



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: 09-09-2022

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 DEP2300000006 1	Procurement Folder:	1014779
Document Name:	EOI - Sullivan Refuse and Clogged Stream	Reason for Modification:	
Document Description:	AML/Sullivan Refuse and Clogged Stream		
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: 000000204787 THE THRASHER GROUP INC 600 WHITE OAKS BLVD BRIDGEPORT WV 26330 US Vendor Contact Phone: 304-343-7601 Extension: Discount Details: <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: Jessica S Chambers Requestor Phone: 304-926-0499 Requestor Email: jessica.s.chambers@wv.gov 23 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 OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US

Total Order Amount: \$124,011.08

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: 9/12/2022 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 9/14/2022 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 9/14/2022 ELECTRONIC SIGNATURE ON FILE
--	---	--

Extended Description:

The vendor, The Thrasher Group Inc., agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, for Design Engineering Services for the Sullivan Refuse and Clogged Stream project located in Raleigh County, WV per the specifications, terms and conditions, Addendum #1 issued 4/08/2022 and the vendor's negotiated cost proposal dated 7/18/2022 all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	124011.08
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: EOI Engineering Design Services

Extended Description:

EOI Engineering Design Services

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 1,095 _____ 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:** Contract Term specified in _____
Revised 02/08/2022

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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

☐ **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.

☐☐☐☐

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.

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.

Zachary Wirght, MBA - Senior Project Manager

(Name, Title)

Zachary Wright

(Printed Name and Title)

155 Blue Angel Lane, Beckley, WV 25813

(Address)

304-431-7800 / 304-425-0445

(Phone Number) / (Fax Number)

Zwright@thethrashergroup.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.

The Thrasher Group, Inc.

(Company)

(Authorized Signature) (Representative Name, Title)

Zachary Wright, MBA - Sr. Project Manager

(Printed Name and Title of Authorized Representative)

April 6, 2022

(Date)

304-431-7800 / 304-425-0445

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CEOI DEP 2200000008

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

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

Addendum Numbers Received:


(Check the box next to each addendum received)

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

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

The Thrasher Group, Inc.

Company


Authorized Signature

April 12, 2022

Date

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

EXPRESSION OF INTEREST

Sullivan Refuse and Clogged Stream CRQS: DEP22*40

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:

- Mine portal reclamation
- Drainage control items
- Erosion and sediment control
- Coal refuse reclamation
- Slope stabilization
- Stream restoration
- Geotechnical evaluation
- Hydrologic and hydraulic analyses

Preliminary design documents will be due 60 days from the issuance of the Purchase Order.

A site visit will be performed with the highest scoring Vendor during the negotiation phase of this solicitation.

- 2. Project and Goals:** The project goals and objectives are 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 for all aspects to reclaim mine portals, drainage control, slope stabilization, coal refuse reclamation, stream restoration, and erosion and sediment control.
 - 2.2. Obtain all required permits.
- 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.

EXPRESSION OF INTEREST

Sullivan Refuse and Clogged Stream CRQS: DEP22*40

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 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 15–30-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

Sullivan Refuse and Clogged Stream CRQS: DEP22*40

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. 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, 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.



ARCHITECTURE
ENGINEERING
FIELD SERVICES

COST PROPOSAL

**THE THRASHER GROUP, INC.
FOR
ENGINEERING SERVICES**

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

OFFICE OF ABANDONED MINE LANDS AND RECLAMATION

**SULLIVAN REFUSE & CLOGGED STREAM
RALEIGH COUNTY, WEST VIRGINIA**

WVDEP CEOI: 22*08

JULY 18, 2022

THRASHER PROJECT #T50-11128

**PRICE PROPOSAL
SULLIVAN REFUSE & CLOGGED STREAM
RALEIGH COUNTY, WEST VIRGINIA**

TABLE OF CONTENTS

SECTION 1	PROPOSAL BASIS / NEED FOR PROJECT
SECTION 2	PREFERRED SCOPE OF WORK
SECTION 3	SUMMARY OF ANTICIPATED SCOPE OF WORK
SECTION 4	SCHEDULE
SECTION 5	COST SUMMARY

**PRICE PROPOSAL
SULLIVAN REFUSE & CLOGGED STREAM
RALEIGH COUNTY, WEST VIRGINIA**

PROPOSAL BASIS

This proposal is based on the signed work directive dated June 6th, 2022, for the referenced projects.

NEED FOR PROJECTS

The Sullivan Refuse & Clogged Stream project is included in this work directive. The project is located in Raleigh County. Below is a description of the need for this project specifically.

SULLIVAN REFUSE & CLOGGED STREAM

This site is located at a previous strip mine around a ridge in Raleigh County. Along this old strip bench there is evidence of multiple mine portals. Some of these portals show evidence of drainage. Mine portals need to be sealed and drainage directed into channels to avoid erosion, rills, and gullies.

There are approximately 4 refuse piles on the downslope side of the bench across from the portals. These piles are steep sloped and located at the edge of Take-in Creek. The piles need to be reclaimed, covered, and revegetated. This should eliminate the possibility of refuse washing into the creek during heavy storms or flooding events.

There is approximately 1200 feet of Take-in Creek that needs to be reclaimed and restored. Previous flooding has carried red dog and refuse from the refuse piles downslope into the creek which is clogging and impeding flow. The easterly most refuse pile has clogged the creek which resulted in impounded water over approximately 2.5 acres. This impounded water needs to be removed in order to restore Take-in Creek through this area.

Take-in Creek is a tributary of Piney Creek which is a trout sensitive waterway and part of the Piney Creek Watershed.

PRICE PROPOSAL
SULLIVAN REFUSE & CLOGGED STREAM
RALEIGH COUNTY, WEST VIRGINIA

PREFERRED SCOPE OF WORK

SULLIVAN REFUSE & CLOGGED STREAM

Deploy a 2-man survey crew to the site to survey the impounded water. This survey will include depth of water measurements and depth of mud at the bottom of the impoundment. While onsite the crew will stake out the borings that NGE have proposed at the site to be included in the report and plans.

Mobilize NGE to perform a Geotechnical Subsurface investigation of the site to perform exploratory drilling throughout the site to try and identify any potential borrow areas for cover material to be used to cap the exposed refuse on the site. NGE will investigate multiple areas and if any areas are identified then additional borings will be conducted to determine the extents of suitable cover material. In areas where unsuitable borrow is identified then less borings will be performed in those areas.

NGE will install a minimum of four piezometers in order to monitor water levels in the portals that are currently discharging water. TTG has based this proposal on the assumption that monitoring, and water level measurements will be conducted during the design of the project.

The Thrasher Group (TTG) will collect water samples from the impoundment for analysis. This analysis will be used to determine if water treatment will be required as part of the design set. A minimum of one sample event have been included in this proposal.

TTG anticipates that the repair and restoration of Take-in Creek within the site will require coordination with the USACE and will be considered stream impacts. TTG has based this proposal on this assumption and unless directed otherwise by the DEP will proceed with this permitting path.

Combine impoundment mapping with the existing mapping for the site to create a current base map.

Prepare and submit permit packages for NPDES and USACE permits.

Prepare plans for reclaiming and restoring Take-in Creek.

Prepare plans for borrow material, cover, and grading of exposed refuse piles.

Prepare plans for draining and closing of the portals.

Prepare plans for dewatering the impoundment.

PRICE PROPOSAL
SULLIVAN REFUSE & CLOGGED STREAM
RALEIGH COUNTY, WEST VIRGINIA

Prepare plans for erosion and sedimentation control.

SUMMARY OF ANTICIPATED SCOPE OF WORK

I. Surveying and Mapping

The Thrasher Group, Inc. (TTG) survey crew will field locate borings and piezometer. A survey of the impoundment will be completed to include depth of water and mud. Based on information collected from the borings, the extents of the borrow area will be surveyed. All survey will be tied to existing control provided for the Sullivan Refuse & Clogged Stream site by Thrasher to provide to the DEP.

II. Design Engineering and Contract Documents

From the provided mapping and field visits Thrasher will design the project according to the Preferred Scope of Work. The following list of plans and specifications will be tailored to the site according to its specific needs.

A. The Contract drawings:

1. Cover Sheet including Location Plan
2. Existing Conditions
3. Tax Map and Mine Map Overlay
4. Site Reclamation Plan
5. Erosion & Sediment Control Plan
6. Grading Plan
7. Grading Profiles
8. Creek Reclamation and Restoration Plan
9. Creek Cross Sections
10. Site Cross Sections and Profiles
11. Drainage Details
12. Creek Restoration Details
13. Creek Bank Stabilization Details
14. Revegetation Details
15. Miscellaneous Details

PRICE PROPOSAL
SULLIVAN REFUSE & CLOGGED STREAM
RALEIGH COUNTY, WEST VIRGINIA

B. The Contract will include the following specifications:

1. Special Provisions
2. Mobilization and Demobilization
3. Construction Layout
4. Quality Control
5. Site Preparation
6. Sediment and Erosion Control
7. Revegetation
8. Drainage Structures
9. Unclassified Excavation
10. Creek Restoration
11. Creek Bank Stabilization
12. Impoundment Dewatering
13. Utilities
14. Boring Logs

*Additional sections as required.

The following items will also be provided:

1. Engineers estimate for quantities, construction cost and construction time.
2. Create a property map showing the affected properties as shown on tax maps.
3. The engineer will monitor and collect measurements at each piezometer. A minimum of three site visits have been included in this proposal.
4. The design engineer will prepare and submit the following permits:
 - a. WVDEP/NPDES Stormwater Construction Permit
 - b. ACOE NWP
 - c. WVDNR OLS Permit (if necessary)

All permit fees will be paid for by the WVDEP AML Division.

5. The USACE RGP requires pre- and post-construction monitoring and sampling. Per the RGP, the engineer has included one round of pre-construction sampling in this proposal.

PRICE PROPOSAL
SULLIVAN REFUSE & CLOGGED STREAM
RALEIGH COUNTY, WEST VIRGINIA

6. The design engineer will attend the pre-bid and pre-construction conferences including site visits.
7. The design engineer will make site visits during construction on an as-needed basis as determined by the WVDEP. A minimum of three site visits have been included in this proposal.

PROPOSED SCHEDULE

The conceptual plans will be completed and ready for review within 90 days from receiving a purchase order and the preliminary PS&E package will be completed and ready for review 120 days from receiving a purchase order.

NPDES and ACOE Permitting will be completed and submitted following the preliminary PS&E design review from the WV DEP. If WVDNR OLS, or WV DOH are needed then they will be completed and submitted at this time also.

ENGINEERING COST PROPOSAL

Page 1 of 5 pages

Project Name: Sullivan Refuse & Clogged Stream

CEOI #: DEP22*08

DATE. 7/26/2022

ITEM # A	DESCRIPTION B	CONTRACT UNITS C		UNIT BID PRICE D	UNITS THIS APPLICATION E		COST THIS APPLICATION F		UNITS COMPLETED TO DATE G		PROPOSED PROJECT COST H=(DXF)
TASK I: Preliminary Site Investigation											
A. Professional Services:											
I. Professional Staff:											
101	Senior Project Manager	8	Hrs.	\$200.00	0	Hrs.		0	Hrs.	\$1,600.00	
102	Project Manager	25	Hrs.	\$165.00	0	Hrs.		0	Hrs.	\$4,125.00	
104	Staff Engineer	25	Hrs.	\$105.00	0	Hrs.		0	Hrs.	\$2,625.00	
		0	Hrs.	\$0.00	0	Hrs.		0	Hrs.	\$0.00	
B. Engineering Expenses:											
I. General Expenses											
201	Automobile Expense	40	Miles	\$0.70	0	Miles	\$ -	0	Miles	\$ 28.00	
TASK I: Preliminary Site Investigation Subtotal										\$8,378.00	
TASK II: Field Surveying											
A. Professional Services:											
I. Professional Staff:											
106	Survey Manager	4	Hrs.	\$130.00	0	Hrs.	\$ -	0	Hrs.	\$ 520.00	
107	1 Person Crew	20	Hrs.	\$95.00	0	Hrs.	\$ -	0	Hrs.	\$ 1,900.00	
104	Staff Engineer	10	Hrs.	\$105.00	0	Hrs.	\$ -	0	Hrs.	\$ 1,050.00	
105	CAD Tech II	4	Hrs.	\$100.00	0	Hrs.	\$ -	0	Hrs.	\$ 400.00	
B. Engineering Expenses:											
I. General Expenses											
201	Automobile Expense	327.25	Miles	\$0.70	0	Miles	\$ -	0	Miles	\$ 229.08	
202	Stakes	18	Ea.	\$1.00	0	Ea.	\$ -	0	Ea.	\$ 18.00	
203	Flagging	7	Ea.	\$1.00	0	Ea.	\$ -	0	Ea.	\$ 7.00	
TASK II: Field Surveying Subtotal										\$4,124.08	

ENGINEERING COST PROPOSAL

Page 2 of 5 pages

Project Name: Sullivan Refuse & Clogged Stream

CEO1 #: DEP22*08

DATE. 7/6/2022

ITEM # A	DESCRIPTION B	CONTRACT UNITS C		UNIT BID PRICE D	UNITS THIS APPLICATION E		COST THIS APPLICATION F	UNITS COMPLETED TO DATE G		PROPOSED PROJECT COST H=(CxD)
TASK III: Drilling Services										
A. Professional Services:										
I. Professional Staff:										
103	Project Manager	4	Hrs.	\$165.00	0	Hrs.		0	Hrs.	\$660.00
309	Supervision and Boring Log Preparation	20	Hrs.	\$150.00	0	Hrs.		0	Hrs.	\$3,000.00
B. Engineering Expenses:										
I. General Expenses										
201	Automobile Transportation	20	Miles	\$0.70	0	Miles		0	Miles	\$14.00
C. Field Services:										
I. General Drilling/Subsurface Exploration Services										
301	Mobilization and Demobilization	1	L.S.	\$2,500.00	0	L.S.		0	L.S.	\$2,500.00
302	Soil Drilling	270	Ft.	\$35.00	0	Ft.		0	Ft.	\$9,450.00
303	Rock Coring	300	Ft.	\$60.00	0	Ft.		0	Ft.	\$18,000.00
304	Water Hauling/Pumping	35	Hrs.	\$85.00	0	Hrs.		0	Hrs.	\$2,975.00
305	Temporary Piezometer Installation	132	Ft.	\$25.00	0	Ft.		0	Ft.	\$3,300.00
306	Dozer/Excavator Mobilization	1	L.S.	\$1,500.00	0	Days		0	Days	\$1,500.00
307	Dozer/Excavator Site Work	4	Days	\$2,175.00	0	Hrs.		0	Hrs.	\$8,700.00
308	Reclaiming w/ Seed and Straw	1	L.S.	\$1,500.00	0	L.S.		0	L.S.	\$1,500.00
TASK III: Drilling Services Subtotal										\$51,599.00

Project Name: Sullivan Refuse & Clogged Stream

Page 3 of 5 pages

CEOI #: DEP22*08

DATE, 7/6/2022

ITEM # A	DESCRIPTION B	CONTRACT UNITS C		UNIT BID PRICE D	UNITS THIS APPLICATION E		COST THIS APPLICATION F	UNITS COMPLETED TO DATE G		PROPOSED PROJECT COST H=(CxD)
TASK IV: Development of Bid Ready Plans										
A. Professional Services:										
I. Professional Staff:										
101	Senior Project Manager	4	Hrs.	\$200.00	0	Hrs.		0	Hrs.	\$800.00
102	Project Manager	90	Hrs.	\$165.00	0	Hrs.		0	Hrs.	\$14,850.00
108	Project Engineer	20	Hrs.	\$140.00	0	Hrs.		0	Hrs.	\$2,800.00
104	Staff Engineer	90	Hrs.	\$105.00	0	Hrs.		0	Hrs.	\$9,450.00
105	CADD Technician II	40	Hrs.	\$100.00	0	Hrs.		0	Hrs.	\$4,000.00
B. Expenses:										
I. General Expenses										
201	Automobile Expense	20	Miles	\$0.70	0	Miles		0	Miles	\$14.00
202	Large Format Zerox	30	Ea.	\$0.50	0	Ea.		0	Ea.	\$15.00
TASK IV: Development of Bid Ready Plans Subtotal										\$31,929.00
TASK V: Project Permitting										
A. Professional Services:										
I. Professional Staff:										
101	Senior Project Manager	2	Hrs.	\$200.00	0	Hrs.		0	Hrs.	\$400.00
102	Project Manager	4	Hrs.	\$165.00	0	Hrs.		0	Hrs.	\$660.00
109	Senior Environmental Project Manager	26	Hrs.	\$175.00	0	Hrs.		0	Hrs.	\$4,550.00
110	Environmental Scientist I	50	Hrs.	\$100.00	0	Hrs.		0	Hrs.	\$5,000.00
108	Project Engineer	10	Hrs.	\$140.00	0	Hrs.		0	Hrs.	\$1,400.00
104	Staff Engineer	9	Hrs.	\$105.00	0	Hrs.		0	Hrs.	\$945.00
105	CADD Technician II	18	Hrs.	\$100.00	0	Hrs.		0	Hrs.	\$1,800.00
B. Expenses:										
I. General Expenses										
			Ls	\$0.00	0	Ls		0	Ls	\$0.00
TASK V: Project Permitting Subtotal										\$14,755.00

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Office of Abandoned Mine Lands & Reclamation
ENGINEERING COST PROPOSAL

Page 4 of 5 pages

Project Name: Sullivan Refuse & Clogged Stream

CEOI #: DEP22*08

DATE. 7/6/2022

ITEM # A	DESCRIPTION B	CONTRACT UNITS C		UNIT BID PRICE D		UNITS THIS APPLICATION E		COST THIS APPLICATION F		UNITS COMPLETED TO DATE G		PROPOSED PROJECT COST H=(Cx D)
TASK VI: Development of Specifications and Reviews												
A. Professional Services:												
I. Professional Staff												
101	Senior Project Manager	2	Hrs.	\$200.00	0	Hrs.		0	Hrs.		\$400.00	
102	Project Manager	30	Hrs.	\$165.00	0	Hrs.		0	Hrs.		\$4,950.00	
108	Project Engineer	4	Hrs.	\$140.00	0	Hrs.		0	Hrs.		\$560.00	
TASK VI: Development of Specifications and Reviews Subtotal											\$5,910.00	
TASK VII: Construction Cost Estimate												
A. Professional Services:												
I. Professional Staff:												
101	Senior Project Manager	0.5	Hrs.	\$200.00	0	Hrs.		0	Hrs.		\$100.00	
102	Project Manager	5	Hrs.	\$165.00	0	Hrs.		0	Hrs.		\$825.00	
108	Project Engineer	2	Hrs.	\$140.00	0	Hrs.		0	Hrs.		\$280.00	
TASK VII: Cost Estimate Subtotal											\$1,205.00	
TASK VIII: Construction Time Estimate												
A. Professional Services:												
I. Professional Staff												
101	Senior Project Manager	0.5	Hrs.	\$200.00	0	Hrs.		0	Hrs.		\$100.00	
102	Project Manager	2	Hrs.	\$165.00	0	Hrs.		0	Hrs.		\$330.00	
108	Project Engineer	2	Hrs.	\$140.00	0	Hrs.		0	Hrs.		\$280.00	
TASK VIII: Construction Time Estimate Subtotal											\$710.00	

ENGINEERING COST PROPOSAL

Page 5 of 5 pages

Project Name: Sullivan Refuse & Clogged Stream

CEOI #: DEP22*08

DATE. 7/6/2022

ITEM # A	DESCRIPTION B	CONTRACT UNITS C		UNIT BID PRICE D	UNITS THIS APPLICATION E		COST THIS APPLICATION F	UNITS COMPLETED TO DATE G		PROPOSED PROJECT COST H=(CxD)
TASK IX: PreBid and PreConstruction Conferences										
A. Professional Services:										
I. Professional Staff:										
102	Project Manager	5	Hrs.	\$165.00	0	Hrs.		0	Hrs.	\$825.00
108	Project Engineer	5	Hrs.	\$140.00	0	Hrs.		0	Hrs.	\$700.00
B. Expenses										
I. General Expenses										
201	Automobile Expense	10	Miles	\$0.70	0	Miles		0	Miles	\$7.00
TASK IX: PreBid and PreConstruction Conferences Subtotal										\$1,532.00
TASK X: Construction Monitoring										
A. Professional Services:										
I. Professional Staff:										
102	Project Manager	5	Hrs.	\$165.00	0	Hrs.		0	Hrs.	\$825.00
108	Project Engineer	5	Hrs.	\$140.00	0	Hrs.		0	Hrs.	\$700.00
B. Expenses										
I. General Expenses										
201	Automobile Expense	10	Miles	\$0.70	0	Miles		0	Miles	\$7.00
TASK X: Construction Monitoring Subtotal										\$1,532.00
TASK XI: Water Sampling										
A. Professional Services:										
I. Professional Staff:										
102	Project Manager	2	Hrs.	\$165.00	0	Hrs.		0	Hrs.	\$330.00
109	Senior Environmental Project Manager	4	Hrs.	\$175.00	0	Hrs.		0	Hrs.	\$700.00
110	Environmental Scientist I	8	Hrs.	\$100.00	0	Hrs.		0	Hrs.	\$800.00
B. Expenses										
I. General Expenses										
201	Automobile Expense	10	Miles	\$0.70	0	Miles		0	Miles	\$7.00
204	Water Level Meter	1	Ls	\$500.00	0	Ls		0	Miles	\$500.00
TASK XI: Water Sampling Subtotal										\$2,337.00
SULLIVAN REFUSE & CLOGGED STREAM TOTAL										
										\$124,011.08