



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

## State of West Virginia Purchase Order

Order Date: 04-12-2022

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:         | CPO 0313 9171 DEP2200000038 1      | Procurement Folder:      | 918801 |
| Document Name:        | EOI - 2021 Design Group C Projects | Reason for Modification: |        |
| Document Description: | EOI - 2021 Design Group C Projects |                          |        |
| Procurement Type:     | Central Purchase Order             |                          |        |
| Buyer Name:           | Joseph E Hager III                 |                          |        |
| Telephone:            | (304) 558-2306                     |                          |        |
| Email:                | joseph.e.hageriii@wv.gov           |                          |        |
| Shipping Method:      | Best Way                           | Effective Start Date:    |        |
| Free on Board:        | FOB Dest, Freight Prepaid          | Effective End Date:      |        |

| VENDOR   | DEPARTMENT CONTACT |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |   |
|--|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|-------------|--|--|----|-------------|--|--|----|-------------|--|--|---|
| Vendor Customer Code: 000000209609<br>CIVIL TECH ENGINEERING INC<br>300A PRESTIGE DR<br><br>HURRICANE WV 25526<br>US<br>Vendor Contact Phone: 999-999-9999 Extension:<br>Discount Details:<br><table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table> |                    | Discount Allowed    | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | Not Entered |  |  | #3 | Not Entered |  |  | #4 | Not Entered |  |  | Requestor Name: Katrina J Dufourny<br>Requestor Phone: (304) 926-0499<br>Requestor Email: katrina.j.dufourny@wv.gov<br><br><b>22</b><br>FILE LOCATION _____ |
|  | Discount Allowed   | Discount Percentage | Discount Days       |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |   |
| #1   | No                 | 0.0000              | 0                   |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |   |
| #2   | Not Entered        |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |   |
| #3   | Not Entered        |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |   |
| #4   | Not Entered        |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |   |

| INVOICE TO   | SHIP TO  |
|--|--|
| ENVIRONMENTAL PROTECTION<br>OFFICE OF AML&R<br>601 57TH ST SE<br>CHARLESTON WV 25304<br>US | ENVIRONMENTAL PROTECTION<br>OFFICE OF AML&R<br>601 57TH ST SE<br>CHARLESTON WV 25304<br>US |

4-15-22 Bpr

Total Order Amount: \$217,980.00

Purchasing Division's File Copy

ENTERED

|   |   |  |
|---|---|--|
| PURCHASING DIVISION AUTHORIZATION<br>DATE: Linda Harper 4/14/22<br>ELECTRONIC SIGNATURE ON FILE | ATTORNEY GENERAL APPROVAL AS TO FORM<br>DATE: [Signature] 4/19/2022<br>ELECTRONIC SIGNATURE ON FILE | ENCUMBRANCE CERTIFICATION<br>DATE: [Signature] 4/19/2022<br>ELECTRONIC SIGNATURE ON FILE |
|---|---|--|

4/19/2022

**Extended Description:**

The vendor, Civil Tech Engineering LLC., agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, for the one time purchase of Engineering Services for the the Design Group C Projects located in Randolph and Barbour Counties, West Virginia per the specifications, terms and conditions, and the vendors submitted negotiated scope of work dated 2/28/2022 all incorporated herein by reference and made apart hereof.

| Line         | Commodity Code | Quantity     | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|------|------------|-------------|
| 1            | 81100000       | 0.00000      |      | 0.000000   | 97305.00    |
| Service From | Service To     | Manufacturer |      | Model No   |             |
|              |                |              |      |            |             |

**Commodity Line Description:** EOI Engineering Design Services - Flatbush Highwall

**Extended Description:**

| Line         | Commodity Code | Quantity     | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|------|------------|-------------|
| 2            | 81100000       | 0.00000      |      | 0.000000   | 120675.00   |
| Service From | Service To     | Manufacturer |      | Model No   |             |
|              |                |              |      |            |             |

**Commodity Line Description:** EOI Engineering Design Services - Fords Run Drainage

**Extended Description:**

## **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.

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**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:** This Contract becomes effective on \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

**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 1,095 (one thousand ninety-five) 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 maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **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.

☐ **Other:** See attached \_\_\_\_\_  
Revised 07/01/2021

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**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.

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

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **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.

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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 and must include the State as an additional insured on each policy 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.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**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. [Reserved]**

**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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**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 CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**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. PURCHASING AFFIDAVIT:** 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

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

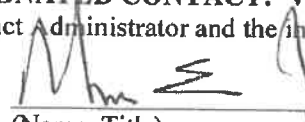
**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained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

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

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

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

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

 President

(Name, Title)

Mark E. Pennington, President

(Printed Name and Title)

Civil Tech Engineering Inc., 300A Prestige Drive, Hurricane, WV 25526

(Address)

304-757-8094/304-757-8095

(Phone Number) / (Fax Number)

civiltech1@frontier.com

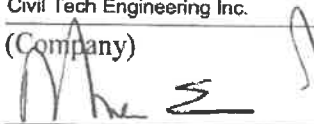
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation 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 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 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.

Civil Tech Engineering Inc.

(Company)

 President

(Authorized Signature) (Representative Name, Title)

Mark E. Pennington, President

(Printed Name and Title of Authorized Representative)

September 16, 2021

(Date)

304-757-8094/304-757-8095

(Phone Number) (Fax Number)

Revised 07/01/2021

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

Civil Tech Engineering Inc.

Company

Authorized Signature

September 16, 2021

Date

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

# EXPRESSION OF INTEREST

## 2021 Design Group C Projects

### SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background:** Firms are to be licensed Architectural/Engineering Firms (A/E) in the State of West Virginia and should be familiar with and have successful track record of design of similar projects. The anticipated contract will be for “full service” A/E design. Aspects of the design are to include, but not be limited to; Civil, Geological and Hydrological.

The successful A/E Firm will be responsible for Design of the following (as may be applicable for each of the Projects as listed in Section Two):

- Access or accesses as required.
- Geotechnical investigation and analyses.
- Landslide Stabilization(s).
- Hydrologic and hydraulic analyses.
- Clear and grub affected areas.
- Regrade as necessary.
- Install drainage channels, underdrains, and/or other controls to safely convey water off-site.
- Condition and revegetate all disturbed areas.
- Obtain required permits as determined at the Pre-Design Meeting.

Preliminary design documents will be due 90 days from the issuance of the Purchase Order, unless specified otherwise during the Pre-Design Meeting.

**Locations:** The Projects are located in Randolph and Barbour Counties.

**Project 1: Flatbush Highwall** is located off County Route 151 between Ellamore and Norton in Randolph County, WV, and is for the reclamation of the existing highwall and the previously constructed AMD ponded area.

**Project 2: Fords Run Drainage** is located off County Route 24/2 east of Philippi in Barbour County, WV, and is for the repair and replacement of existing AML reclamation features and facilities and mitigation of failing structures and grading.

**The Sites are around multiple residences, or on gated private property; potential vendors are not to show up on occupied residences. A site visit will be performed with the Highest Scoring Vendor during the Negotiation Phase of this solicitation.**

# EXPRESSION OF INTEREST

## 2021 Design Group C Projects

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

- 2.1. Develop construction plans and technical specifications to stabilize the landslide, and design new drainage features and structures if the existing structures are unable to be repaired or replaced.
- 2.2. Design plans and develop specifications to control any associated water with the site.
- 2.3. Design plans and develop specifications for limits of disturbance, storm water control and erosion and sediment prevention. All disturbed areas are to be regraded and revegetated.
- 2.4. Design plans and develop specifications for all conditions encountered on the project sites.

3. **Qualifications, Experience, and Past Performance:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and the project goals and objectives and how they were met.

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

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

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

4. **Oral Presentations/Interviews:** The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted

# **EXPRESSION OF INTEREST**

## **2021 Design Group C Projects**

proposal, but only clarify information already submitted. A description of the materials and information to be presented is provided below:

### **4.1. Materials and Information Required at Oral Presentation/Interviews:**

An Oral Presentation will be conducted with the three firms selected as the most qualified by the WVDEP Selection Committee. The Committee will schedule the interviews. The format for the interviews will be a 30-minute PowerPoint presentation consisting, at a minimum, of the following:

- Corporate/personnel experience as it relates to the project or projects
- Proposed project management plan
- Key personnel available for the proposed work
- Proposed subcontractors (mapping, geotechnical, etc.)
- Product quality control
- Project cost control
- Project Schedule

# EXPRESSION OF INTEREST

## 2021 Design Group C Projects

### SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with W. Va. Code §5G-1-3. That Code section requires the following related to evaluation and award:
  - 3.1. **Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
    - 3.1.1. evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
    - 3.1.2. conduct interviews with each of the three firms selected.
    - 3.1.3. rank the three selected firms in order of preference.
    - 3.1.4. and commence scope of service and price negotiations with the highest qualified professional firm.

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

Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified at a fee determined to be fair and reasonable,

# EXPRESSION OF INTEREST

## 2021 Design Group C Projects

the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached, or the solicitation is cancelled.

- 3.2. Three Firm Evaluation Rankings:** The Agency will evaluate the three firms that have been determined most qualified to perform the desired service. The evaluation criteria are defined in the Procurement Specifications section and based on a 100-point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- |   |                             |
|---|-----------------------------|
| • Qualifications, Experience, and Past Performance                        | (35) Points Possible        |
| • Goals and Objectives: –<br>Anticipated Concepts and Methods of Approach | (30) Points Possible        |
| • <u>Oral Interview</u>   | <u>(35) Points Possible</u> |
| <b>Total</b>  | <b>100</b>                  |

- 3.3 Contractor Information Form (AVS):** Vendor must complete an AVS (Applicant Violator System) form to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement. This requirement applies to contractors and their sub-contractors and is found under OSMRE's regulations at 30 CFR 874.16. Vendor must sign and date it. Form must be completed within 30 days of award to be considered for award. The completion of the form will be requested by the Agency after evaluation and prior to award of the purchase order.

**CIVIL TECH ENGINEERING, INC.**  
300A Prestige Drive  
Hurricane, West Virginia 25526  
Phone: 304-757-8094 Fax: 304-757-8095  
civiltech1@frontier.com

March 2, 2022

Mr. Troy H. Schell, PE  
WVDEP-AML  
101 Cambridge Place  
Bridgeport, West Virginia 26330

Subject: **Scope of Services and Cost Proposal**  
**DEP22\*04 – 2021 Design Group C Projects**  
Flatbush Highwall, Randolph County, West Virginia  
Ford's Run Drainage, Barbour County, West Virginia  
Civil Tech Project No. 21146

Dear Mr. Schell:

**CIVIL TECH ENGINEERING, INC.** is pleased to present a proposal for engineering services associated with the above referenced project. This proposal includes; a description of the 2021 Design Group C Projects, preliminary site observations, design considerations, scope of services, budget, and schedule. This proposal is based on the following:

1. Work directive from Troy Schell to the writer dated December 15, 2021.
2. Topographic mapping developed by Mead & Hunt under the WVDEP State Contract.
3. A meeting at the Flatbush Highwall Site 1 and Fords Run Site conducted on January 5, 2022 with WVDEP-AML personnel, the writer, and our designer.

As requested, separate costs have been included as follows:

Attachment 1 – Flatbush Highwall,  
Attachment 2 – Fords Run Drainage.  
Attachment 3 – Budget Summary for 2021 Design Group C Projects.

Drilling services proposed for both reclamation sites are included to locate potential borrow materials needed for random fill and soil cover. Drilling will also be performed to estimate the elevation of the coal floor at Flatbush Highwall. Mapping services will be performed to develop confirmation cross sections and in addition, at Flatbush Highwall, we will perform surveying to develop topographic mapping of the existing pond bottom. As discussed herein, the mine entry described in the OSM51 report for Fords Run Drainage has been eliminated from the project. The reader is referred to OSM51 reports for additional information. A description along with site observations and a discussion of design constraints is provided herein for each site. The project team is described below:

### PROJECT TEAM

**PROJECT MANAGER:** Mark Pennington will be responsible for project quality, schedule, and budget.

**PROJECT ENGINEERS:** Mark Pennington and Jennifer Pennington will be responsible for planning, direction, and performance of all work.

**SURVEYING:** Charles Arthur Jr. will serve as party chief. Neal Craig and Jack Pennington will serve as survey crew members.

**DESIGNER:** Charles Arthur Jr. and Neal Craig will serve as designers and CAD draftsmen.

**ENGINEERING TECHNICIANS:** Charles Arthur Jr., Neal Craig, and Jack Pennington will serve as field engineering technicians under the direction of the Project Manager.

We trust this proposal is complete and acceptable. However, should you have questions or need additional information, please feel free to call.

Very Truly yours,

**CIVIL TECH ENGINEERING INC.**

A handwritten signature in dark ink, appearing to read 'Mark E. Pennington', with a stylized flourish at the end.

Mark E. Pennington, MS, PE  
Principal Engineer

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## **PROJECT DESCRIPTION & SITE VISIT OBSERVATIONS – FLATBUSH HIGHWALL (FBHW)**

### **Flatbush Highwall (FBHW)**

According to the OSM51 report, the Middle Kittanning Coal was surface mined at this site in the 1960's. The mining operations have left about 1300 to 1500 ft. of highwall ranging in height from 15 to 25 ft. Kettle Run Road (CR 20/3) parallels the top of the highwall on the north end. There is also an unimproved gas well access road and gas line which parallels the highwall on the southern end. The highwall and the old mine pit create a safety concern for these roadways and the gas line. In addition, a private roadway parallels the mine pit on the downhill side. This road is constructed on mine spoil and lack of adequate drainage through the spoil has created a 0.8-acre dangerous impoundment in the old pit. Surface water enters the impoundment from natural drainage west of the site, and flows out from the pit through an old CMP located on the north end of the old mine. The CMP inlet is below the impoundment surface and is likely blocked with debris and sediment. The bottom of the pipe at the outlet is completely consumed by corrosion. The pipe is in very poor condition and discharge from the impoundment is flowing below the pipe creating a blow-out concern. Water also drains from the impoundment as AMD seepage which was observed in the natural drainage features below the private roadway and mine spoil fill. According to information provided, the pond is approximately 5 ft. deep and exhibits a soft mud bottom. The depth of the pond will be verified by bottom soundings as part of the scope of our work on this project. The impoundment drains under the adjacent roadway to Flatbush Fork, Roaring Creek, and then on to the Tygart River.

The project will require back stack fill to reclaim the highwall. The pit will also be dewatered and graded to drain to a new drain pipe to be installed through the private roadway approximately as shown on Figure 1. As requested by the owner, the private roadway alignment and grade will not be changed by this project.

During our inspection, a borrow site was identified on the south end of the site that will be investigated by test borings as part of the design. Reclamation of the highwall using back cut techniques was not considered feasible due to the presence of a gas line above the highwall on the south end and the proximity of Kettle Run Road on the north end. Once the impoundment is drained and the mine pit graded to drain to the new pipe (See Figure 1), AMD seepage from the old mine pit should be greatly reduced or eliminated. During our inspection, we did not observe wetland areas and since no streams will be impacted it was agreed that a permit from the USACE should not be required. The only permit that should be required will be a construction stormwater permit from the WVDEP. Based on our site visit and information provided, design constraints have been identified and the project will include the following general construction scope (Refer to Figure 1). Design constraints identified during our site visit are summarized below:

**Scope of Services and Cost Proposal for DEP22\*04**  
**2021 Design Group C Projects – Flatbush Highwall and Ford's Run Drainage**  
Randolph and Barbour County, West Virginia  
Civil Tech Project No. 21146

**Design Constraints**

1. The alignment and grade of the private road formed by the mine spoil cannot be changed.
2. The highwall reclamation will need to be performed using back stack techniques. Reclamation by back cutting is not feasible due to the location of Kettle Run Road and a gas line.
3. Available borrow volume for use as back stack (to be determined) is an important consideration. The nature and volume of the borrow site will be investigated with test borings as part of the design scope.
4. Based on conceptual design information, we roughly estimate about 50,000 CY of material may be needed for back stack. If the borrow site can be excavated to a depth of about 10 ft., it should provide substantially more borrow volume than needed. Again, this will need to be confirmed based on more detailed design and by subsurface investigation.
5. The drain pipe will be sized for a minimum 24 hour 25-year storm event with a check for the 50 and 100-year events. We will consider a larger pipe than needed for the design storm in order to provide additional capacity in the event the pipe inlet becomes clogged in the future by limbs and debris.
6. Cover soil volume available for revegetation is a concern.

**General Scope of Construction**

1. Drain the impoundment and treat discharge for pH.
2. Construct a new drain pipe through the private road and mine spoil to provide a permanent drain for the mine pit. Clean up AMD sediment and provide a rip rap channel extending downstream from the new pipe outlet for a distance of about 100 to 200 LF.
3. Reclaim the highwall and grade the pit to drain to the new drain pipe.
4. Provide access roads to the toe of the mine spoil at two locations for limestone dump sites to treat AMD.
5. Seed and mulch the disturbed area.

**Typical photographs of Flatbush highwall taken on January 5, 2022 follow:**

**Scope of Services and Cost Proposal for DEP22\*04**  
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**Photo No. 1: Impoundment and highwall – north end.**



**Photo No. 2: Impoundment drain pipe outlet. Blocked on the upstream end and consumed by corrosion.**

**Scope of Services and Cost Proposal for DEP22\*04**  
**2021 Design Group C Projects – Flatbush Highwall and Ford's Run Drainage**  
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**Photo No. 3: Impoundment and highwall facing south.**



**Photo No. 4: Standing water where new drain pipe and rip rap channel will be installed.**

**Scope of Services and Cost Proposal for DEP22\*04**  
**2021 Design Group C Projects – Flatbush Highwall and Ford's Run Drainage**  
Randolph and Barbour County, West Virginia  
Civil Tech Project No. 21146



**Photo No. 5: Highwall at southern end of the pit.**



**Photo No. 6: Private roadway constructed on mine spoil facing north.**



**Photo No. 7: Borrow site facing east from the private road.**



**Photo No. 8: Standing water in what appears to be an old sediment trap located at the toe of the borrow site.**

## **FLATBUSH HIGHWALL (FBHW) - SUGGESTED SCOPE OF ENGINEERING SERVICES**

### **Phase I – Planning & Field Work (FBHW)**

1. Initial Site Visit: Our engineer and engineering technician met with you and other DEP personnel on January 5, 2022 in order to develop a scope of services for the project. During our site visit, we walked and visually examined the site and potential borrow area.
2. Information Review: Information provided including aerial photographs will be reviewed to become familiar with the history of the site in order to identify or confirm important design constraints that must be considered.
3. Site Reconnaissance: We will perform a detailed examination of the site looking for pertinent features which may affect the construction including; seepage areas, property corners, utilities, pipes, drainage systems, old structures, etc.
4. Surveying: Topographic mapping (2 ft. contour interval) has been developed by the WVDEP under separate contract and therefore, surveying to develop topographic mapping has not been included in this scope of work. However, we have included surveying to develop typical confirmation cross sections to verify the mapping is correct relative to the control set by the mapping contractor. If there are discrepancies with the mapping, we will report the same to the mapping contractor for review and correction if needed. If additional mapping is needed, we understand it will be provided by the WVDEP under the state mapping contract. In addition to the confirmation surveying, we will perform any needed surveying to locate pertinent site features and borings with our in-house crew, as required. Surveying services if needed will be performed in relation to onsite vertical and horizontal control set by the mapping contractor. This proposal does not consider any additional surveying to establish control onsite.

### **Phase II – Subsurface Investigation (FBHW)**

- A. Engineering: Drilling and sampling will be subcontracted to Triad Engineering Inc. Drilling activity will be directed and observed by our representative. Our representative will be onsite full time when drilling is being conducted.
- B. Drilling and Sampling General Scope of Work: Drilling and sampling will be needed to investigate the borrow site to determine suitability for use as random fill for back stack and available borrow volume. We will also drill three borings in and around the old mine pit to attempt to determine the coal floor for drainage design purposes. Ten (10) standard test borings are proposed for the borrow area and three (3) are proposed for the mine pit. This corresponds to a total of 13 test borings. Rock core and piezometer installation are not

proposed for this site. For purposes of estimating the drilling footage, we have considered an average drilling depth of 20 ft. This corresponds to a total of 260 ft. of standard soil test borings.

Standard penetration testing and sampling will be performed at regular intervals throughout the borings. Soil samples obtained in conjunction with the standard Penetration testing will be stored in air tight glass jars and delivered to our office for visual classification. No laboratory testing on soil samples is proposed herein.

### **Phase III – Design Engineering & Contract Documents (FBHW)**

1. Conceptual Engineering: A conceptual plan will be prepared and submitted to the WVDEP for review and approval for each site prior to proceeding with preliminary design. The topographic mapping developed and furnished to us by the WVDEP will be used for design. We will meet with WVDEP representatives in the Bridgeport Office to discuss the conceptual design and obtain direction prior to proceeding with the Preliminary Engineering, as needed.
2. Preliminary Engineering: Preliminary Engineering will be performed and will include:
  - a. Planning, layout and design of drainage channels/piping, highwall reclamation, and construction. This work will include; grading to create stable slopes, placement of soil cover and revegetation, armored channel construction and revegetation. A 2:1 or flatter highwall reclamation fill slope is desired, if possible. The actual back stack slope will be based on design constraints and available borrow.
  - b. Construction Specifications Outline.
  - c. Preparation of a brief design report including all calculations. Drainage channels/piping will be sized using the minimum 24-hour 25-year storm event. However, where practical we will check for and attempt to provide 50 to 100-year design storm capacity. As mentioned, the new drain pipe installed through the mine spoil private roadway will be oversized to provide additional capacity for future blockage due to debris buildup.
3. Meet with WVDEP representatives in Bridgeport, WV to discuss the planned design prior to preparing final construction documents, as needed.
4. Final Engineering and Report Preparation: Based on the results of the preliminary engineering, the meeting discussed above, and review comments, final engineering calculations will be performed and a brief report will be prepared summarizing revisions and changes to the design.

**Scope of Services and Cost Proposal for DEP22\*04**  
**2021 Design Group C Projects – Flatbush Highwall and Ford’s Run Drainage**  
Randolph and Barbour County, West Virginia  
Civil Tech Project No. 21146

5. **Design Drawings:** A complete set of design drawings suitable for construction will be prepared using AutoCad Civil3D or Carlson Civil 2022 in AutoCad format. A copy of the design documents will be furnished on CD and will be submitted in both pdf and CAD formats. The design drawings will include:
  - a. Cover sheet.
  - b. Existing Site Conditions with Base Line Layout.
  - c. Site Plan
  - d. Site Plan with Tax Map Overlay.
  - e. Highwall Reclamation Cross Sections.
  - f. Drainage Structure Profiles.
  - g. Miscellaneous Details including Channel Sections, piping, underdrain, etc.
  - h. Temporary Erosion and Sediment Control Measures.
  - i. Erosion and Sediment Control Details
6. **Specifications:** A complete set of specifications with bid form suitable for construction and bidding will be prepared using WVDEP AML format. Specifications will include as appropriate:
  - a. General Conditions
  - b. Mobilization/Demobilization
  - c. Construction Layout
  - d. Quality Control
  - e. Site Preparation
  - f. Unclassified Excavation
  - g. Drainage Structures
  - h. Sediment Control Structures
  - i. Re-vegetation
7. **Engineering Cost Estimate and Construction Schedule:** An estimated construction cost and construction schedule will be prepared and included in the design documents. The construction cost estimate will be based on typical unit rates for construction and quantities estimated from the design drawings.
8. **Permits:** We will submit and obtain a construction storm water permit from the WVDEP. At this time, it is not anticipated that a permit from the USACE or the WVDOH will be needed. Permit fees are not included in this scope. Permitting costs are based on recent experience with construction stormwater applications.

**Scope of Services and Cost Proposal for DEP22\*04**  
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**Phase IV – Construction Phase Services (FBHW)**

1. Prebid Meeting: A pre-bid meeting will be attended at the site by our Project Manager (Professional Engineer in charge of the project).
2. Pre-Construction Meeting: A pre-construction meeting will be attended at the site by our Project Manager (Professional Engineer in charge of the project).

**FLATBUSH HIGHWALL BUDGET (FBHW)**

An estimated cost for engineering services based on the scope of services described herein is provided below. A detailed breakdown with man-hours and unit costs for each activity is provided on Attachment No. 1.

|  |                            |
|--|----------------------------|
| <b>PHASE I – FIELD WORK AND REVIEW</b>                         | <b>\$ 19,115.00</b>        |
| <b>PHASE II – SUBSURFACE INVESTIGATION</b>                     | <b>\$ 21,920.00</b>        |
| <b>PHASE III – DESIGN ENGINEERING &amp; CONTRACT DOCUMENTS</b> | <b>\$ 53,030.00</b>        |
| <b>PHASE IV – CONSTRUCTION PHASE</b>                           | <b><u>\$ 3,240.00</u></b>  |
| <b>TOTAL COST FOR PHASES I - IV</b>                            | <b><u>\$ 97,305.00</u></b> |

## **PROJECT DESCRIPTION & SITE VISIT OBSERVATIONS – FORDS RUN DRAINAGE (FRD)**

### **Fords Run Drainage (FRD)**

According to the OSM51 report, the Lower Kittanning Coal was deep mined by the Ketchum Coal Company at this site in the 1960's. This site has also been used for coal refuse disposal and, according to information provided, reclamation work has been performed on two previous occasions to grade the refuse and construct armored drainage features to carry surface runoff downslope to Fords Run. Fords Run is also carried to the site in a grouted channel and then passes below the toe of the refuse through a 48-inch diameter RCP. This pipe is blocked and leaking into an adjacent channel just downstream of the inlet and this leakage then combines with red AMD from the refuse and flows downstream to Fords Run just downstream of the outlet of the 48-inch RCP. Failed drainage channels carrying surface runoff from the refuse reclamation area have caused substantial erosion and overflow at the inlet to Fords Run RCP. This overflow floods the adjacent county road and causes refuse to accumulate on the highway. See Figure 2. The DEP would like to repair, replace, or reconfigure grading and drainage from the old refuse reclamation project to prevent erosion and overflow to the highway. As part of this project, Fords Run will be returned to a channel as maintenance of the existing 48-inch RCP and the existing RCP will be removed and backfilled. The pipe removed will be stockpiled onsite for the property owner's use. Substantial AMD flows from the mine refuse and as mentioned, this seepage is flowing onto CR24 and is also affecting an active permit operated by Kanawha Energy (Permit # P-0713-00) Mine No. 10 Prep Plant. This uncontrolled AMD and refuse have prompted complaints from the permit holder, DEP, and the WVDOH. Underdrains constructed of crushed limestone will likely be needed to capture and properly convey this seepage to Fords Run

Mining History: Based on our review of information provided by the WVGS the Lower, Middle, and Upper Kittanning are the coal seams of interest at this site. No mining is indicated in the Lower or Middle Kittanning Coal seams on the WVGS web site. There is a mine and portal opening shown on the WVGS web site in the Upper Kittanning. A copy of the mine map is attached. As shown, the entry to the mine suggests the elevation is about 1409 ft. We have located two areas which topography suggests may be portals. However, only one of these locations actually corresponds with the elevation of the mine as indicated on the attached mine map. DEP personnel investigated this mine entry following our initial site visit on January 5, 2022. However, DEP did not report any evidence of mine drainage or a dangerous impoundment on their site visit following our January 5 visit. This observation would be consistent with the structural contours for the Upper, Middle, and Lower Kittanning Seams shown on the WVGS which suggests the coal dips into the hillside to the north and west. Based on this information, the presence of AMD and an impoundment within the Upper Kittanning mine workings at this site is unlikely and the DEP has eliminated the mine entry from the scope of this project.

**Scope of Services and Cost Proposal for DEP22\*04**  
**2021 Design Group C Projects – Flatbush Highwall and Ford's Run Drainage**  
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Based on information provided and observations made during our site visits, we have identified the following constraints.

Design Constraints:

1. Access to the site.
2. CR24 alignment and traffic.
3. Active mine permit.
4. Sufficient soil volume for use as soil cover and revegetation.
5. Grading and drainage from the existing refuse reclamation project.

Based on our site visit and information provided, the project will include the following construction:

1. Erosion and sediment controls.
2. Clearing and grubbing.
3. Stripping.
4. Demolition (Pipe Removal)
5. Rip rap channel and underdrain construction.
6. Channel repair, replacement, and re-alignment.
7. Minor grading of refuse.
8. Installation of soil cover.
9. Revegetation.

During our site visit, we discussed permit requirements and agreed that a permit from the USACE would not be needed since Fords Run already flows through a pipe and this pipe can be removed as maintenance. Also, no natural stream channels will be impacted by this project and no wetlands were observed onsite within the project area. However, a WVDEP construction stormwater permit and a DOH encroachment permit will be required. We understand this site is located in District 7. During our site visit, we discussed the possibility of shutting down the county road during construction and we will explore this with the WVDOH. We also discussed the possibility of using various liners below any new rip rap channels constructed and based on this discussion, it appears that a Clay-Max type liner has performed well below rip rap installed on steep slopes on other projects and is desired by the WVDEP.

Typical photographs of Fords Run Drainage Project taken on January 5, 2022 follow:

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**Photo No. 9: Site entrance. Note AMD.**



**Photo No. 10: AMD flow facing north from the site entrance.**

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**Photo No. 11: AMD flow facing south from the entrance.**



**Photo No. 12: AMD and leaking 48" RCP carrying Fords Run.**

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**Photo No. 13: Existing grouted rip rap channel carrying Fords Run to the 48" RCP.**



**Photo No. 14: RCP inlet facing north and erosion/overflow area just north of the inlet.**

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**Photo No. 15: Erosion from failed drainage in the mine refuse reclamation area.**



**Photo No. 16: Fords Run and the 48" RCP outlet.**

## **SUGGESTED SCOPE OF ENGINEERING SERVICES – FORDS RUN DRAINAGE (FRD)**

### **Phase I – Planning & Field Work (FRD)**

1. Initial Site Visit: Our engineer and engineering technician met with you and other DEP personnel on January 5, 2022 in order to develop a scope of work for the project. During our site visit, we walked and visually examined the site. Following our initial site visit, the potential mine opening in the Upper Kittanning was investigated by the DEP and this portal was eliminated from the project.
2. Mining: Structural information shown on the WVGS web site suggests the Kittanning Coal Seams coal dips down toward the northwest. This dip would likely preclude mine drainage and an impoundment at this site. As mentioned, the mine portal in the Upper Kittanning has been eliminated from this project.
3. Information Review: Information provided including aerial photographs will be reviewed to become familiar with the history of the site in order to identify or confirm important design constraints which must be considered.
4. Site Reconnaissance: We will perform a detailed examination of the site looking for AMD, failed channels, and erosion features which will need to be addressed. We will identify; seepage areas, property corners, utilities, pipes, drainage systems, old structures, erosion, etc.
5. Surveying: Topographic mapping (2 ft. contour interval) has been developed by the WVDEP under separate contract and therefore, surveying to develop topographic mapping has not been included in this scope of work. However, we have included surveying to develop typical confirmation cross sections to verify the mapping is correct relative to the control set by the mapping contractor. If there are discrepancies with the mapping, we will report the same to the mapping contractor for review and correction if needed. If additional mapping is needed, we understand it will be provided by the WVDEP under the state mapping contract. In addition to the confirmation surveying, we will perform any needed surveying to locate pertinent site features and borings with our in-house crew, as required. Surveying services if needed will be performed in relation to onsite vertical and horizontal control set by the mapping contractor. This proposal does not consider any additional surveying to establish control onsite.

### **Phase II – Subsurface Investigation (FRD)**

- A. Engineering: Drilling and sampling will be subcontracted to Triad Engineering Inc. Drilling activity will be directed and observed by our representative. Our representative will be onsite full time when drilling is being conducted.

- B. Drilling and Sampling General Scope of Work: Drilling and sampling will be needed to investigate a soil cover borrow site. Ten (10) standard test borings are proposed. Rock core and piezometer installation are not proposed for this part of the project. For purposes of estimating the drilling footage, we have considered an average drilling depth of 20 ft. This corresponds to a total of 200 ft. of standard soil drilling.

Standard penetration testing and sampling will be performed at regular intervals throughout the borings. Soil samples obtained in conjunction with the standard Penetration testing will be stored in air tight glass jars and delivered to our office for visual classification and engineering assessment. No laboratory testing is proposed for this project.

### **Phase III – Design Engineering & Contract Documents (FRD)**

1. Conceptual Engineering: A conceptual plan will be prepared and submitted to the WVDEP for review and approval prior to proceeding with preliminary design. The topographic mapping developed and furnished to us by the WVDEP will be used for design. We will meet with WVDEP representatives in the Bridgeport Office as needed to discuss the conceptual design and obtain direction prior to proceeding with the Preliminary Engineering.
2. Preliminary Engineering: Preliminary Engineering will be performed and will include:
  - a. Planning, layout and design of drainage channels/piping, erosion repair, channel rehabilitation, etc. This work will include; grading to eliminate erosion features and create stable slopes, placement of soil cover and revegetation, armored channel construction and repair, subsurface drainage, and revegetation.
  - b. Construction Specifications Outline.
  - c. Preparation of a brief design report including all calculations. Drainage channels/piping will be sized using the minimum 24-hour 25-year storm event. However, where practical we will check for and attempt to provide 50 to 100-year design storm capacity.
3. Meet with WVDEP representatives in Bridgeport, WV to discuss the planned design prior to preparing final construction documents, as needed.
4. Final Engineering and Report Preparation: Based on the results of the preliminary engineering, the meeting discussed above, and review comments, final engineering calculations will be performed and a brief report will be prepared summarizing revisions and changes to the design.

**Scope of Services and Cost Proposal for DEP22\*04**  
**2021 Design Group C Projects – Flatbush Highwall and Ford's Run Drainage**  
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5. **Design Drawings:** A complete set of design drawings suitable for construction will be prepared using AutoCad Civil3D or Carlson Civil 2021. A copy of the design documents in CAD and pdf formats will be furnished on CD. The design drawings will include:
  - a. Cover sheet.
  - b. Existing Site Conditions with Base Line Layout.
  - c. Site Plan
  - d. Site Plan with Tax Map Overlay.
  - e. Reclamation Cross Sections.
  - f. Drainage Structure Profiles.
  - g. Miscellaneous Details including Channel Sections, piping, underdrain, etc.
  - h. Temporary Erosion and Sediment Control Measures.
  - i. Erosion and Sediment Control Details
6. **Specifications:** A complete set of specifications with bid form suitable for construction and bidding will be prepared using WVDEP AML format. Specifications will include as appropriate:
  - a. General Conditions
  - b. Mobilization/Demobilization
  - c. Construction Layout
  - d. Quality Control
  - e. Site Preparation
  - f. Unclassified Excavation
  - g. Drainage Structures
  - h. Sediment Control Structures
  - i. Re-vegetation
7. **Engineering Cost Estimate and Construction Schedule:** An estimated construction cost and construction schedule will be prepared and included in the design documents. The construction cost estimate will be based on typical unit rates for construction and quantities estimated from the design drawings.
8. **Permits:** We will submit and obtain a construction storm water permit from the WVDEP and an encroachment permit from the WVDOH. Permit fees are not included.

**Phase IV – Construction Phase Services (FRD)**

1. **Prebid Meeting:** A pre-bid meeting will be attended at the site by our Project Manager (Professional Engineer in charge of the project).

**Scope of Services and Cost Proposal for DEP22\*04**  
**2021 Design Group C Projects – Flatbush Highwall and Ford's Run Drainage**  
Randolph and Barbour County, West Virginia  
Civil Tech Project No. 21146

2. Pre-Construction Meeting: A pre-construction meeting will be attended at the site by our Project. Manager (Professional Engineer in charge of the project).

**FORDS RUN DRANAGE BUDGET (FRD)**

An estimated cost for engineering services based on the scope of services described herein is provided below. A detailed breakdown with man-hours and unit costs for each activity is provided on Attachment No. 2.

|  |                            |
|--|----------------------------|
| <b>PHASE I – FIELD WORK AND REVIEW</b>                         | <b>\$ 27,375.00</b>        |
| <b>PHASE II – SUBSURFACE INVESTIGATION</b>                     | <b>\$ 19,980.00</b>        |
| <b>PHASE III – DESIGN ENGINEERING &amp; CONTRACT DOCUMENTS</b> | <b>\$ 70,080.00</b>        |
| <b>PHASE IV – CONSTRUCTION PHASE</b>                           | <b><u>\$ 3,240.00</u></b>  |
| <b>TOTAL COST FOR PHASES I - IV</b>                            | <b><u>\$120,675.00</u></b> |

## **2021 DESIGN GROUP C PROJECTS COST SUMMARY AND SCHEDULE**

Conceptual and Preliminary Design will be completed within 60 days after receipt of Notice To Proceed if possible. The schedule includes approximately 120 days to fully complete Phases I thru III. This 120-day schedule considers time required for plan review, corrections, and permitting. Based on the scope of work to be performed, we estimate the total cost of the design project will be \$ 217,980 for both sites. Design costs for Flatbush Highwall and Fords Run Drainage including subsurface investigation are presented on Attachments 1 and 2, respectively. Combined Costs for Flatbush Highwall and Fords Run Drainage are presented on Attachment 3.

### **Additional Services and Exclusions**

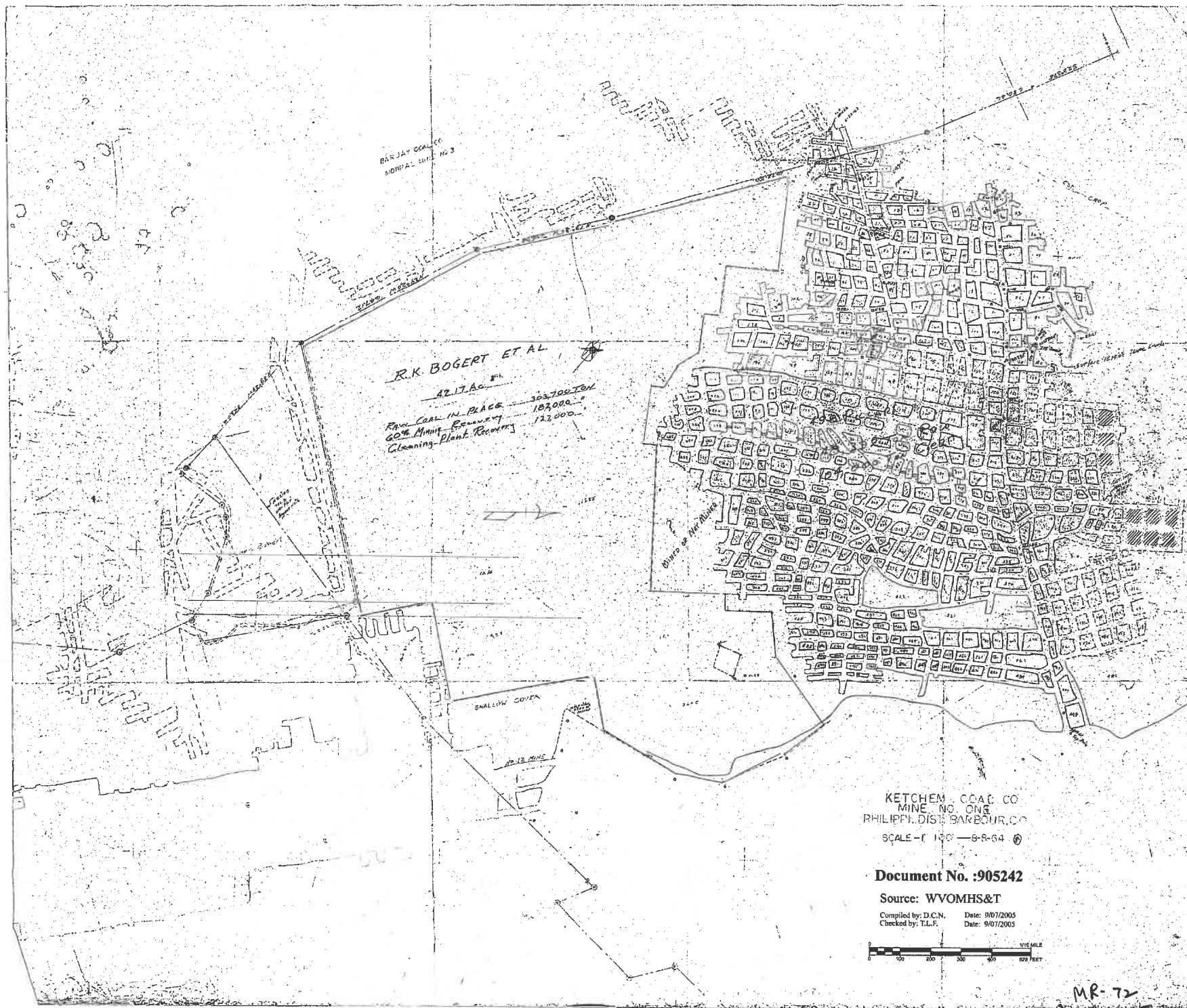
1. Other services not included in the scope of this project can be provided as directed by WVDEP in accordance with the unit rates provided on Attachment No.s 1 and 2.
2. Other Permits: We will prepare and submit any other permit applications for review and approval as additional services if required by the WVDEP or the respective agency. The cost of these permitting services other than those described herein has **not** been included in the scope of this proposal.
3. Permit costs; application fees; environmental testing, assessment, wetland delineation, and natural stream design services; public hearings etc., are not included in the scope of this proposal.

We trust this scope of work and cost estimate is satisfactory. Please note: no permit fees are included in this estimate. An insurance certificate showing general liability, professional liability, and workers compensation coverage will be provided under separate cover along with a purchasing affidavit as requested.

**ILLUSTRATIONS**  
**Figures 1 and 2**  
**Mine Map – Fords Run Drainage**

|     |          |      |    |  |   |  |   |                     |             |   |
|-----|----------|------|----|--|---|--|---|---------------------|-------------|---|
|     |          |      |    | SURVEYED CMN 03/22<br>DRAWN WKM 03/24<br>CHECKED CJB 03/24 | <br>OFFICE OF ABANDONED MINE LANDS & RECLAMATION | <br>400 TRACY WAY, SUITE 200<br>CHARLESTON, WV 25311<br>(304) 345-6712 PHONE<br>(304) 345-6714 FAX | PROJECT NAME:<br>FLATBUSH HIGH WALL WD#2<br>PROJECT NO.:<br>DEP2100000002 | COUNTY:<br>RANDOLPH | OVERALL MAP | DATE:<br>04/01/2021<br>SHEET:<br>2 OF 4 |
| NO. | REVISION | DATE | BY | REVIEWED   | CMN 03/24   |  |   |                     |             |   |





**ATTACHMENTS**  
**Attachments 1, 2, and 3**

**ATTACHMENT NO. 1 - ENGINEERING COST (PAGE 1 OF 1)**

Flatbush Highwall Design Cost -- DEP22\*04

Submitted by: Civil Tech Engineering, Inc.

Date: February 28, 2022

| WORK PHASE | PERSONNEL  | UNIT COST  | QUANTITY | COST (\$)          |
|------------|--|------------|----------|--------------------|
| <b>I</b>   | <b>Planning, Field Work, Review, Site Reconnaissance</b> |            |          |                    |
|            | a. Project Manager (PE)                                  | \$140.00   | 8        | \$1,120.00         |
|            | b. Project Engineer (PE)                                 | \$120.00   | 8        | \$960.00           |
|            | c. Staff Engineer  | \$100.00   | 20       | \$2,000.00         |
|            | d. Design Draftsman                                      | \$85.00    | 85       | \$7,225.00         |
|            | e. Vehicle Expense                                       | \$0.60     | 1350     | \$810.00           |
|            | f. Three Man Survey Crew                                 | \$175.00   | 40       | \$7,000.00         |
|            | <b>Total Phase I</b>                                     |            |          | <b>\$19,115.00</b> |
| <b>II</b>  | <b>Subsurface Investigation</b>                          |            |          |                    |
|            | <b>A. Engineering</b>                                    |            |          |                    |
|            | a. Project Manager (PE)                                  | \$140.00   | 2        | \$280.00           |
|            | b. Project Engineer (PE)                                 | \$120.00   | 4        | \$480.00           |
|            | c. Staff Engineer  | \$100.00   | 8        | \$800.00           |
|            | d. Engineering Technician                                | \$75.00    | 60       | \$4,500.00         |
|            | e. Per Diem  | \$130.00   | 3        | \$390.00           |
|            | f. Vehicle Expense                                       | \$0.60     | 1200     | \$720.00           |
|            | <b>Subtotal Phase IIA</b>                                |            |          | <b>\$7,170.00</b>  |
|            | <b>B. Drilling &amp; Sampling</b>                        |            |          |                    |
|            | a. Mob/Demob (LS)  | \$2,500.00 | 1        | \$2,500.00         |
|            | c. Standard Test Borings - LF                            | \$25.00    | 260      | \$6,500.00         |
|            | d. Perdiem (drilling crew/day)                           | \$350.00   | 7        | \$2,450.00         |
|            | e. Dozer Assistance - HR                                 | \$150.00   | 12       | \$1,800.00         |
|            | f. Reclamation (LS)                                      | \$1,500.00 | 1        | \$1,500.00         |
|            | <b>Subtotal Phase IIB</b>                                |            |          | <b>\$14,750.00</b> |
|            | <b>Total Phase II</b>                                    |            |          | <b>\$21,920.00</b> |
| <b>III</b> | <b>Design Engineering &amp; Contract Documents</b>       |            |          |                    |
|            | a. Project Manager (PE)                                  | \$140.00   | 24       | \$3,360.00         |
|            | b. Project Engineer (PE)                                 | \$120.00   | 60       | \$7,200.00         |
|            | c. Staff Engineer  | \$100.00   | 120      | \$12,000.00        |
|            | d. Design Draftsman                                      | \$85.00    | 350      | \$29,750.00        |
|            | e. vehicle expense                                       | \$0.60     | 1200     | \$720.00           |
|            | <b>Total Phase III</b>                                   |            |          | <b>\$53,030.00</b> |
| <b>IV</b>  | <b>Construction Phase</b>                                |            |          |                    |
|            | <u>Pre-bid Meeting</u>                                   |            |          |                    |
|            | a. Project Manager (PE)                                  | \$120.00   | 12       | \$1,440.00         |
|            | b. vehicle expense                                       | \$0.60     | 300      | \$180.00           |
|            | <b>Subtotal</b>  |            |          | <b>\$1,620.00</b>  |
|            | <u>Pre-Construction Meeting</u>                          |            |          |                    |
|            | a. Project Manager (PE)                                  | \$120.00   | 12       | \$1,440.00         |
|            | b. vehicle expense                                       | \$0.60     | 300      | \$180.00           |
|            | <b>Subtotal</b>  |            |          | <b>\$1,620.00</b>  |
|            | <b>Total Phase IV</b>                                    |            |          | <b>\$3,240.00</b>  |
|            | <b>Total Cost Phases I, II, III, &amp; IV</b>            |            |          | <b>\$97,305.00</b> |

**ATTACHMENT NO. 2 - ENGINEERING COST (PAGE 1 OF 1)**

Fords Run Drainage Design Cost -- DEP22\*04

Submitted by: Civil Tech Engineering, Inc.

Date: February 28, 2022

| WORK PHASE | PERSONNEL  | UNIT COST  | QUANTITY | COST (\$)           |
|------------|--|------------|----------|---------------------|
| <b>I</b>   | <b>Planning, Field Work, Review, Site Reconnaissance</b> |            |          |                     |
|            | a. Project Manager (PE)                                  | \$140.00   | 16       | \$2,240.00          |
|            | b. Project Engineer (PE)                                 | \$120.00   | 20       | \$2,400.00          |
|            | c. Staff Engineer  | \$100.00   | 60       | \$6,000.00          |
|            | d. Design Draftsman                                      | \$85.00    | 105      | \$8,925.00          |
|            | e. Vehicle Expense                                       | \$0.60     | 1350     | \$810.00            |
|            | f. Three Man Survey Crew                                 | \$175.00   | 40       | \$7,000.00          |
|            | <b>Total Phase I</b>                                     |            |          | <b>\$27,375.00</b>  |
| <b>II</b>  | <b>Subsurface Investigation</b>                          |            |          |                     |
|            | <b>A. Engineering</b>                                    |            |          |                     |
|            | a. Project Manager (PE)                                  | \$140.00   | 2        | \$280.00            |
|            | b. Project Engineer (PE)                                 | \$120.00   | 4        | \$480.00            |
|            | c. Staff Engineer  | \$100.00   | 8        | \$800.00            |
|            | d. Engineering Technician                                | \$75.00    | 60       | \$4,500.00          |
|            | e. Per Diem  | \$130.00   | 5        | \$650.00            |
|            | f. Vehicle Expense                                       | \$0.60     | 1200     | \$720.00            |
|            | <b>Subtotal Phase IIA</b>                                |            |          | <b>\$7,430.00</b>   |
|            | <b>B. Drilling &amp; Sampling</b>                        |            |          |                     |
|            | a. Mob/Demob (LS)  | \$2,500.00 | 1        | \$2,500.00          |
|            | c. Standard Test Borings - LF                            | \$25.00    | 200      | \$5,000.00          |
|            | d. Per diem (drilling crew/day)                          | \$350.00   | 5        | \$1,750.00          |
|            | e. Dozer Assistance - HR                                 | \$150.00   | 12       | \$1,800.00          |
|            | f. Reclamation (LS)                                      | \$1,500.00 | 1        | \$1,500.00          |
|            | <b>Subtotal Phase IIB</b>                                |            |          | <b>\$12,550.00</b>  |
|            | <b>Total Phase II</b>                                    |            |          | <b>\$19,980.00</b>  |
| <b>III</b> | <b>Design Engineering &amp; Contract Documents</b>       |            |          |                     |
|            | a. Project Manager (PE)                                  | \$140.00   | 24       | \$3,360.00          |
|            | b. Project Engineer (PE)                                 | \$120.00   | 100      | \$12,000.00         |
|            | c. Staff Engineer  | \$100.00   | 200      | \$20,000.00         |
|            | d. Design Draftsman                                      | \$85.00    | 400      | \$34,000.00         |
|            | e. vehicle expense                                       | \$0.60     | 1200     | \$720.00            |
|            | <b>Total Phase III</b>                                   |            |          | <b>\$70,080.00</b>  |
| <b>IV</b>  | <b>Construction Phase</b>                                |            |          |                     |
|            | <u>Pre-bid Meeting</u>                                   |            |          |                     |
|            | a. Project Manager (PE)                                  | \$120.00   | 12       | \$1,440.00          |
|            | b. vehicle expense                                       | \$0.60     | 300      | \$180.00            |
|            | <b>Subtotal</b>  |            |          | <b>\$1,620.00</b>   |
|            | <u>Pre-Construction Meeting</u>                          |            |          |                     |
|            | a. Project Manager (PE)                                  | \$120.00   | 12       | \$1,440.00          |
|            | b. vehicle expense                                       | \$0.60     | 300      | \$180.00            |
|            | <b>Subtotal</b>  |            |          | <b>\$1,620.00</b>   |
|            | <b>Total Phase IV</b>                                    |            |          | <b>\$3,240.00</b>   |
|            | <b>Total Cost Phases I, II, III, &amp; IV</b>            |            |          | <b>\$120,675.00</b> |

**ATTACHMENT NO. 3 - COMBINED ENGINEERING COST SUMMARY (PAGE 1 OF 1)**

Engineering Services Cost Summary – DEP22\*04

Submitted by: Civil Tech Engineering, Inc.

Date: February 28, 2022

| PHASE                                    | DESCRIPTION                                       | FLATBUSH HW<br>COST (\$) | FORDS RUN<br>COST (\$) | GROUP C DESIGN<br>COST TOTAL (\$) |
|--|---|--------------------------|------------------------|-----------------------------------|
| I  | Planning, Field Work, Review, Site Reconnaissance | \$ 19,115.00             | \$ 27,375.00           | \$ 46,490.00                      |
| II                                       | Subsurface Investigation and Testing              | \$ 21,920.00             | \$ 19,980.00           | \$ 41,900.00                      |
| III                                      | Design Engineering and Contract Documents         | \$ 53,030.00             | \$ 70,080.00           | \$ 123,110.00                     |
| IV                                       | Construction Phase                                | \$ 3,240.00              | \$ 3,240.00            | \$ 6,480.00                       |
| 2021 DESIGN GROUP C PROJECTS COST TOTALS |   | \$ 97,305.00             | \$ 120,675.00          | \$ 217,980.00                     |