. Digitally signed by Jeremy D. Ayers P.E. Date: 2026.06.02 14:59:20 -04'00' Inspector
(Blue Ink Only)

Project #: 25174-001.00

Emergency Engineer: Jeremy Ayers

% Complete: $\frac{114,829.05}{378,091.55}$ 30%

Contractor: Eric N. Stewart - Vice President of Engineering
Print or Type Name

Contractor ______
Original Signature (Blue Ink Only)

Date: 5/13/2026

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF ABANDONED MINE LANDS & RECLAMATION

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

Purchase Order No.: 0 | **Application No.:** 1 |

Contract Name: Buckhannon (George) Subsidence

Commodity Line: 1

Project Name: Buckhannon (George) Subsidence

SCHEDULE PER CONTRACT							WORK COMPLETED: PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE	
TASK		DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT BID PRICE	COST	UNITS	COST	UNITS	COST	UNITS	COST
TASK I: NEPA & ESA												
A		Agency Coordinations (including Office Work, AMLNET, etc.)										
	1	Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2	Engineer / Technical Scientist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3	Planning / Technical Specialist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	4	Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	5	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
B		Public Involvement (including Legal Ads, Public Hearings, Documents, Presentations, WVDEP's Website, etc.)										
	1	Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2	Engineer / Technical Scientist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3	Planning / Technical Specialist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	4	Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	5	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
C		Studies, Surveys & Mitigation Plans (as applicable)[COULD BE MULTIPLE SECTIONS FOR DIFFERENT T&E SPECIES, WATER SAMPLING, WETLAND/STREAM DELINIATION, ETC.]										
	1	Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2	Engineer / Technical Scientist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3	Planning / Technical Specialist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	4	Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	5	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
C		CATEX / EA / FONSI / EIS										
	1	Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2	Engineer / Technical Scientist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3	Planning / Technical Specialist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	4	Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	5	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
					SUBTOTAL PAGE 2 COST	**$0.00**	**SUBTOTAL PAGE 2 PREVIOUS**	**$0.00**	**SUBTOTAL PAGE 2 THIS APPLICATION**	**$0.00**	**SUBTOTAL PAGE 2 TO DATE**	**$0.00**

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF ABANDONED MINE LANDS & RECLAMATION

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

Purchase Order No.: 0 | **Application No.:** 1 |

Contract Name: Buckhannon (George) Subsidence

Commodity Line: 1

Project Name: Buckhannon (George) Subsidence

SCHEDULE PER CONTRACT								WORK COMPLETED: PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE	
TASK			DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT BID PRICE	COST	UNITS	COST	UNITS	COST	UNITS	COST
TASK II: REALTY													
A			Exploratory Rights of Entry (EROE)										
	1		Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2		Realty Agent				$0.00						
		a	Courthouse Work	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
		b	Field Reconnaisance / Landowner Correspondence	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
		c	Office Work / AMLNET	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3		Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	4		Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
B			Construction Rights of Entry (CROE)										
	1		Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2		Realty Agent										
		a	Courthouse Work	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
		b	Field Reconnaisance / Landowner Correspondence	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
		c	Office Work / AMLNET	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3		Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	4		Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
C			Pre-Bid Conference										
	1		Realty Agent	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2		Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
D			Pre-Construction Conference										
	1		Realty Agent	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2		Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
						SUBTOTAL PAGE 3 COST	**$0.00**	**SUBTOTAL PAGE 3 PREVIOUS**	**$0.00**	**SUBTOTAL PAGE 3 THIS APPLICATION**	**$0.00**	**SUBTOTAL PAGE 3 TO DATE**	**$0.00**

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF ABANDONED MINE LANDS & RECLAMATION

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

Purchase Order No.: 0 | **Application No.:** 1 |

Contract Name: Buckhannon (George) Subsidence

Commodity Line: 1

Project Name: Buckhannon (George) Subsidence

SCHEDULE PER CONTRACT							WORK COMPLETED					
							PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE	
TASK		DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT BID PRICE	UNIT BID PRICE	UNITS	COST	UNITS	COST	UNITS	COST
TASK III: DESIGN												
A		SITE RECONNAISSANCE AND INVESTIGATIONS										
	1	Project Manager	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
B		SURVEYING & MAPPING										
	1	Practice Manager	HR	4	$250.00	$1,000.00		$0.00	4	$1,000.00	4.0	$1,000.00
	2	Project Manager / Professional Surveyor	HR	1	$210.00	$210.00		$0.00	1	$210.00	1.0	$210.00
	3	Senior Surveyor	HR	8	$180.00	$1,440.00		$0.00	8	$1,440.00	8.0	$1,440.00
	4	Engineer / Project Surveyor	HR	14	$140.00	$1,960.00		$0.00	14	$1,960.00	14.0	$1,960.00
	5	CADD Techncian Lead	HR	8.5	$121.00	$1,028.50		$0.00	8.5	$1,028.50	8.5	$1,028.50
	6	CADD Techncian	HR	16	$95.00	$1,520.00		$0.00	16	$1,520.00	16.0	$1,520.00
	7	Survey Crew	HR	29.5	$116.00	$3,422.00		$0.00	29.5	$3,422.00	29.5	$3,422.00
	8	Mileage	Mile	96	$0.70	$67.20		$0.00	96	$67.20	96.0	$67.20
	9	Per Diem	Day			$0.00		$0.00		$0.00		$0.00
	10	Ground Penetrating Radar (GPR)	LS	1	$2,252.35	$2,252.35		$0.00	1	$2,252.35	1.0	$2,252.35
C		GEOTECHNICAL INVESTIGATION										
	1	Practice Manager	HR	4	$250.00	$1,000.00		$0.00	4	$1,000.00	4.0	$1,000.00
	2	Project Manager	HR	23	$210.00	$4,830.00		$0.00	23	$4,830.00	23.0	$4,830.00
	3	Engineer Drilling Supervisor / Inspection	HR	16	$195.00	$3,120.00		$0.00	16	$3,120.00	16.0	$3,120.00
	4	Drill Crew Team	Day	5	$390.00	$1,950.00		$0.00	5	$1,950.00	5.0	$1,950.00
	5	Mobilization / Demobilization	LS	1	$2,400.00	$2,400.00		$0.00	1	$2,400.00	1.0	$2,400.00
	6	Excavator Mobilization & Site Work	Day	1.5	$2,200.00	$3,300.00		$0.00	1.5	$3,300.00	1.5	$3,300.00
	7	Soil Test Drilling	LF	47	$34.00	$1,581.00		$0.00	47	$1,581.00	46.5	$1,581.00
	8	Rock Coring	LF	186	$74.00	$13,764.00		$0.00	186	$13,764.00	186.0	$13,764.00
	9	Water Hauling and Pumping	HR	25	$95.00	$2,375.00		$0.00	25	$2,375.00	25.0	$2,375.00
	10	Reclamation	LS	1	$1,200.00	$1,200.00		$0.00	1	$1,200.00	1.0	$1,200.00
	11	Moisture Content Tests	Each	13	$13.00	$169.00		$0.00	13	$169.00	13.0	$169.00
	12	Atterbert Limits	Each	3	$105.00	$315.00		$0.00	3	$315.00	3.0	$315.00
	13	Rock Core Unconfined Compression Test	Each	0.0	$100.00	$0.00		$0.00		$0.00		$0.00
	14	Sieve Analysis with #200 Wash	Each		$140.00	$0.00		$0.00		$0.00		$0.00
	15	Geotechnical Investigation Report/Wall Design	LS	1	$13,500.00	$13,500.00		$0.00	1	$13,500.00	1.0	$13,500.00
	16	Mileage	Mile	400	$0.70	$280.00		$0.00	400	$280.00	400.0	$280.00
	17	Per Diem (Engineer)	Day	1	$195.00	$195.00		$0.00	1	$195.00	1.0	$195.00
	18	Per Diem (Excavator Operator)	Day	2	$195.00	$390.00		$0.00	2	$390.00	2.0	$390.00
					SUBTOTAL PAGE 4 COST	$63,269.05	SUBTOTAL PAGE 4 PREVIOUS	$0.00	SUBTOTAL PAGE 4 THIS APPLICATION	$63,269.05	SUBTOTAL PAGE 4 TO DATE	$63,269.05

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF ABANDONED MINE LANDS & RECLAMATION

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

Purchase Order No.: 0 | **Application No.:** 1 |

Contract Name: Buckhannon (George) Subsidence

Commodity Line: 1

Project Name: Buckhannon (George) Subsidence

SCHEDULE PER CONTRACT							WORK COMPLETED					
							PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE	
TASK		DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT BID PRICE	COST	UNITS	COST	UNITS	COST	UNITS	COST
TASK III: DESIGN (CONTINUED)												
D		**ANALYSIS AND DESIGN**										
	1	Practice Manager	HR	2	$250.00	$500.00		$0.00	2	$500.00	2	$500.00
	2	Project Manager	HR	16	$210.00	$3,360.00		$0.00	16	$3,360.00	16	$3,360.00
	3	Senior Engineer	HR	60	$180.00	$10,800.00		$0.00	60	$10,800.00	60	$10,800.00
	4	Engineer	HR		$140.00	$0.00		$0.00		$0.00		$0.00
	5	CADD Technician Lead	HR	40	$121.00	$4,840.00		$0.00	40	$4,840.00	40	$4,840.00
	6	CADD Technician	HR		$95.00	$0.00		$0.00		$0.00		$0.00
E		**PREPARATION OF PLANS, SPECIFICATIONS AND ENGINEERS ESTIMATE**										
	1	Practice Manager	HR	4	$250.00	$1,000.00		$0.00	4	$1,000.00	4	$1,000.00
	2	Project Manager	HR	24	$210.00	$5,040.00		$0.00	24	$5,040.00	24	$5,040.00
	3	Senior Engineer	HR	87	$180.00	$15,660.00		$0.00	87	$15,660.00	87	$15,660.00
	4	Engineer	HR	0	$140.00	$0.00		$0.00	0	$0.00	0	$0.00
	5	CADD Technician Lead	HR	70	$121.00	$8,470.00		$0.00	70	$8,470.00	70	$8,470.00
	6	CADD Technician	HR	0	$95.00	$0.00		$0.00	0	$0.00	0	$0.00
	7	Copies	LS	0	$100.00	$0.00		$0.00	0	$0.00	0	$0.00
F		**PERMITTING [COULD BE MULTIPLE SECTIONS FOR DIFFERENT PERMIT BREAKDOWNS - NPDES, USACE, MM-109, etc.]**										
	1	Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2	Engineer / Environmental Scientist	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3	Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
	4	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
G		**PRE-BID CONFERENCE**										
	1	Project Manager	HR	9	$210.00	$1,890.00		$0.00	9.0	$1,890.00	9.0	$1,890.00
	2	Mileage	Mile	0	$73.00	$0.00		$0.00	0.0	$0.00	0.0	$0.00
	3	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
H		**PRE-CONSTRUCTION CONFERENCE**										
	1	Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2	Construction Inspector	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3	Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
					SUBTOTAL PAGE 5 COST	**$51,560.00**	**SUBTOTAL PAGE 5 PREVIOUS**	**$0.00**	**SUBTOTAL PAGE 5 THIS APPLICATION**	**$51,560.00**	**SUBTOTAL PAGE 5 TO DATE**	**$51,560.00**

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF ABANDONED MINE LANDS & RECLAMATION

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

Purchase Order No.: 0 | **Application No.:** 1 |

Contract Name: Buckhannon (George) Subsidence

Commodity Line: 1

Project Name: Buckhannon (George) Subsidence

SCHEDULE PER CONTRACT								WORK COMPLETED: PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE	
TASK			DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT BID PRICE	COST	UNITS	COST	UNITS	COST	UNITS	COST
TASK IV: CONSTRUCTION OVERSITE													
A			**Construction Inspection**										
	1		Project Manager / Senior Engineer	HR	280	$200.00	$56,000.00		$0.00		$0.00	0.0	$0.00
	2		Construction Inspector										
		a	Construction Inspection	HR	1610	$120.00	$193,200.00		$0.00		$0.00	0.0	$0.00
		b	Office Work / AMLNET	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
		c	Mileage	Mile	18750	$0.75	$14,062.50		$0.00		$0.00	0.0	$0.00
		d	Per Diem	Day	0		$0.00		$0.00		$0.00	0.0	$0.00
TASK V: POST-CONSTRUCTION OVERSITE													
A			**FIELD VISITS / INSPECTIONS**										
	1		Project Manager / Senior Engineer	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	2		Construction Inspector	HR	0		$0.00		$0.00		$0.00	0.0	$0.00
	3		Mileage	Mile	0		$0.00		$0.00		$0.00	0.0	$0.00
						SUBTOTAL PAGE 6 COST	$263,262.50	SUBTOTAL PAGE 6 PREVIOUS	$0.00	SUBTOTAL PAGE 6 THIS APPLICATION	$0.00	SUBTOTAL PAGE 6 TO DATE	$0.00
						PROJECT TOTAL COST	$378,091.55	PROJECT TOTAL PREVIOUS	$0.00	PROJECT TOTAL THIS APPLICATION	$114,829.05	PROJECT TOTAL TO DATE	$114,829.05

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF ABANDONED MINE LANDS & RECLAMATION

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

Purchase Order No.: 0
Application No.: 1
Contract Name: Buckhannon (George) Subsidence
Commodity Line: N/A
Project Name: N/A

THE GRAND TOTALS HERE COULD BE MADE A SEPARATE 'SHEET' SO TO SUM ALL PROJECT TOTALS
EACH PROJECT COULD/SHOULD BE ON A SEPARATE 'SHEET', AND PAGE NUMBERS CORRECTED AS NEEDED

SCHEDULE PER CONTRACT						WORK COMPLETED					
						PREVIOUS	PREVIOUS BILLED	THIS APPLICATION	AMOUNT DUE THIS APPLICATION	TOTAL BILLED TO DATE	
TASK	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT BID PRICE	UNIT BID PRICE	UNITS	COST	UNITS	COST	UNITS	COST

CONTRACT NAME:) Subsidence	GRAND TOTAL COST	$378,091.55	GRAND TOTAL PREVIOUS	$0.00	GRAND TOTAL THIS APPLICATION	$114,829.05	GRAND TOTAL TO DATE	$114,829.05