



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: 12-27-2022

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 9163 DEP2300000015 1	Procurement Folder:	1138607
Document Name:	Ragland (Mounts) Landslide Emergency Engineering	Reason for Modification:	
Document Description:	Ragland (Mounts) Landslide Emergency Engineering		
Procurement Type:	Central Emergency Purchase		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2022-09-13
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-10-28

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000173443 POTESTA & ASSOCIATES INC 7012 MACCORKLE AVE SE  CHARLESTON WV 25304 US Vendor Contact Phone: 999-999-9999 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  <b>23</b> 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: \$49,972.80

Purchasing Division's File Copy

**ENTERED**

PURCHASING DIVISION AUTHORIZATION DATE: 12-27-2022 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 1/6/2023 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 1-6-2023 ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

Emergency Purchase Order  
Engineering Services for the Ragland (Mounts) Landslide Emergency Engineering Project.

This Purchase Order constitutes acceptance of Contract made by and between the State of West Virginia by the Purchasing Director for the Agency, the West Virginia Department of Environmental Protection, and the Vendor, Potesta & Associates, Inc., for the Ragland (Mounts) Landslide Emergency Engineering Project.

Service beginning 09/13/2022 and extending until 10/28/2022 all in accordance with the attached vendor's proposed Scope of Work dated: 09/12/2022.

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

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	49972.80
Service From		Service To	Manufacturer	Model No	
2022-09-13		2022-10-28			

**Commodity Line Description:** Professional Engineering Services - Emergency

**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.

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

☐ **Term Contract**

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

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

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

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

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

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

☐ the contract will continue for \_\_\_\_\_ years;

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

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

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

☐ **Other:** Contract Term specified in \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

☐☐☐☐

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

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

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

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

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

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

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

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

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

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

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

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

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

(Printed Name and Title) Dana L. Burns, Vice President

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

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

(Email address) dlburns@potesta.com

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

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

Potesta & Associates, Inc.

(Company)

  
(Signature of Authorized Representative)

Dana L. Burns, Vice President

December 15, 2022

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

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

(Phone Number) (Fax Number)

dlburns@potesta.com

(Email Address)



## Engineers and Environmental Consultants

7012 MacCorkle Avenue, SE, Charleston, WV 25304 • (304) 342-1400 • [www.potesta.com](http://www.potesta.com)

### VIA EMAIL ONLY

September 12, 2022

Mr. Chris Matkins  
Regional Engineer  
West Virginia Department of Environmental Protection  
Division of Land Restoration  
Office of Abandoned Mine Lands and Reclamation  
1159 Nick Rahall Greenway  
Fayetteville, West Virginia 25840

RE: Proposal for Engineering Services  
Ragland (Mounts) Landslide AML Emergency (2022-SOU-059-089)  
Mingo County, West Virginia  
Potesta Project No. 0101-22-0249

Dear Mr. Matkins:

Potesta & Associates, Inc. (POTESTA) is pleased to provide this proposal to the West Virginia Department of Environmental Protection (WVDEP), Office of Abandoned Mine Lands (AML) for engineering and design services for the above-referenced landslide emergency project. Our proposal is based on observations and discussions during our visit to the site on September 1, 2022. This site meeting was attended by Messrs. Chris Hayner, Michael Hurd, and Tony Shaffer of the WVDEP; Mr. Mike Richardson from the US Office of Surface Mining (OSM); the homeowner, Ms. Viola Mounts, who was onsite with her cousin; Mr. Dana Burns and me with POTESTA; and you.

### INTRODUCTION

WVDEP-AML received a complaint from Ms. Viola Mounts whose residence is situated at 2098 Rockhouse Fork Road, Ragland, West Virginia. The complaint indicated that during a recent storm event, a blowout along the hillside immediately behind Ms. Mounts home occurred. The blowout resulted in a landslide that contacted the rear portion of the residential structure causing damage. An initial site visit to the property was conducted by Mr. Chris Hayner, WVDEP-AML, on August 2, 2022. Visual observations of the property during this site visit determined an area of the wooded sloping hillside immediately behind the Mounts' residence has sloughed and failed. The failed material was noted to be saturated with flowing water discharging from the slide scarp. The displaced landslide debris had contacted the rear portion of the pre-manufactured, doublewide structure. As a result, the structure was partially knocked from its foundation.

**POTESTA & ASSOCIATES, INC.**

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

Ms. Mounts and her mother were not home during the event and have not returned to the structure. The structure as it currently exists will have to be moved temporarily from its current position on the property to gain access to the landslide area to allow for restoration and repairs. Following the work, the structure will require foundation repairs as several of the visible dry stacked block piers providing support to the pre-manufactured structure were observed to have been displaced and were leaning.

### **PROPOSED RECLAMATION APPROACH**

According to the WVDEP-AML complaint investigation report, a review of known mining in the area was conducted. Based on this information, the blowout and landslide was attributed to adjacent, abandoned deep mine workings which are situated to the southeast of the Mounts' property. The mine was operated in the Lower Cedar Grove coal seam (a.k.a. No. 2 Gas – Lower Split No. 1) as the National Coal Mining No. 25 Mine. This mine was reported to have ceased extraction operations in December 1977.

Based on site observations, discussions with WVDEP officials during the initial site visit, and a subsequent review of the mine mapping, POTESTA proposes the following reclamation approach.

- Preform topographic survey of the Mounts' property.
- Locate existing site utilities following notification of WV811. This work will include the approximate location of the Mounts' residence septic tank and associated leach field, as well as the residential water service.
- Review available mine mapping for the National Coal No. 25 deep mine reported to be in the Lower Cedar Grove seam (a.k.a. No. 2 Gas – Lower Split No. 1), as well as other regional coal seams (i.e., No. 2 Gas, Peerless, and Williamson) to determine the strike and dip of the coal horizon.
- Conduct a subsurface exploration study to include the advancement of a single subsurface boring from the surface above the top of the landslide to a depth corresponding to 20 to 30 feet below the site grade elevation of the Mounts' residence. This drilling effort is planned to confirm the elevation of the coal seam and the depth of impounded water within the abandoned mine workings. Additionally, should a void be encountered during the drilling, the boring will be fitted with casing to allow for the collection of static water level measurements of the mine pool prior to and during the landslide repair work.
- Prepare a stabilization plan for the failed landslide slope to include seepage collection and conveyance.
- Prepare environmental permits for the proposed work.

- Provide drawings and specifications for the project for bidding.
- Provide engineering support through the bidding and construction phases of the project.

## **SCOPE OF SERVICES**

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

### **Task 1 – Preliminary Engineering, Planning, and Field Reconnaissance**

This task includes a review of the available mine mapping, as well as regional coal geology for the area to determine the potential location for the exploratory subsurface borings. Following a review and study of the mine mapping, POTESTA will travel to the site for project planning and field reconnaissance to establish the boring locations and to ascertain optional drill access. POTESTA will also flag and/or paint the reported locations of the existing septic tank, sanitary leach field, and water service connection to the existing residential structure.

### **Task 2 – Topographic Survey and Site Mapping Development**

A topographic survey of the Mounts' property will be completed including the collection of field survey data. POTESTA will send a two-man survey crew from our Charleston, West Virginia office to establish project site control points, locate existing site utilities (buried and aboveground), landslide seeps, recovered property corners (if present), and the location of the proposed subsurface borings. This information will be used to prepare topographic mapping of the project area which will be supplemented by LIDAR mapping as needed for areas outside the immediate project limits.

### **Task 3 – Subsurface Exploration**

To better understand the elevation and potential for mine pool discharges from the abandoned mine workings, POTESTA is proposing to advance a single subsurface boring through the immediate overburden above the coal seam. The boring will be advanced from a location situated along the natural hillside above the head or top of the landslide. The boring will be extended to a depth corresponding to an elevation which is 20 to 30 feet below the ground elevation of the toe of the landslide immediately behind the Mounts' residence. The exact field location of the boring will be determined following POTESTA's initial field reconnaissance site visit. The subsurface boring will be advanced using a track-mounted rotary drill rig to an approximate depth of 75 feet below the ground surface.

A field technician from POTESTA will be on-site during the drilling to monitor the drilling crew so that the individual boring is advanced at the intended site location and to the proper termination

depth. The field representative will visually observe each of the soil and rock samples collected during the drilling, and will conduct field tests such as pocket penetrometer, standard penetration, soil moisture, and USCS visual field classification during the field exploration work. The boring will be logged on-site using POTESta's standard field boring log forms. Information indicated on the log forms will include a description of the soil and rock types encountered, groundwater levels, and results of field measurements.

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

The results obtained from the subsurface exploration and site survey will then be utilized by POTESta to prepare design plans, specifications, and bidding documents for the project. The landslide stabilization and repair design will address the need for deep mine wet seal(s), repair and stabilize the failed landslide, and the conveyance of collected seepage and water from the affected area.

#### **Task 4 – Permitting**

Based on the preliminary project approach and scope of services, POTESta has assumed for the purposes of preparing this proposal and the associated cost estimate that the following permits will be required prior to start of the construction work.

West Virginia Division of Highways (WVDOT) – District MM-109 Highway Occupancy Permit: Since the discharge from any newly installed ditch or other conveyance structure to be installed during this work must discharge to an existing CMP culvert crossing CR 65/5, grading will be required to extend onto the WVDOT's right-of-way. This work must be authorized through the WVDOT – District 2 office by preparing and submitting a highway occupancy permit (MM-109 application). This permit, when approved, will grant right-of-entry to the CR 65/5 right-of-way. This submittal will also include the development of a maintenance of traffic plan which must be followed during any work within the confines of the WVDOT right-of-way associated with this project.

**Task 5 – Analysis and Design**

This task includes development of a conceptual reclamation design, preparation of 50 percent complete project plans, an office review meeting to review the conceptual design plans, revisions as required following the office review meeting, and an on-site conceptual design review meeting. Upon completion of the on-site conceptual design review meeting, POTESTA will prepare final construction drawings, specifications, bid form, and engineer's construction cost estimate.

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

This task involves the final design and preparation of construction drawings, technical specifications, engineer's construction cost estimate, and contractor's bid form based on the approach discussed during the initial site visit. A design calculation brief and an engineer's estimate of probable construction costs will also be prepared and submitted. The following drawings are anticipated:

1	Cover and Index Sheet
1	Existing Conditions Plan with Tax Parcels Shown
1	Proposed Reclamation Plan with Tax Parcels Shown
1	Erosion and Sediment Control with Tax Parcels Shown
2	Cross Section Sheets
1	Drainage Profiles (Wet Seal Conveyance Pipe and Associated Open Channel)
2	Miscellaneous Details
9	Total Estimated Drawings

**Task 7 – Pre-Bid Meeting**

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

**Task 8 – Construction Support**

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

**ESTIMATED COST AND SCHEDULE**

Our detailed manhour and cost estimate for Tasks 1 through 8 is shown on the enclosed table. POTESTA's estimated cost for the project is **\$49,972.80**.

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

Mr. Chris Matkins  
September 12, 2022  
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We look forward to continuing to be of service to WVDEP-AML on this project. I will call in a few days to discuss the proposed approach and answer any questions you may have regarding the approach and proposed scope of services.

Sincerely,

POTESTA & ASSOCIATES, INC.



Chris Grose  
Senior Engineering Associate I

CAG/mh

Enclosures

## COST SUMMARY

### ***Ragland (Mounts) Landslide AML Emergency (2022-SOU-059-089)*** ***Mingo County, West Virginia***

<b>Task/Item</b>	<b>Units</b>	<b>Unit Rate</b>	<b>Total Cost</b>
<b><i>Task 1 - Preliminary Engineering, Planning and Field Reconnaissance</i></b>			
Principal	4 Hours	\$ 280.00	\$ 1,120.00
Senior Engineer	16 Hours	\$ 175.00	\$ 2,800.00
Engineer	2 Hours	\$ 90.00	\$ 180.00
CADD Designer	8 Hours	\$ 115.00	\$ 920.00
Scientist	10 Hours	\$ 70.00	\$ 700.00
Clerical	2 Hours	\$ 105.00	\$ 210.00
Mileage	160 Miles	\$ 0.62	\$ 99.20
<b><i>Subtotal Task 1:</i></b>			<b><i>\$ 6,029.20</i></b>
<b><i>Task 2 - Topographic Survey and Site Mapping Development</i></b>			
Senior Engineer	2 Hour	\$ 175.00	\$ 350.00
Professional Surveyor	6 Hours	\$ 135.00	\$ 810.00
Two-Man Survey Crew	24 Hours	\$ 120.00	\$ 2,880.00
CADD Designer	4 Hours	\$ 115.00	\$ 460.00
Mileage	320 Miles	\$ 0.62	\$ 198.40
<b><i>Subtotal Task 2:</i></b>			<b><i>\$ 4,698.40</i></b>
<b><i>Task 3 - Subsurface Exploration</i></b>			
Principal	2 Hours	\$ 280.00	\$ 560.00
Senior Engineer	4 Hour	\$ 175.00	\$ 700.00
Technician	12 Hours	\$ 70.00	\$ 840.00
Clerical	2 Hours	\$ 105.00	\$ 210.00
Per Diem	2 Days	\$ 35.00	\$ 70.00
Mileage	320 Miles	\$ 0.62	\$ 198.40
Drill Mob/Demob	1 Each	\$ 2,500.00	\$ 2,500.00
Soil Augering	15 Feet	\$ 36.00	\$ 540.00
Rock Core Setup	1 Borings	\$ 200.00	\$ 200.00
Rock Coring	60 Feet	\$ 38.00	\$ 2,280.00
Casing	75 Feet	\$ 28.00	\$ 2,100.00
<b><i>Subtotal Task 3:</i></b>			<b><i>\$ 10,198.40</i></b>
<b><i>Task 4 - Permitting</i></b>			
Senior Engineer	1 Hours	\$ 175.00	\$ 175.00
Engineer	6 Hours	\$ 90.00	\$ 540.00
Scientist	4 Hours	\$ 70.00	\$ 280.00
Clerical Support	2 Hours	\$ 105.00	\$ 210.00
<b><i>Subtotal Task 4:</i></b>			<b><i>\$ 1,205.00</i></b>



Task/Item	Units	Unit Rate	Total Cost
<b>Task 5 - Analysis and Design</b>			
Principal	1 Hours	\$ 280.00	\$ 280.00
Chief Engineer	4 Hours	\$ 235.00	\$ 940.00
Senior Engineer	16 Hours	\$ 175.00	\$ 2,800.00
Engineer	18 Hours	\$ 90.00	\$ 1,620.00
Scientist	4 Hours	\$ 70.00	\$ 280.00
CADD Designer	24 Hours	\$ 115.00	\$ 2,760.00
Clerical Support	2 Hours	\$ 105.00	\$ 210.00
<b>Subtotal Task 5:</b>			<b>\$ 8,890.00</b>
<b>Task 6 - Construction Drawings, Specifications and Engineer's Cost Estimate</b>			
Principal	4 Hours	\$ 280.00	\$ 1,120.00
Chief Engineer	6 Hours	\$ 235.00	\$ 1,410.00
Senior Engineer	24 Hours	\$ 175.00	\$ 4,200.00
Engineer	16 Hours	\$ 90.00	\$ 1,440.00
CADD Designer	48 Hours	\$ 115.00	\$ 5,520.00
Clerical Support	8 Hours	\$ 105.00	\$ 840.00
<b>Subtotal Task 6:</b>			<b>\$ 14,530.00</b>
<b>Task 7 - Pre-Bid Meeting</b>			
Senior Engineer	8 Hours	\$ 175.00	\$ 1,400.00
Clerical Support	2 Hours	\$ 105.00	\$ 210.00
Mileage	160 Miles	\$ 0.62	\$ 99.20
<b>Subtotal Task 7:</b>			<b>\$ 1,709.20</b>
<b>Task 8 - Construction Support</b>			
Senior Engineer	6 Hours	\$ 175.00	\$ 1,050.00
Technician	18 Hours	\$ 70.00	\$ 1,260.00
Clerical Support	1 Hours	\$ 105.00	\$ 105.00
Mileage	480 Miles	\$ 0.62	\$ 297.60
<b>Subtotal Task 8:</b>			<b>\$ 2,712.60</b>
<b>TOTAL ESTIMATED COST:</b>			<b>\$ 49,972.80</b>