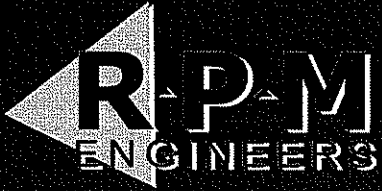


WVDEP OFFICE OF ABANDONED MINE LANDS  
DEP 14993— SQUIRES CREEK REFUSE & PORTALS DESIGN  
PRESTON COUNTY, WV



RECEIVED  
2010 MAY -4 PM12:25  
WV DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DESIGN



RPM Engineers, Inc.  
400 Tracy Way, Suite 200  
Charleston, WV 25311

Phone: 304-345-6712  
Email: [jbumgarner@rpmengineers.com](mailto:jbumgarner@rpmengineers.com)

RPM PROPOSAL #480102 20100504

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## Letter of Interest

Mr. Nick Estes  
West Virginia Department of Environmental Protection,  
Office of Abandoned Mine Lands and Reclamation  
601 57th Street SE, Charleston, West Virginia 25304

Re: Expression of Interest for DEP 14993– Squires Creek Refuse & Portals Design, Preston Co.

Dear Mr. Estes:

RPM Engineers, Inc. (RPM) is pleased to submit this Statement of Qualifications to provide professional civil engineering services for the Squires Creek Refuse & Portals Design project in Preston County.

A West Virginia corporation established in 2004, RPM operates six offices in four states on the east coast. With 18 employees in our Charleston Office (7 professional civil engineers, 3 surveyors, 3 CADD Technicians, 2 environmental professionals, and 3 support staff members), RPM offers one of the strongest, local civil engineering design teams in all of West Virginia.

RPM's engineers have prepared civil engineering design, surveying, environmental documents, construction plans, construction specifications, contract documents, and cost estimates for hundreds of projects across the great state of West Virginia.

RPM recently completed the design of the Stephenson (Mills) Subsidence project for the WVDEP Office of Abandoned Mine Lands and Reclamation (AML). RPM completed this specialty project ahead of schedule and under budget. We worked directly with Mark Proctor, P.E. of the Oak Hill, WV office on this project. RPM also recently completed several Waterline Feasibility Studies for AML&R. These projects were also completed within the schedule and under budget. We worked directly with Eric Coberly, P.E., in Charleston, WV on these projects.

RPM's office is only 177 miles from the project site. Additionally, RPM has developed a project specific QA/QC program to assure quality products are produced for this project. RPM will work closely with AML to ensure that all deliverables are prepared to the highest standards...anything less will be unacceptable to our mission. Thank you for allowing our firm the opportunity to submit this Expression of Interest!

Sincerely,



**RPM Engineers, Inc.**  
**James A. Bumgarner, Jr., P.E.**  
**Project Manager**

400 Tracy Way, Suite 200, Charleston, WV 25311  
Phone (304) 345-6712 / Fax (304) 345-6714  
Email: jbumgarner@rpmengineers.com

## 1. Corporate Overview

### *Company Background*

RPM operates as a West Virginia corporation. RPM was established in 2004 and maintains and operates six offices in four states with the Corporate Headquarters being in Charleston, WV. Additional offices are operated in Columbus, OH, Richmond, VA, Lexington, SC, Rock Hill, SC and Myrtle Beach, SC. Additional information can be obtained by visiting our website at [www.rpmengineers.com](http://www.rpmengineers.com).

RPM consists of Engineers, Land Surveyors, Environmental Specialists, and Inspectors that provide many years of experience in project management, survey, design, environmental and inspection. RPM currently has over seventy employees of which over twenty are registered Professional Engineers and Land Surveyors. RPM can handle multiple projects of any size with aggressive schedules. Our value to the client is our ability to provide expertise in a multitude of engineering disciplines.

#### **WV Office:**

**Jamie Bumgarner, MBA, PE**

**Office Manager**

**RPM Engineers, Inc.**

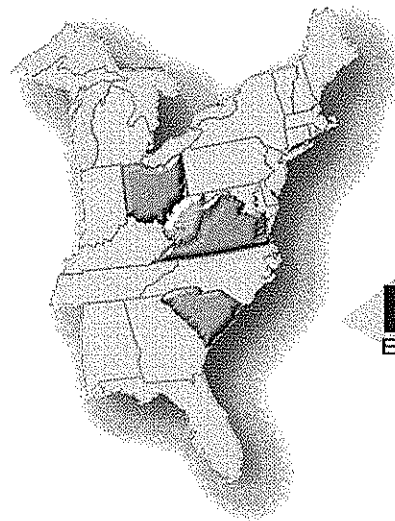
400 Tracy Way, Suite 200, Charleston, WV 25311

Phone (304) 345-6712

Fax (304) 345-6714

Mobile (304) 546-8173

Email: [jbumgarner@rpmengineers.com](mailto:jbumgarner@rpmengineers.com)



**R·P·M**  
ENGINEERS

### *Resources and Capabilities*



RPM specializes in civil engineering design, bridge design/ analysis/ rehabilitation, construction engineering, surveying, and inventory inspections. RPM's capabilities encompass all phases of transportation design from preliminary planning studies to complete construction plans and construction inspection. RPM's construction division provides complete field engineering services, including contract administration, construction inspection, construction management, and construction engineering.

RPM also has the experience, organizational resources, management capabilities, and in-house CADD support, to provide a complete range of professional services for civil and roadway design projects. RPM's transportation expertise encompasses conventional highway engineering, roadway geometric design, bridge design, and pedestrian/bicycle facilities. These services encompass corridor studies, feasibility studies, environmental planning, preliminary engineering evaluations, preparation of project study reports, project reports and final detailed design, construction management and media support services. The staff has proven excellence and success in FHWA, DOT's, and local agency approved highway projects. RPM is accustomed to working with aggressive, accelerated design schedules and budget constraints.

RPM's ability to offer a "Turn Key" approach to our clients allows for a seamless transition between engineering tasks and develops a common project mission which promotes responsiveness and accountability.

### *What People are Saying About Us*

RPM's mission to achieve "Total Client Satisfaction" has been demonstrated by the feedback that we receive from our clients. Here are some of our most recent client testimonials.

- We performed several projects for the West Virginia Department of Transportation, Division of Highways District 5 in 2007 and 2008. These projects were located in Grant, Hampshire, and Berkeley counties. These projects were completed on a very fast track schedule. This was our first job working directly for WVDOH, District 5. After completion, **RPM** received some of the highest compliments that we have ever received.

The District Bridge Engineer told us that in his 35 year career, that working with **RPM** was one of the biggest successes that he has experienced. He also wrote that "**RPM** did these jobs for us, and did very commendable work. Working with the folks at their firm has been a rewarding experience for us here in District 5"- Gary Klavuhn, District Bridge Engineer, WVDOH District 5, March, 2008.

- We performed a design project for the Ohio Department of Transportation, District 7 in 2007. This was our first job for ODOT. After completion, **RPM** received the highest consultant rating for design services in modern ODOT history.

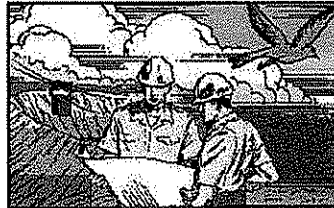
ODOT's Project Manager wrote in the consultant evaluation that "This was a pilot LRFD project for ODOT... **RPM** was always ahead of the game, and provided guidance on decisions...we were pleased with the work of the subconsultants, and never had to provide any direction to them... **RPM** turned in exceptional plans more than 30 days ahead of schedule... every submission was early, complete and of good quality." - Amy L. Schmidt, Project Manager, ODOT District 7 Contract Section, September 2007.

- We performed a construction inspection in early 2008 for one of our clients in South Carolina. The client told us that it was the "was the smoothest overhead inspection I have ever had". In

addition, he stated that "I must also include you and your team at **RPM** for all of your hard work in making for the successful Overhead Inspection Tuesday at NPES! Thanks for all you guys do. It is very much appreciated!" - Steven Howe, Project Manager, M. B. Kahn Construction Co., Inc., March 2008

These examples are only a few of many positive remarks that we have received from our clients. This feedback reinforces our commitment to customer service. We pledge that if we are fortunate to be awarded this project, we will deliver 'Total Client Satisfaction'.

## 2. Organizational Chart



**Contract Administrator**  
Richard E. Plymale, Jr., PE

**QA/QC**  
Mikel A. Boone, PE

**Project Manager**  
James A. Bumgarner, Jr., MBA, PE

**Environmental/Construction  
Inspection**  
Teresa Schuller, LRS  
Jeff Burkett

**Project Engineers**  
Emily Bumgarner, PE  
Melanie Neal, PE  
Matthew Plumley, PE  
Rebekah Cline, EI

**Survey/CADD Technicians**  
Curtis Paxton  
Darren Carte  
David Foster  
Andrew Buchan  
Wayne McMills

RPM Proposal Number: 480102-20100504

West Virginia Department of Environmental Protection  
DEP 14993 – Squires Creek Refuse & Portals Design – Preston County, WV

### 3. Request for Quotation





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

# Request for Quotation

RFQ NUMBER  
**DEP14993**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**CHUCK BOWMAN  
 304-558-2157**

RFQ COPY



400 Tracy Way, Suite 200  
 Charleston WV 25311

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 03/17/2010   |               |          |     |               |

BID OPENING DATE: **05/04/2010** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| 0001   | I        | JB  |        | 906-29      |            |        |
| <p><b>SQUIRES CREEK REFUSE &amp; PORTALS DESIGN</b></p> <p><b>EXPRESSION OF INTEREST</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING EXPRESSIONS OF INTEREST FOR PROFESSIONAL ENGINEERING DESIGN SERVICES AND CONSTRUCTION MONITORING SERVICES AT THE SQUIRES CREEK REFUSE &amp; PORTALS PROJECT IN PRESTON CO., WEST VIRGINIA, PER THE FOLLOWING BID REQUIREMENTS AND ATTACHED SPECIFICATIONS.</p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</b></p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                  |                           |                                   |
|----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Chuck Bowman</i> | TELEPHONE<br>304.345-6712 | DATE<br>5/4/10                    |
| TITLE<br>PROJECT MANAGER         | FEIN<br>26-1416421        | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

---

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Revised July 28, 2009

**EXPRESSION OF INTEREST**  
**SQUIRE'S CREEK PORTALS & REFUSE**  
 Requisition DEP14993

**Part 1 GENERAL INFORMATION**

**1.1 Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting Expression(s) of Interest (EOI) for the West Virginia Department of Environmental Protection (WVDEP), Office of Abandoned Mine Lands & Reclamation (AML), from qualified firms to provide architectural/engineering services as defined in section two (2) and three (3) and construction monitoring services during the construction phase of the project as defined by the **Scope of Work**. Construction Inspection by the firm will be at the option of WVDEP/AML.

**1.2 Project:**

The mission or purpose of the project described in sections 2 & 3 is to provide design services for the following:

**SQUIRE'S CREEK PORTALS & REFUSE:**

Upgrade access road to site.

Remove/dispose of building remains.

Regrade and recover refuse piles.

Excavate and wet seal all collapsed mine portals. Install bat gate in open portals.

Reclaim highwall.

Construct drainage control channels.

Condition and revegetate all disturbed areas.

**1.3 Format:**

All responses should be submitted in a loose-leaf, three ring binder. The response should be presented in concise format which defines the corporation history and the experience, qualifications, and performance data of the firm's staff as requested by the AML Consultant Qualification Questionnaire (CQQ), Attachment "B" and the AML and Related Project Experience Matrix (RPEM). Attachment "C".

**Electronic copies of the above referenced documents Attachment "B" and Attachment "C" are available online for registered vendors at: <http://www.state.wv.us/admin/purchase/newbul.htm>.**

**1.4 Inquiries:**

Additional information inquiries regarding this EOI must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission, which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Chuck Bowman, Buyer Supervisor  
Purchasing Division  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115  
Email: charles.a.bowmanjr@wv.gov

**The firm, or anyone on the firm's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee.** Violation may result in rejection of the EOI. The State Buyer named above is the sole contact for any and all inquiries after this EOI has been released.

**1.5 Vendor Registration:**

Firms participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Firm is not required to be a registered vendor in order to submit an EOI, but the **successful firm must** register and pay the fee prior to the issuance of an actual contract.

**1.6 Oral Statements and Commitments:**

Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm's representatives and

any State personnel are **not** binding. Only the information issued in writing and added to the Expression of Interest specifications file by an official written addendum is binding.

**1.7 Economy of Preparation:**

EOL's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content. Example projects referred to in a firm's EOI's submittal should address projects that are similar in scope to that of the EOI. **Firms must complete the CQQ and RPEM as included in Section 4.2 of this EOI. (Proposals must be no more than 100 pages).**

**1.8 Labeling of the Sections:** The response sections should be labeled for ease of evaluation.

**1.9 Submission:**

1.9.1 State law requires that the original expression shall be submitted to the Purchasing Division. All copies to the Purchasing Division must be submitted **prior** to the date and time stipulated as the opening date. All expressions will be date and time stamped on the Purchasing Division official time clock to verify time and date of receipt.

1.9.2 Firms mailing expressions should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Division **CANNOT** waive or excuse late receipt of an expression which is delayed and late for any reason according West Virginia State Code §5A-3-11. Any EOI received after the bid opening time and date will be immediately disqualified in accordance with State law and the Legislative Rule 148-CSR-1.

**Submit:**

One original plus one convenience copy and one copy on CD to:

Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: CB-23  
Req #: DEP14993  
Opening Date: 05/04/2010  
Opening Time: 1:30 pm

**1.10 Rejection of Expressions:**

The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. However, the State reserves the right to accept or reject any or all expressions and to reserve the right to withdraw this Expression of Interest at any time and for any reason. Submission of, or receipt by the State of Expressions confers no rights upon the firm nor obligates the State in any manner.

**1.11 Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any firm responding to this EOI for expenses to prepare, deliver, or to attend the short-list interviews.

**1.12 Addenda:**

If it becomes necessary to revise any part of this EOI, an official written addendum will be issued by the State to all potential firms of record.

**1.13 Independent Price Determination:**

A contract will not be considered for award if the negotiated price was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor.

**1.14 Price Quotations:** No "price" or "fee" quotation is requested or permitted in the response.

**1.15 Public Record:**

*1.15.1 Submissions are Public Record.*

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All EOI's submitted by firms shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the expressions have been opened.

*1.15.2 Written Release of Information.*

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request, whichever is greater.

### 1.15.3 *Risk of Disclosure.*

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a firm are the only exemption to public disclosure. The submission of any information to the State by a firm puts the risk of disclosure on the firm. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

### 1.16 **Schedule of Events:**

Release of EOI.....03/18/2010  
EOI Opening Date.....05/04/2010

### 1.17 **Mandatory Pre-bid Conference:** NA

### 1.18 **Bond Requirements:** N/A

### 1.19 **Purchasing Affidavit:**

West Virginia State Code §5A-3-10a (3) (d) requires that all firms submit an Affidavit regarding any debt owed to the State and licensing and confidentiality certifications. The Affidavit **must** be signed and submitted prior to award. It is preferred that the Affidavit be submitted with the EOI.

## **PART 2**

## **OPERATING ENVIRONMENT**

### 2.1 **Location:**

#### **Directions to Squire's Creek Portals & Refuse:**

From Philippi, drive south on US 250 to WV 38. Turn left and drive to WV 92. Turn left and drive north to intersection with CR 92/4 Dogtown Rd (Browns Mill). Turn right/ east on Dogtown Rd. and drive 3.45 miles to CR 56/4 (unmarked). Turn right onto CR 56/4. Drive south/southeast 0.85 miles to intersection of CR 56/6 (unmarked) and CR 56/3 (unmarked). Turn left or east onto CR 56/3 and drive 0.1 miles to intersection with CR 56/7. Turn right/ west on a private road, pass a sawmill on the right and continue heading southwest/west along a ridge for 1.55 miles to a grassy fork in the road on the left. The project area is downhill to the south and east about 200'.

### 2.2 **Background:**

Firms are to be licensed Architectural/Engineering Firms (A/E) and should be familiar with, and have a successful track record of design of similar projects.

The anticipated contract will be for "full-service" A/E design. Aspects of the design are to include, but not be limited to, Civil, Structural, Geological and Hydrological.

*The successful A/E will be responsible for **Design** of the following:*

The site consists of five collapsed deep mine portals along a 10 to 15 feet high mine face, one open deep mine portal with a 4 feet high x 20 feet wide opening. Two unvegetated refuse piles with steep outslopes and signs of severe erosion covering 3 to 4 acres. The remains of a 6' X 6' block building beside the haul road.

Location Map is attached (Attachment A1).

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

### **PART 3                    PROCUREMENT SPECIFICATIONS**

#### **3.1    General Requirements:**

Firm must submit a completed CQQ (Attachment "B") and RPEM (Attachment "C") as per Section 4.2

#### **3.2    Project Description:**

##### **Scope of Work (Squire's Creek Portals & Refuse):**

Upgrade access road to site.

Remove/dispose of building remains.

Regrade and recover refuse piles.

Excavate and wet seal all collapsed mine portals. Install bat gate in open portals.

Reclaim highwall.

Construct drainage control channels.

Condition and revegetate all disturbed areas.



### 3.3 **Special Terms and Conditions:**

3.3.1 *Bid and Performance Bonds:* N/A

3.3.2 *Insurance Requirements:* \$1,000,000 Professional Liability per Occurrence  
 \$2,000,000 Aggregate  
 \$1,000,000 Automobile Liability  
 \$1,000,000 Professional Liability  
 Workers Compensation Certificate Upon Award  
 West Virginia Statutory requirements including  
 West Virginia Code §23-4-2 (Mandolidis)  
 DEP14993 must be listed on Insurance Certificates

### 3.4 **General Terms and Conditions:**

By signing and submitting the EOI, the successful firm agrees to be bound by all the terms contained in Section Three (3) of this EOI.

#### 3.4.1 *Conflict of Interest:*

Firm affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The firm further covenants that in the performance of the contract, the firm shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

#### 3.4.2 *Prohibition Against Gratuities:*

Firm warrants that it has not employed any company or person other than a bona fide employee working solely for the firm or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

#### 3.4.3 *Certifications Related to Lobbying:*

Firm certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the firm shall complete and submit a disclosure form to report the lobbying.

Firm agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

#### *3.4.4 Vendor Relationship:*

The relationship of the firm to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The firm as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Firm shall be responsible for selecting, supervising and compensating all individuals employed pursuant to the terms of this EOI and resulting contract. Neither the firm nor any employees or contractors of the firm shall be deemed to be employees of the State for any purposes whatsoever.

The Firm 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, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The Firm shall hold harmless the State, and shall provide the State and Agency with a defense against all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The firm shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

*3.4.5 Indemnification:*

The firm 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 firm, 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; (3) Any failure of the firm, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

*3.4.6 Contract Provisions:*

After the most qualified firm is identified, and fee negotiations are concluded, a formal contract document will be executed between the State and the firm. The order of precedence is the contract, the EOI and the firm's response to the EOI.

*3.4.7 Governing Law:*

This contract shall be governed by the laws of the State of West Virginia. The firm further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

*3.4.8 Compliance with Laws and Regulations:*

The firm shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The firm shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

*3.4.9 Subcontracts/Joint Ventures:*

The State will consider the firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors.

#### 3.4.10 *Term of Contract:*

This contract will be effective (date set upon award) and shall extend until the scope of work is complete or for one (1) consecutive twelve (12) month period. The contract may be renewed upon mutual consent for two (2) consecutive years one (1) year periods or until such reasonable time as may be necessary to obtain a new contract or to complete work.

#### 3.4.11 *Non-Appropriation of Funds:*

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the firm written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

#### 3.4.12 *Contract Termination:*

The State may terminate any contract resulting from this EOI immediately at any time the firm fails to carry out its responsibilities or to make substantial progress under the terms of this EOI and resulting contract. The State shall provide the firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails to remedy the conditions contained in the notice, within the time contained in the notice, the State shall issue the firm an order to cease and desist all work immediately.

The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

#### 3.4.13 *Changes:*

If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by the State, the Agency and the firm. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office prior to the effective date of such amendment. **NO CHANGE SHALL BE IMPLEMENTED BY THE FIRM UNTIL THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

#### 3.4.14 *Invoices, Progress Payments, & Retainage:*

The Firm shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency based on percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, firm is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the firm's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

*The firm will invoice for completed work on an approved WVDEP form.*

#### 3.4.15 *Liquidated Damages:*

According to West Virginia State Code §5A-3-4(8), firm agrees that liquidated damages shall be imposed at the rate of N/A per workday, for failure to provide deliverables at the agreed upon date identified in the final contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the firm.

#### 3.4.16 *Record Retention (Access & Confidentiality):*

Firm shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the firm. The firm shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at firm's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Firm shall have access to private and confidential data maintained by Agency to the extent required for firm to carry out the duties and responsibilities defined in this contract. Firm agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the firm, subcontractors, or individuals permitted access by the firm.

## PART 4 EVALUATION & AWARD

### 4.1 Evaluation and Award Process:

- a) Expressions of Interest will be evaluated and awarded in accordance with **§5G-1-3 “Contracts for architectural and engineering services; selection process where total project costs are estimated to cost two hundred fifty thousand dollars or more.”**

“In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project. All such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three [§59-3-1et seq.] A committee comprised of three to five representatives of the agency initiating the request shall evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service. Interviews with each firm selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment. The committee shall then rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.”

- b) The evaluation criteria and assigned point values are as follows:

- A. WV Registered Professional Engineers (Civil or Mining)  
In the Primary Office: 20 points
- B. Reclamation Engineering design experience of the Primary  
Office's WVRPE as it relates to the specific project problem  
Areas: 25 points
- C. Available WV-AML Design Teams within the Primary office  
(A Design team should consist of one Project Engineer (Civil  
or Mining), one CAD person and availability of other support  
personnel as required by the particular project): 20 points
- D. The Oral Interview (See Section 4.3 of this EOI): 35 points

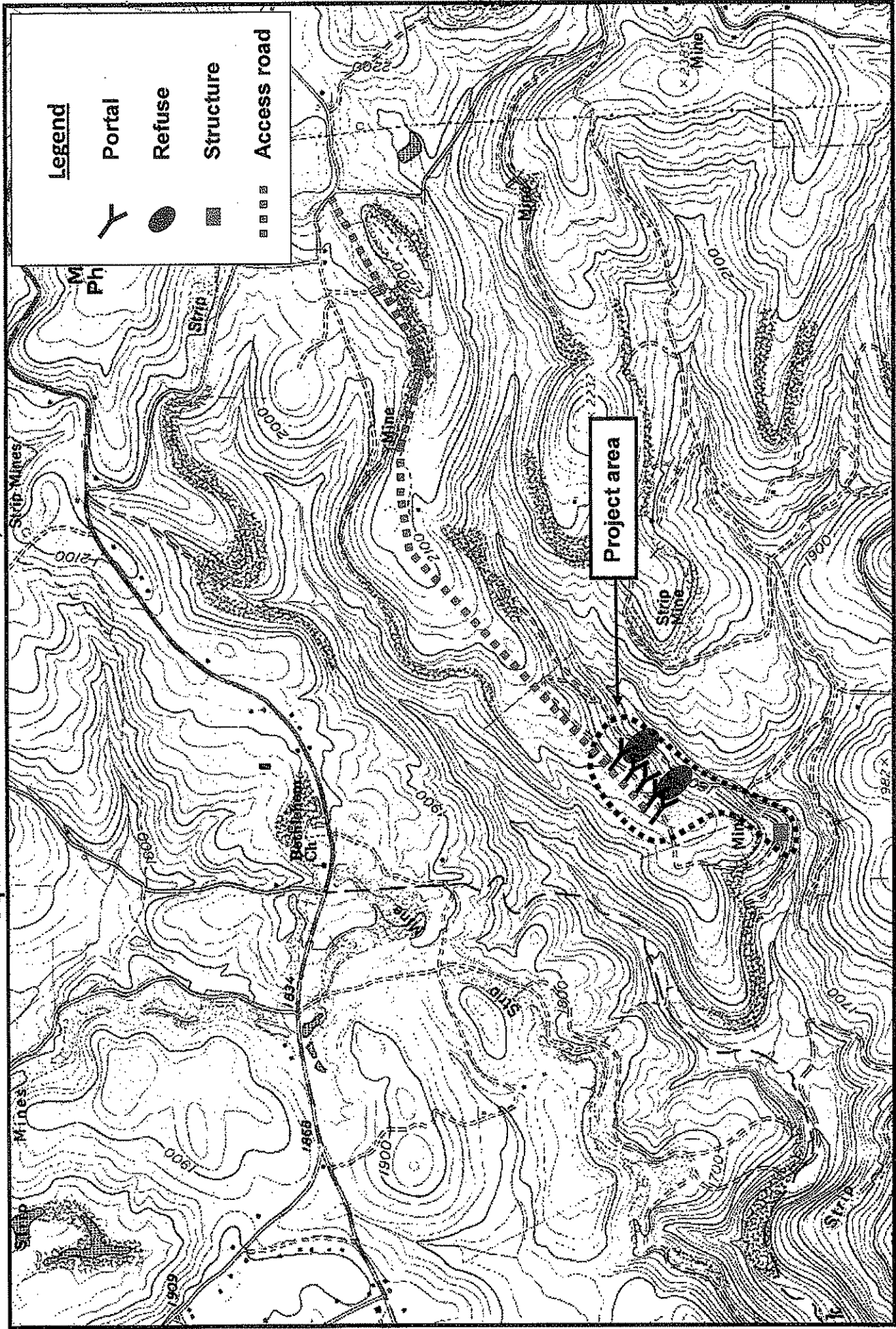
- 4.2 (a) AML Consultant Qualification Questionnaire (CQQ) must be completed to be  
eligible (See Attachment "B").
- (b) AML and Related Project Experience Matrix (RPEM) must also be completed  
to be eligible (See Attachment "C").

- 4.3 Interviews as stated in 4.1 "Evaluation and Award Process" will be conducted  
with the three firms selected as the most qualified by the WVDEP Selection  
Committee. The Committee will schedule the interviews.

The format for the interviews will be a 15-30 minute PowerPoint presentation  
consisting, at a minimum, of the following:

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

**Project Location - Topographic Map  
Squires Creek Refuse & Portals; WV-5758**



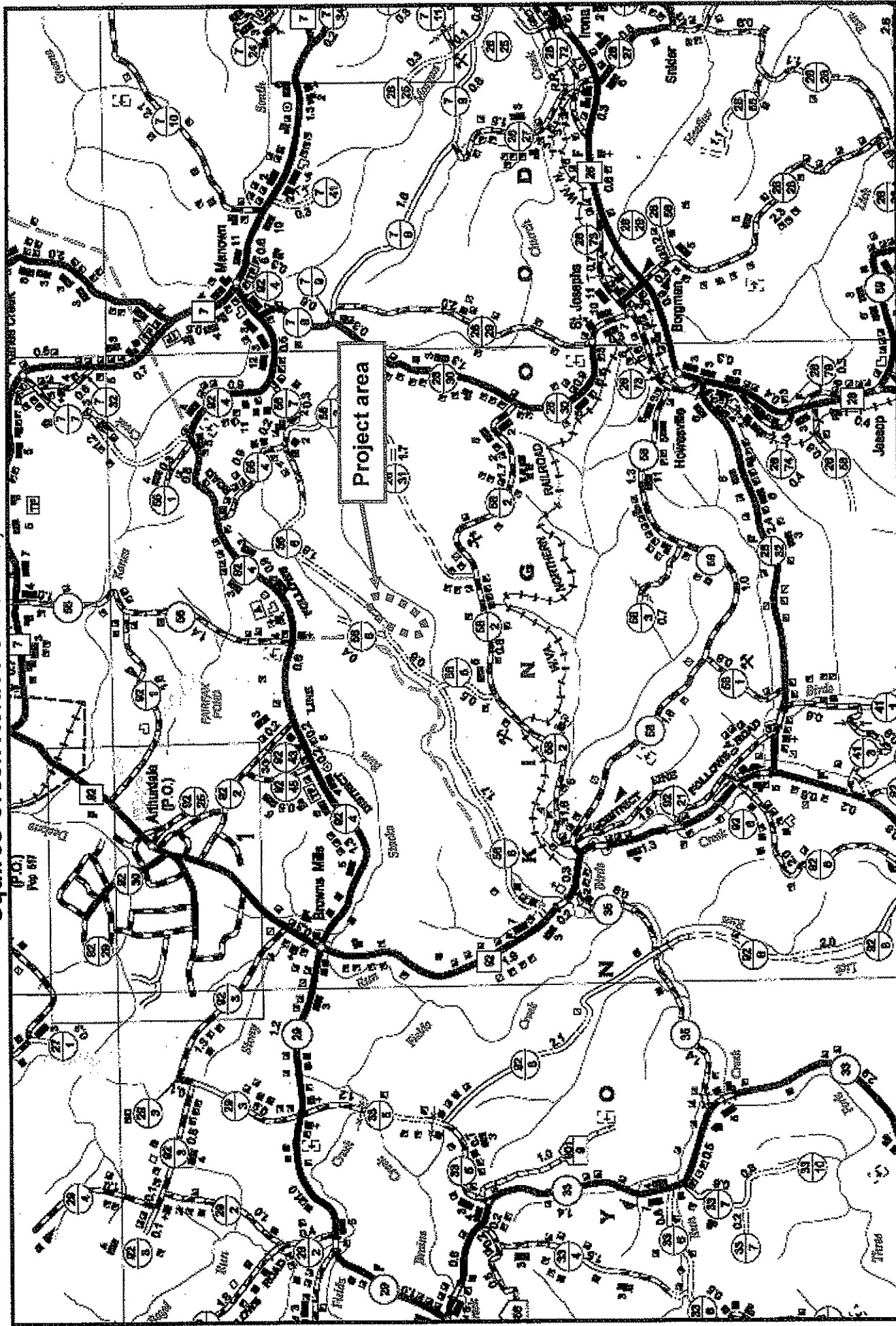
**Newburg Quad  
Latitude: 39° 28' 21"**

**Scale: 1 inch = 1,500 Feet**

**Preston County  
Longitude: 79° 46' 59"**



**Project Location - County Highway Map  
Squires Creek Refuse & Portals; WV-5758**



**Newburg Quad  
Latitude: 39° 28' 21"**

**Preston County  
Longitude: 79° 46' 59"**

**4. No Debt Affidavit**

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: RPM ENGINEERS, INC

Authorized Signature:  Date: 05/04/10

RPM Proposal Number: 480102-20100504

West Virginia Department of Environmental Protection  
DEP 14993 – Squires Creek Refuse & Portals Design – Preston County, WV

**5. Attachment “B” AML Consultant Confidential Qualification Questionnaire**

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AML CONSULTANT CONFIDENTIAL QUALIFICATION QUESTIONNAIRE**

Attachment "B"

|   |   |                                  |  |
|---|---|----------------------------------|--|
| PROJECT NAME<br>Squires Creek Refuse & Portals Design<br>RFQ #DEP14993<br>1. FIRM NAME<br>RPM Engineers, Inc.   | DATE (DAY, MONTH, YEAR)<br>4, May, 2010 | FEIN<br>26-1416421               | 3. FORMER FIRM NAME<br>N/A   |
| 4. HOME OFFICE TELEPHONE<br>(304) 345-6712  | 5. ESTABLISHED (YEAR)<br>2004           | 6. TYPE OWNERSHIP<br>Corporation | 6a. WV REGISTERED DBE<br>Disadvantaged Business<br>Enterprise)<br>No |
| 7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE<br>400 Tracy Way, Suite 200/(304) 345-6712/Richard E. Plymale, Jr., P.E./Six (6)<br>Charleston, WV 25311 |   |                                  |  |
| 8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM<br>Richard E. Plymale, Jr., P.E., CEO   |   |                                  |  |
| 8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS<br>John B. Barefoot, P.E., President, 804-302-4213   |   |                                  |  |

9. PERSONNEL BY DISCIPLINE

|                             |                          |                         |
|-----------------------------|--------------------------|-------------------------|
| 7 ADMINISTRATIVE ARCHITECTS | 1 LANDSCAPE ARCHITECTS   | 10 STRUCTURAL ENGINEERS |
| BIOLOGIST                   | MECHANICAL ENGINEERS     | <b>SURVEYORS</b>        |
| 3 CADD OPERATORS            | <b>MINING ENGINEERS</b>  | TRAFFIC ENGINEERS       |
| CHEMICAL ENGINEERS          | PHOTOGRAMMETRISTS        | OTHER                   |
| 15 CIVIL ENGINEERS          | PLANNERS: URBAN/REGIONAL |                         |
| 16 CONSTRUCTION INSPECTORS  | SANITARY ENGINEERS       |                         |
| DRAFTSMEN                   | SOILS ENGINEERS          | 64 TOTAL PERSONNEL      |
|                             | SPECIFICATION WRITERS    |                         |

TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: Seven (7)  
 \*RPEs other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.

RPM Engineers offers three (3) WV-AML Design Team as defined by the RFQ within our Charleston, WV office to perform the engineering design of this project. Any project awarded to RPM will be completed by our staff in our Charleston, WV office. We have put together a highly qualified staff of civil engineers, surveyors, environmentalists, geologists, and CADD technicians that have prepared surveying, environmental documents, construction plans, construction specifications, contract documents, estimates, and performed the construction inspection of **hundreds** of projects across the great state of West Virginia.

10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE?     YES     N/A     NO

11. OUTSIDE KEY CONSULTANTS/SUB-CONSULTANTS ANTICIPATED TO BE USED. Attach "AML Consultant Confidential Qualification Questionnaire".

| NAME AND ADDRESS:                                 | SPECIALTY:  | WORKED WITH BEFORE                         |
|---|---|--|
| NGE, PLLC<br>806 B Street<br>St. Albans, WV 25177 | Subsurface soil, rock, and groundwater testing. Utilizing a drilling rig to perform hollow stem and wet rotary borings. Geotechnical engineering design and analysis. | _____ Yes<br>_____ No<br>X Yes<br>_____ No |
| NAME AND ADDRESS:                                 | SPECIALTY:  | WORKED WITH BEFORE                         |
| NAME AND ADDRESS:                                 | SPECIALTY:  | WORKED WITH BEFORE                         |
| NAME AND ADDRESS:                                 | SPECIALTY:  | WORKED WITH BEFORE                         |
| NAME AND ADDRESS:                                 | SPECIALTY:  | WORKED WITH BEFORE                         |
| NAME AND ADDRESS:                                 | SPECIALTY:  | WORKED WITH BEFORE                         |

12. A. Is your firm experienced in Abandoned Mine Lar. Remediation/Mine Reclamation Engineering?

**YES** Description and Number of Projects: RPM Engineers recently completed the design of the Stephenson (Mills) Subsidence project for the WVDEP Office Of Abandoned Mine Lands and Reclamation (AML&R). We completed this specialty project ahead of schedule and under budget. We worked directly with Mark Proctor, P.E. of the Oak Hill, WV office on this project. RPM also recently completed several Waterline Feasibility Studies for AML&R. These projects were also completed within the schedule and well under budget. We worked directly with Eric Coberly, P.E., Chief in Charleston, WV on these projects. We have put together a highly qualified staff of civil engineers, surveyors, environmentalists, geologists, and CADD technicians that have prepared surveying, environmental documents, construction plans, construction specifications, contract documents, estimates, and performed the construction inspection of **hundreds** of projects across the great state of West Virginia.

NO

B. Is your firm experienced in Soil Analysis?

**YES** Description and Number of Projects: We have performed soil analyses on many civil engineering projects.

NO

C. Is your firm experienced in hydrology and hydraulics?

**YES** Description and Number of Projects: Our engineers have significant experience in performing hydrologic analyses, channel designs, culvert designs, storm drain system designs, erosion and sediment control pond designs, storm water management structure designs, hydraulic river analysis utilizing HEC-RAS, preparation of Hydrology and Hydraulics (H&H) reports, evaluating scour at structures, and natural stream design. Our engineers have completed H&H designs on dozens of projects.

NO

D. Does your firm produce its own Aerial Photography and Develop Contour Mapping?

**YES** Description and Number of Projects: RPM's survey department has developed contour mapping from topographic surveys on hundreds of projects. Our lead surveyor, William "BJ" Whitman II, P.S., is a third generation surveyor with over 15 years of survey experience and has performed surveys in every county in West Virginia. We have managed the aerial photography development on many projects by using a subcontractor to perform the flight.

NO

E. Is your firm experienced in domestic waterline design? (Include any experience your firm has in evaluation of aquifer degradation as a result of mining.)

**YES** Description and Number of Projects: RPM has completed five (5) waterline design projects for local municipalities in the past year. These waterline projects involved the preparation of construction drawings, estimates, and specifications. These projects also required Bureau for Public Health permits and some of them required USACE Nationwide Permits.

NO

F. Is your firm experienced in Acid Mine Drainage Evaluation and Abatement Design?

**YES** Description and Number of Projects:

**NO** RPM Engineers does have any specific experience in Acid Mine Drainage Evaluation and Abatement Design.

|  |  |   |   |
|--|--|---|---|
| 13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)  |  |   |   |
| NAME & TITLE (Last, First, Middle Int.)<br>Bumgarner, James A. Jr.<br>Project Manager  |  | YEARS OF AML DESIGN EXPERIENCE:<br>1  | YEARS OF AML RELATED DESIGN EXPERIENCE:<br>11 |
| YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE: 3   |  | YEARS OF EXPERIENCE   |   |
| <p>Brief Explanation of Responsibilities</p> <p>Mr. Bumgarner will be the Project Manager and will perform all Quality Control for this project. He will be the point of contact with WVDEP AML&amp;R staff. He will monitor the design schedule and will take all necessary measures to make certain that all agreed upon design schedules are met. These measures shall include staffing levels, staffing changes, and shifting of priorities. He will ensure that QC audits are performed as outlined in RPM's internal Project Design and Quality Management Plan. He will maintain proper filing, coding, and maintenance of all project documentation in an organized fashion to make it retrievable during and after the project. He will manage all team personnel and resources including design engineering subconsultants. These management activities include, but are not limited to assignment of responsibilities, oversight and evaluation of design quality and quantity, and review of billable hours.</p> |  |   |   |
| <p>EDUCATION (Degree, Year, Specialization)</p> <p>Associate in Applied Science, 1995, Computer-Aided Drafting and Design</p> <p>Bachelor of Science, 1998, Civil Engineering</p> <p>Master of Business Administration, 2003, Business</p>   |  |   |   |
| MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS<br>American Council of Engineering Companies  |  | REGISTRATION (Type, Year, State)<br>Professional Engineer, 2003, West Virginia<br>Professional Engineer, 2005, Ohio<br>Professional Engineer, 2006, South Carolina<br>Professional Engineer, 2009, Maryland |   |
| 13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)  |  |   |   |
| NAME & TITLE (Last, First, Middle Int.)<br>Bumgarner, Emily, E.<br>Civil Engineer  |  | YEARS OF AML DESIGN EXPERIENCE:<br>1  | YEARS OF AML RELATED DESIGN EXPERIENCE:<br>6  |
| YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE: 0   |  | YEARS OF EXPERIENCE   |   |
| <p>Brief Explanation of Responsibilities</p> <p>Mrs. Bumgarner will be the lead Hydraulic Engineer for this project. She will perform the natural stream design, drainage control channel designs, and any culvert analyses for this project. She will use her experience as an environmental engineer for Arch Coal to offer guidance for this project.</p>   |  |   |   |
| <p>EDUCATION (Degree, Year, Specialization)</p> <p>Bachelor of Science, 1997, Civil Engineering</p> <p>Master of Business Administration, 2002, Business</p> <p>Natural Stream Design, Level One: Stream Functions and Processes, 2002</p> <p>Natural Stream Design, Level Two: Stream Channel Assessment and Analysis, 2002</p> <p>Natural Stream Design, Level Three: Natural Stream Channel Design, 2003</p> <p>Natural Stream Design, Level Four: Advanced Natural Stream Design, 2003</p>   |  |   |   |
| MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS<br>American Council of Engineering Companies  |  | REGISTRATION (Type, Year, State)<br>Professional Engineer, 2003, West Virginia<br>Professional Engineer, 2006, Ohio   |   |



13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)

|   |                                      |  |   |
|---|--------------------------------------|--|---|
| NAME & TITLE (Last, First, Middle Int.)<br>Plumley, Matthew, L.<br>Civil Engineer | YEARS OF AML DESIGN EXPERIENCE:<br>1 | YEARS OF AML RELATED DESIGN EXPERIENCE:<br>6 | YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:<br>1 |
|---|--------------------------------------|--|---|

Brief Explanation of Responsibilities

Mr. Plumley will be one of the design engineers for this project. He was recently one of the lead design engineers on the Stephenson (Mills) Subsidence project and for several Waterline Feasibility Studies that we completed for AML&R. He will assist the Project Manager in various engineering services including preparation of construction plans, right-of-way plans, erosion control, maintenance of traffic, and signing and pavement markings. He will also perform calculations necessary for reclamation design, drainage design, and earthwork. He will also assist in the preparation of the project specifications and detailed cost estimates.

EDUCATION (Degree, Year, Specialization)  
Bachelor of Science, 2005, Civil Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS  
American Council of Engineering Companies

REGISTRATION (Type, Year, State)  
Engineer-In-Training, 2005, West Virginia  
Professional Engineer, 2010, West Virginia

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)

|  |                                      |  |   |
|--|--------------------------------------|--|---|
| NAME & TITLE (Last, First, Middle Int.)<br>Boyd, Jason M., P.E., MBA<br>Project Designer | YEARS OF AML DESIGN EXPERIENCE:<br>1 | YEARS OF AML RELATED DESIGN EXPERIENCE:<br>6 | YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:<br>0 |
|--|--------------------------------------|--|---|

Brief Explanation of Responsibilities

Mr. Boyd's civil engineering experience includes roadway design, right-of-way, geometric layouts, utility relocation design, maintenance of traffic, signing and marking, plan preparation/presentation, quantity/cost estimates, drainage design, hydrologic procedures, pavement/deck drainage, inlet spacing computations, channels, culverts, storm drains, and stormwater management.

EDUCATION (Degree, Year, Specialization)  
Master of Business Administration, 2003, Business  
Bachelor of Science, 1999, Civil Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)  
Professional Engineer, 2009, West Virginia

|  |   |
|--|---|
| 13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)  |   |
| NAME & TITLE (Last, First, Middle Int.)<br>Curtis Paxton<br>Lead Surveyor  | YEARS OF AML DESIGN EXPERIENCE:<br>0                |
| YEARS OF AML RELATED DESIGN EXPERIENCE:<br>13  | YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:<br>0 |
| Brief Explanation of Responsibilities<br><br>Mr. Paxton will serve as the lead surveyor for this project. He has over 13 years of survey experience and has performed surveys in every county in West Virginia. Mr. Paxton has over 13 years of AutoCAD experience related to the surveying field. |   |
| EDUCATION (Degree, Year, Specialization)   |   |
| MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS<br>West Virginia Society of Professional Surveyors (WVSPS)  |   |
| REGISTRATION (Type, Year, State)   |   |
| 13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)  |   |
| NAME & TITLE (Last, First, Middle Int.)<br>Carte, Darren, J.<br>CADD Operator  | YEARS OF AML DESIGN EXPERIENCE:<br>0                |
| YEARS OF AML RELATED DESIGN EXPERIENCE:<br>5   | YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:<br>0 |
| Brief Explanation of Responsibilities<br><br>Mr. Carte will serve as a CADD Operator on this project. He will prepare the engineering drawings for this project.   |   |
| EDUCATION (Degree, Year, Specialization)<br>Associate in Applied Science, 1997, Computer-Aided Drafting and Design   |   |
| MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS<br>American Council of Engineering Companies  |   |
| Transportation Engineering Technician, 2001, West Virginia   |   |

14. PROVIDE A LIST OF SOFTWARE AND EQUIPMENT AVAILABLE IN THIS PRIMARY OFFICE WHICH WILL BE USED TO COMPLETE PROJECT DESIGN SERVICES

Dell Precision Workstations and Laptop Computers

HP Laser Printers

Kodak Digital Camera

Bentley MicroStation V8 2004 & XM Edition

AutoCAD Civil 3D 2009

Bentley InRoads Suite XM Edition

Bentley GEOPAK Civil Engineering Suite 2004 Edition

Bentley Haestad Methods Solution Water CAD, Sewer CAD

Bentley Haestad Methods Solution Pond Pack, Culvert Master, Flow Master

Microsoft Word, Excel, Project

FHWA HY8 Culvert Analysis Version 6.1

FHWA HY8Energy Version 2 - Energy Dissipator Design Software

USACE HEC-RAS River Analysis System Version 4.0

NRCS WINTR-55

Adobe Acrobat Standard PDF Creator

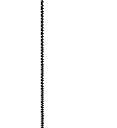
| 15. PRESENT ACTIVITIES ON WHICH YOU ARE DESIGNATED ENGINEER OF RECORD   |                                |   |                             |        |                               |
|---|--------------------------------|---|-----------------------------|--------|-------------------------------|
| NAME AND TYPE OF PROJECT  | LOCATION                       | NAME AND ADDRESS OF OWNER   | ESTIMATED CONSTRUCTION COST | DESIGN | PERCENT COMPLETED FIELD SUPV. |
| Hartland Bridge Replacement   | Clay County, WV                | WVDOH - Building 5, Room A-437<br>1900 Kanawha Blvd., East<br>Charleston, WV 25305-0430 | \$5,700,000                 | 0%     |                               |
| 7 Bridges WVDOH Category 6  | Districts 5 & 8, WV            | WVDOH - Building 5, Room A-437<br>1900 Kanawha Blvd, East<br>Charleston, WV 25305-0430  | \$5,500,000                 | 85%    |                               |
| Bridge Replacements   |                                | Horry County  | \$20,000,000                | 60%    | 10%                           |
| Horry County, SC Dirt Road  | Horry County, SC               | 4401 Privettes Road<br>Conway, SC 29528   |                             |        |                               |
| Paving Project -- Design, Manage  | Inspection Services            |   |                             |        |                               |
| Edwight Truss   | Raleigh County, WV             | WVDOH - Building 5, Room A-437<br>1900 Kanawha Blvd, East<br>Charleston, WV 25305-0430  | \$2,000,000                 | 35%    |                               |
| Bartley Branch  | McDowell County,<br>WV         | WVDOH - Building 5, Room A-437<br>1900 Kanawha Blvd, East<br>Charleston, WV 25305-0430  | \$2,000,000                 | 10%    |                               |
| General Engineering Services  | ODOT District 4                | ODOT District 4<br>2088 South Arlington Road<br>Akron, OH 44306                         |                             | 60%    |                               |
| General Engineering Services  | ODOT District 7                | ODOT District 7<br>1001 Saint Marys Ave.<br>Sidney, OH 45365                            |                             | 10%    |                               |
| 4 Bridge Replacement Project  | Lancaster/York<br>Counties, SC | SCDOT<br>955 Park Street<br>P.O. Box 191<br>Columbia, SC 29202                          | \$15,000,000                | 5%     |                               |
| SC-9 Bridge Replacement Proj.   | Union/Chester<br>Counties, SC  | SCDOT<br>955 Park Street<br>P.O. Box 191<br>Columbia, SC 29202                          | \$20,000,000                | 0%     |                               |
| Towers on the Grove, Site/Civil<br>Utility relocation and road widening | Myrtle Beach, SC               | Towers Investments, LLC<br>1309 Professional Drive, Suite 100<br>Myrtle Beach, SC 29577 | \$500,000                   | 90%    |                               |

Total Number of Projects: 10  
Total Estimated Construction Cost: \$70,700,000

16. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS SERVING AS A CONSULTANT TO OTHERS

| PROJECT NAME, TYPE AND LOCATION                 | NATURE OF FIRMS RESPONSIBILITY          | NAME AND ADDRESS OF OWNER | ESTIMATED COMPLETION DATE | ESTIMATED CONSTRUCTION COST |                           |
|---|---|---------------------------|---------------------------|-----------------------------|---------------------------|
|   |   |                           |                           | ENTIRE PROJECT              | YOUR FIRMS RESPONSIBILITY |
| Carolina Bays Parkway - SC                      | Design of two Bridges                   | SCDOT, Columbia, SC       | 2010                      |                             | 608 (design fee)          |
| Historic Bridge Study - WV                      | Assist with State Historic Bridge Study | WVDOH, Charleston, WV     | 2010                      | 800 (design fee)            | 190 (design fee)          |
| Backgate Bridge - SC, US 17 Bypass              | Design one Bridge                       | SCDOT, Columbia, SC       | 2010                      |                             | 1089 (design fee)         |
| Brooks Street Bridge Inspection, Charleston, WV | NBIS - Bridge Inspection                | WVDOH, Charleston, WV     | 2010                      | 470 (design fee)            | 160 (design fee)          |
| I-470 Bridge Inspection                         | NBIS - Bridge Inspection                | WVDOH, Charleston, WV     | 2012                      | 250 (design fee)            | 48 (design fee)           |
| New Martinsville Bridge Inspection              | NBIS - Bridge Inspection                | WVDOH, Charleston, WV     | 2013                      | 88 (design fee)             | 17 (design fee)           |
| Wellsburg Bridge                                | Bridge Design                           | WVDOH, Charleston, WV     | 2010                      |                             | 94 (design fee)           |

| 17. C. LETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM AS THE DESIGNATED ENGINEER OF RECORD |  | ESTIMATED CONSTRUCTION COST | YEAR | CONSTRUCTED (YES OR NO) |
|---|--|-----------------------------|------|-------------------------|
| PROJECT NAME, TYPE AND LOCATION   | NAME AND ADDRESS OF OWNER  |                             |      |                         |
| Water Tower Interchange, Highway Design, Myrtle Beach, SC                                     | Parkway Group<br>7901-03 N. Ocean Blvd<br>Myrtle Beach, SC 29572       | \$2,500,000                 | 2007 | YES                     |
| SHE-47 Bridge Replacement in Shelby County, Ohio  | ODOT District 7<br>1001 St. Marys Avenue<br>Sidney, Ohio<br>45365-0969 | \$700,000                   | 2007 | YES                     |
| ROY P. "TUT" PARSONS BRIDGE REPLACEMENT, Berkeley County, WV                                  | WVDOH<br>1900 Kanawha Blvd East<br>Charleston, WV 25305                | \$996,000                   | 2008 | YES                     |
| HIGGINSVILLE BRIDGE REPLACEMENT, Hampshire County, WV   | WVDOH<br>1900 Kanawha Blvd East<br>Charleston, WV 25305                | \$754,000                   | 2008 | YES                     |
| BUFFALO RUN BRIDGE REPLACEMENT, Pocahontas County, WV   | WVDOH<br>1900 Kanawha Blvd East<br>Charleston, WV 25305                | \$600,000                   | 2008 | NO                      |
| ARONHALT BRIDGE REPLACEMENT, Grant County, WV   | WVDOH<br>1900 Kanawha Blvd East<br>Charleston, WV 25305                | \$711,000                   | 2008 | NO                      |
| BEECH FORK CONCRETE BEAM Wayne County, WV   | WVDOH<br>1900 Kanawha Blvd East<br>Charleston, WV 25305                | \$2,200,000                 | 2010 | YES                     |
| LUCILLE STALNAKER BRIDGE Gilmer County, WV  | WVDOH<br>1900 Kanawha Blvd East<br>Charleston, WV 25305                | \$2,400,000                 | 2010 | YES                     |

| 18. ( ) COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM WAS RESPONSIBLE   | HAS BEEN A SUB-CONSULTANT TO OTHER FIRMS (INDICATE PHASE OF WORK FOR WHICH YOUR FIRM WAS RESPONSIBLE) |  |                               |                         | PHASE                |
|---|---|--|-------------------------------|-------------------------|----------------------|
| PROJECT NAME, TYPE AND LOCATION   | NAME AND ADDRESS OF OWNER   | ESTIMATED CONSTRUCTION COST OF YOUR FIRM'S PORTION | YEAR                          | CONSTRUCTED (YES OR NO) | FIRM ASSOCIATED WITH |
| I-64 Bridge over Kanawha River, South Charleston, WV  | WVDOH<br>1900 Kanawha Blvd East<br>Charleston, WV 25305   | \$10,000,000                                       | 2006                          | In Progress             | Modjeski and Masters |
|   |   |  |                               |                         |                      |
|   |   |  |                               |                         |                      |
|   |   |  |                               |                         |                      |
|   |   |  |                               |                         |                      |
|   |   |  |                               |                         |                      |
| <p>19. Use this space to provide any additional information or description of resources supporting your firm's qualifications to perform work for the West Virginia Abandoned Mine Lands Program.</p> <p>We have put together a highly qualified staff of civil engineers, surveyors, environmentalists, geologists, and CADD technicians here in Charleston, WV that have prepared surveying, environmental documents, construction plans, construction specifications, contract documents, estimates, and performed the construction inspection of <b>hundreds</b> of projects across the great state of West Virginia. We have recently completed two (2) projects on schedule and under budget for AML&amp;R.</p> |   |  |                               |                         |                      |
| <p>20. The foregoing is a statement of facts.</p>   |   |  |                               |                         |                      |
| <p>Signature: </p>   |   |  | <p>Title: Project Manager</p> |                         |                      |
| <p>Printed Name: James A. Bumgarner, Jr., P.E.</p>  |   |  | <p>Date: May 4, 2010</p>      |                         |                      |

**6. Attachment "C" AML and Related Project Experience Matrix**



