



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

State of West Virginia Purchase Order

Order Date: 04-12-2023

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 DEP2300000019 1	Procurement Folder:	1188544
Document Name:	Branchland (Ellis) Portals & Landslide Emergency Engineering	Reason for Modification:	
Document Description:	Branchland (Ellis) Portals & 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:	2023-02-28
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-03-30

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000204787	Requestor Name:	Jessica S Chambers
THE THRASHER GROUP INC		Requestor Phone:	304-926-0499
600 WHITE OAKS BLVD		Requestor Email:	jessica.s.chambers@wv.gov
BRIDGEPORT	WV 26330	<div>23 FILE LOCATION</div>	
US			
Vendor Contact Phone:	304-343-7601 Extension:		
Discount Details:			
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	STATE OF WEST VIRGINIA
OFFICE OF AML&R	JOBSITE - SEE SPECIFICATIONS
601 57TH ST SE	
CHARLESTON WV 25304	No City WV 99999
US	US

Total Order Amount: \$101,650.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: <i>Munk</i> 4/19/2023	DATE: <i>John D. Gray</i>	DATE: <i>Devery Tolson</i> 4-21-23
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

4/20/2023

Extended Description:

Emergency Purchase Order
Engineering Services for the Branchland (Ellis) Portals & Landslide Emergency Engineering

This Purchase Order constitutes acceptance of Contract made by and between the State of West Virginia by the Purchasing Director for the Agency, the West Virginia Department of Environmental Protection, and the Vendor, The Thrasher Group Inc, for the Branchland (Ellis) Portals & Landslide Emergency Engineering Project.

All in accordance with the attached vendor's proposed Scope of Work dated: 02/23/2023 and the agency's Notice to Proceed dated: 02/28/2023.

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	101650.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Professional Engineering Services - Emergency

Extended Description:

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by ~~WV~~OASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

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 30 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.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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.c, 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.

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) BRIAN KNIGHT PROJECT MANAGER

(Address) 155 BLUE ANGEL LANE BEAVER WV 25813

(Phone Number) / (Fax Number) 304-431-7800

(Email address) BKNIGHT@THETHRASHERGROUP.COM

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

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

THE THRASHER GROUP, INC.

(Company)


(Signature of Authorized Representative)

BRIAN KNIGHT PROJECT MANAGER 3-28-23

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

304-431-7800

(Phone Number) (Fax Number)

BKNIGHT@THETHRASHERGROUP.COM

(Email Address)



west virginia department of environmental protection

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

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

February 21, 2023

Mr. Brian Knight
The Thrasher Group, Inc.
155 Blue Angel Lane
Beaver, WV 25813

RE: Branchland (Ellis) Portals & Drainage - AML Emergency Project

Mr. Knight,

The following information identifies the site requiring the services of your firm to provide the subsurface investigation necessary to address the problems at the referenced site.

A. GENERAL DESCRIPTION:

1. Name of Problem Area: Branchland (Ellis) Portals & Drainage
2. Location of Problem Area: The site is located on the Branchland USGS Quadrangle at latitude 38° 13' 7.40" and longitude -82° 12' 14.20". The residential address at the site is 25 Ellis Farm Road, Branchland, WV 25506. The site is located within a residential area.

B. NEED FOR PROJECT:

The proposed action is to reclaim an abandoned mine land (AML) related hazard located along Fourmile Creek, in the Community of Branchland, Lincoln County, West Virginia. The AML hazards consist of a landslide adjacent to an occupied structure, two wet seals and two bat gates/dry seals pending Phase 1 Bat Habitat Assessments.

C. PREFERRED SCOPE OF WORK:

Provide professional services necessary to delineate extents of the landslide, determine location of collapsed portals, including any impounded mine water, develop slide

Promoting a healthy environment.

stabilization plan, reclamation plan for four (4) existing portals, mine dewatering plan if necessary, and obtain NPDES and other permits as necessary.

D. SERVICES REQUIRED:

Provide the expected Cost Estimate for professional services necessary to complete the preferred scope of work outlined in Section C.

The cost estimate should be returned to this office for evaluation as soon as practical. The time frame for preparation of the final plans and specifications required for the burning refuse abatement will be fourteen (14) days from the date of receipt of your Notice to Proceed.

Should you have any questions concerning this directive or the site in question, please contact this office.

Thank You,

Chris Matkins

Digitally signed by: Chris Matkins
DN, CN = Chris Matkins email =
christopher.t.matkins@wv.gov C = AD O =
WVDEP OU = AML
Date: 2023.02.21 16:22:49 -05'00'

Chris Matkins
Regional Engineer
Office of Abandoned Mine Lands and Reclamation

file



COMPLEX PROJECTS
REQUIRE RESOLVE
THRASHER'S GOT IT

February 23, 2023

Mr. Chris Matkins, PE
Division of Land Restoration
Office of Abandoned Mine Lands & Reclamation
WV Department of Environmental Protection
1159 Nick Rahall Greenway
Fayetteville, WV 25840

**RE: *Estimate for Engineering Services for the Branchland (Ellis) Portals & Drainage
AML Emergency Project Work Directive***

Mr. Matkins,

The Thrasher Group, Inc. (TTG) is pleased to present a cost estimate, based on time and material, to provide engineering services for the above referenced project. The following details our proposal for the Scope of Work, Project Schedule, and Fees & Payment based on the Work Directive dated February 21, 2023.

A. SCOPE OF WORK

1. Phase 1 – Field Investigation

TTG will have personnel on site to perform a visual field investigation. Due to site conditions, multiple site visits will be required to determine the number of contributing factors associated with the landslide. These investigations will provide essential information for project design.

Cost Estimate = \$4,600.00

2. Phase 2-Field Surveying and Mapping

Thrasher will conduct the following survey services:

- Mine map research to identify portals and associated mine working.
- Topographic survey of the project site with drone.
- Field survey of the existing pertinent features within the project limits including, but not limited to, perimeter of slide area, existing utilities, existing ditch centerline, portal locations, existing structures, culvert inverts and alignment, borehole locations, and piezometer location.

Cost Estimate = \$7,470.00

3. Phase 3 – Subsurface Investigation

TTG will conduct subsurface investigation via borehole drilling at the landslide location. Approximately two (2) boreholes will be drilled in the area immediately above the landslide. An additional two (2) to four (4) boreholes will be drilled along the upper bench above the landslide. All boreholes will be drilled to rock refusal. The anticipated total bore depth is itemized in Attachment No. 1 – Itemized Cost Estimate.

Piezometers will be drilled and installed above portals that are discharging water. It is anticipated that two (2) piezometers will be installed with the possibility of a third being required. The drill crew will make a maximum of three (3) attempts to encounter the mine void at each location. Based on the number of piezometers, the anticipated total drill depth is itemized in Attachment No. 1 – Itemized Cost Estimate.

Cost Estimate = \$54,220.00

4. Phase 4 – Plan Development and Review

TTG will provide reclamation plans and specifications required for the reclamation of the landslide area and portal closures, including proper regrading and revegetation of disturbed area(s), to the WV DEP for review. TTG will address comments made by the DEP based upon this review to create a final set of plans and specifications for approval.

Cost Estimate = \$22,130.00

5. Phase 5 – NPDES Permit Application

TTG will prepare and submit the required NPDES permit application for this project on behalf of the WVDEP. TTG will address comments made by the DEP based upon review of the application. Application fee for the NPDES permit is included in this cost estimate.

Cost Estimate = \$8,590.00

6. Phase 6 – Pre-Construction Meeting

TTG will attend a pre-bid meeting and provide up to 6 copies of the plans and specifications for that meeting.

Cost Estimate = \$3,200.00

7. Phase 7 – Technical Support During Construction

TTG will provide technical support during construction.

Cost Estimate = \$1,440.00

8. This proposal does **NOT** include:
- a. Changes of substance to project scope of work made after acceptance of this proposal.
 - b. Any permit fees, application fees, or processing fees to any reviewing agency other than those specifically included above.
 - c. Any plats or descriptions.
 - d. Engineering during construction or construction administration.
 - e. Full time inspection or materials testing.
 - f. Environmental assessments and/or communication with federal and/or state agencies unless identified in A1-A6
 - g. Any other services not specifically identified in A1-A6.

B. SCHEDULE, FEES & PAYMENT

- 1. Final plans and specifications required for the abatement will be submitted within thirty (30) days from the date of receipt of the Notice to Proceed.
- 2. Compensation for the work will be determined on a time and materials basis, using the hourly rate schedule attached as Exhibit B. The estimate for the Scope of Work identified in Section A is broken out as follows:

Phase 1 - Preliminary Site Visit(s)	\$4,600.00
Phase 2 - Topographic/Physical Surveys	\$7,470.00
Phase 3 - Subsurface Investigations	\$54,220.00
Phase 4 - Design Plans and Specifications	\$22,130.00
Phase 5 - NPDES Permit	\$8,590.00
Phase 6 - Onsite Prebid Meeting	\$3,200.00
Phase 7 – Technical Support During Construction	\$1,440.00

Total Project Cost Estimate	\$101,650.00
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- 3. Milage is not included in this estimate and shall be included as incurred based on a rate of \$0.70 per mile.
- 4. The labor hours allocated for each item in the Scope of Work identified in Section A has been outlined on Exhibit A – Design Cost Estimate.
- 5. The lump sum fee for all services will be billed upon completion of the project.
- 6. TTG has the capabilities to provide additional services such as materials testing and construction inspection. A separate estimate for additional work outside of the scope of this project as outlined in Section A can be prepared and submitted upon request.

EXHIBIT A

DESIGN COST ESTIMATE

Summary of Estimated Costs
February 23, 2022

Phase	Item	Unit Cost (\$)	Unit	Quantity	Contracted Cost
1	Preliminary Site Visit(s)				
	Project Manager II	\$ 180.00	Hour	20.00	\$ 3,600.00
	Project Coordinator	\$ 100.00	Hour	10.00	\$ 1,000.00
	Total Phase I				\$ 4,600.00
2	Survey and Mapping				
	Project Manager II	\$ 180.00	Hour	6.50	\$ 1,170.00
	1-person Crew	\$ 95.00	Hour	12.00	\$ 1,140.00
	CAD Technician II	\$ 100.00	Hour	5.00	\$ 500.00
	Project Engineer	\$ 140.00	Hour	19.00	\$ 2,660.00
	Topo Survey with Drone	\$ 2,000.00	LS	1.00	\$ 2,000.00
	Total Phase I				\$ 7,470.00
3	Subsurface Investigation				
	Project Manager II	\$ 180.00	Hour	4.00	\$ 720.00
	Project Coordinator	\$ 100.00	Hour	2.00	\$ 200.00
	CADD Technician II	\$ 100.00	Hour	2.00	\$ 200.00
	NGE - Borehole and Piezometer	\$ 53,100.00	LS	1.00	\$ 53,100.00
	Total Phase I				\$ 54,220.00
4	Plans and Specifications				
	Sr. Project Manager	\$ 210.00	Hour	1.00	\$ 210.00
	Project Manager II	\$ 180.00	Hour	50.00	\$ 9,000.00
	Project Engineer	\$ 140.00	Hour	78.00	\$ 10,920.00
	CADD Technician II	\$ 100.00	Hour	20.00	\$ 2,000.00
	Total Phase I				\$ 22,130.00
5	NPDES Permit				
	Sr. Project Manager	\$ 210.00	Hour	1.00	\$ 210.00
	Project Manager II	\$ 180.00	Hour	31.00	\$ 5,580.00
	Project Engineer	\$ 140.00	Hour	15.00	\$ 2,100.00
	NDPES Permit Application Fee	\$ 700.00	LS	1.00	\$ 700.00
	Total Phase I				\$ 8,590.00
6	Pre-bid Meeting				
	Project manager II	\$ 180.00	Hour	10.00	\$ 1,800.00
	Project Engineer	\$ 140.00	Hour	10.00	\$ 1,400.00
	Total Phase I				\$ 3,200.00
7	Technical Support During Construction				
	Project manager II	\$ 180.00	Hour	8.00	\$ 1,440.00
	Total Phase I				\$ 1,440.00
	Total Project:				\$ 101,650.00

ATTACHMENT NO. 1 - ITEMIZED COST ESTIMATE
(Six Slide Area Borings and Two Portal Locations)
BRANCHLAND SLIDE TEST DRILLING
LINCOLN COUNTY, WEST VIRGINIA
NGE PROPOSAL NO. PW23528

Subsurface Investigation (Estimated quantities based on worst case of 3 borings per each portal):

Drill Rig & Support Truck Mobilization/Demobilization (Lump Sum)	\$ 5,000.00
Soil Test Drilling (270 feet @ \$35.00/foot).....	9,450.00
Rock Coring (290 feet @ \$60.00/foot).....	17,400.00
Water Hauling/Pumping (30 hours @ \$85.00/hour)	2,550.00
Temporary Piezometer Installation (180 feet @ \$25.00/foot)	4,500.00
Supervision and Boring Log Preparation (20 hours @ \$150.00/hour).....	3,000.00
Dozer/Excavator Mobilization (Lump Sum)	1,000.00
Dozer/Excavator Site Work (4 days @ \$2,175.00/day)	8,700.00
Reclaiming w/ Seed and Straw Mulch (Lump Sum)	<u>1,500.00</u>

Estimated Project Total..... \$ 53,100.00

EXHIBIT B

HOURLY RATES



2023 Rate Schedule

DESCRIPTION	RATE	UNIT
<u>Engineering Services</u>		
Principal Engineer	\$275.00	HOUR
Sr. Project Manager	\$210.00	HOUR
Project Manager II	\$180.00	HOUR
Project Manager I	\$170.00	HOUR
Project Coordinator	\$100.00	HOUR
Sr. Project Engineer	\$165.00	HOUR
Project Engineer	\$140.00	HOUR
Staff Engineer	\$105.00	HOUR
Sr. Engineering Technician	\$110.00	HOUR
Engineering Technician	\$95.00	HOUR
Sr. Bridge Engineer	\$180.00	HOUR
Bridge Engineer	\$150.00	HOUR
MEP Designer	\$145.00	HOUR
MEP CADD Designer	\$65.00	HOUR
CADD Manager	\$135.00	HOUR
Sr. CADD Technician	\$115.00	HOUR
CADD Technician II	\$100.00	HOUR
CADD Technician I	\$90.00	HOUR
<u>Architectural Services</u>		
Sr Landscape Architect	\$145.00	HOUR
Landscape Architect	\$125.00	HOUR
Landscape Designer	\$105.00	HOUR
Principal Architect	\$250.00	HOUR
Senior Architect	\$235.00	HOUR
Architect	\$210.00	HOUR
Project Architect	\$145.00	HOUR
Senior Project Designer	\$160.00	HOUR
Project Designer	\$105.00	HOUR
Design Professional II	\$100.00	HOUR
Design Professional I	\$85.00	HOUR
Construction Admin Specialist	\$155.00	HOUR
Architecture Technician	\$75.00	HOUR
<u>Environmental Services</u>		
Sr. Environmental Project Manager	\$175.00	HOUR
Licensed Remediation Specialist	\$175.00	HOUR
Environmental Project Manager III	\$160.00	HOUR
Environmental Project Manager II	\$145.00	HOUR
Environmental Project Manager I	\$130.00	HOUR
Professional Geologist	\$175.00	HOUR
Staff Geologist	\$100.00	HOUR
Environmental Scientist II	\$115.00	HOUR
Environmental Scientist I	\$100.00	HOUR
Environmental Technician II	\$85.00	HOUR
Environmental Technician I	\$75.00	HOUR

DESCRIPTION	RATE	UNIT
<u>Survey Services</u>		
Principal Survey Manager	\$250.00	HOUR
Senior Survey Manager	\$155.00	HOUR
Survey Project Manager	\$135.00	HOUR
Survey Field/Crew Supervisor	\$90.00	HOUR
1-Person Crew	\$95.00	HOUR
2-Person Crew	\$140.00	HOUR
3-Person Crew	\$165.00	HOUR
811 Utility Manager	\$125.00	HOUR
Utility Locator	\$90.00	HOUR
Certified Photogrammetrist	\$200.00	HOUR
Stereo Compiler II	\$100.00	HOUR
Stereo Compiler	\$90.00	HOUR
Orthophoto Tech II	\$95.00	HOUR
Orthophoto Tech	\$85.00	HOUR
Mapping Project Manager	\$135.00	HOUR
Mapper/Data Processor	\$80.00	HOUR
UAS Flight Crew	\$140.00	HOUR
GISP	\$100.00	HOUR
GIS Technician II	\$100.00	HOUR
GIS Technician I	\$90.00	HOUR
Lidar Tech II	\$100.00	HOUR
Lidar Tech I	\$90.00	HOUR
Scanning Crew	\$120.00	HOUR
Pre-Con Road Video	\$130.00	HOUR

<u>Construction Services</u>		
CS Market Leader	\$175.00	HOUR
Senior Construction Manager	\$145.00	HOUR
Construction Manager	\$115.00	HOUR
Senior Project Representative	\$100.00	HOUR
Project Representative II	\$90.00	HOUR
Project Representative I	\$80.00	HOUR
Laboratory Manager II	\$110.00	HOUR
Laboratory Manager I	\$100.00	HOUR
Laboratory Supervisor	\$90.00	HOUR
Laboratory Technician	\$80.00	HOUR
Material Testing Tech	\$80.00	HOUR
I&I Manager	\$115.00	HOUR
2 Person I & I Crew (Includes equipment)	\$200.00	HOUR
Safety Administrator	\$120.00	HOUR
E&S Inspection <i>does not include lodging</i>	\$85.00	HOUR
E&S Inspection <i>does not include lodging; based on (6) 10 hour days</i>	\$950.00	DAY
Chief Inspector <i>does not include lodging; based on (6) 10 hour days</i>	\$1250.00	DAY

DESCRIPTION	RATE	UNIT
Laboratory Testing		
Standard Proctor (ASTM D698)	\$175.00	EACH
Modified Proctor (ASTM D1557)	\$225.00	EACH
Atterberg Limits (ASTM D4318)	\$100.00	EACH
Hydrometer Analysis (ASTM D422)	\$300.00	EACH
Compression Testing (Concrete / Grout / Mortar Cubes / Co)	\$20.00	EACH
Compression Testing (Masonry Blocks)	\$300.00	SET OF 3
Asphalt/Concrete Cores (Density, % Air Voids)	\$90.00	EACH
Floor Flatness Equipment	\$100.00	DAY
Asphalt/Concrete Core Drill	\$300.00	DAY
Reproduction of Drawings		
Printed Copies (11" x 17")	\$0.50	SHEET
Printed Copies (22" x 34")	\$1.10	SHEET
<i>* Reproduction in excess of the normal project requirement of three (3) sets of final construction drawings</i>		
Administrative	\$60.00	HOUR
Accounting	\$85.00	HOUR
Intern	\$65.00	HOUR
Equipment		
Robot-GPS	\$125.00	DAY
ATV/UTV (FourWheeler)	\$50.00	DAY
Drone	\$80.00	DAY

Miscellaneous Notes

- 1) Overtime rate of 1.5x applies after 40 hours and weekends, Overtime rate of 2.0x on Holidays.
- 2) Fees will be billed per schedule above for time the work is performed. Out of pocket expenses will be reimbursed at cost, necessary mileage will be reimbursed at the federal rate in effect at the time the work is performed plus 20% and per diem will be reimbursed at the federal rate in effect at the time work is performed.
- 3) Expert Witness Testimony required by Client will be billed at an hourly rate plus 20% for the Classification required.
- 4) Miscellaneous services and expenses required by the Engineer to complete specialty services required by the client and to expedite project delivery. Engineering Consultants, Geotechnical, Land & Right of Way Acquisition, Specialized Inspection Services, Environmental, Historical & Cultural Surveys, Timber Appraisals, etc. will be billed on a cost plus 15% basis. Hourly Rates are subject to overtime at a rate of 1.5x after 40 hour and weekends, and 2.0x on holidays.
- 5) Projects bid as lump sum, or not to exceed, are based on a scope of work provided by respective project managers for the Client and agreed upon by both Parties. Rates may differ from the rate schedule provided, due to specific details outlined in the project scope. All out of scope work will be invoiced based on the rate schedule provided.
- 6) Rates are subject to periodic revision.



west virginia department of environmental protection

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

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

February 28, 2023

Mr. Brian Knight, Project Manager
The Thrasher Group, Inc.
155 Blue Angel Lane
Beaver, WV 25813

RE: Branchland (Ellis) Portals & Landslide - AML Emergency Project
Professional Services Notice To Proceed

Mr. Knight,

Please be advised that your cost estimate for the above referenced project, dated February 23, 2023, in the amount of \$101,650, has been approved. The Thrasher Group, Inc. may begin providing professional services immediately.

Please note that payment will be made on actual quantities performed, not quantities listed in the proposal.

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

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

Thank You,

Chris Matkins
Regional Engineer

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