



west virginia department of environmental protection  
**Abandoned Mine Lands and Reclamation**

**MAPPING SERVICES IN SOUTHERN COUNTIES OF WEST VIRGINIA**  
**OPEN END CONTRACT**  
**RFQ NUMBER DEP15472**

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**OFFICE OF ABANDONED MINE LANDS AND RECLAMATION**  
**CHARLESTON, WEST VIRGINIA**

**E. L. ROBINSON ENGINEERING CO.**  
**CHARLESTON, WEST VIRGINIA**

RECEIVED

2011 JUN 22 PM 12:12

WV DEPT OF ENV  
RECLAMATION

June 22, 2011

West Virginia Department of Environmental Protection  
Office of Abandoned Mine Lands and Reclamation  
601 57<sup>th</sup> Street  
Charleston, WV 25304

**Re: Mapping Services for Southern Counties of West Virginia – RFQ DEP15472**

Gentlemen:

E.L. Robinson is pleased to have the opportunity to submit our Proposal to the WVDEP's Office of Abandoned Mine Lands and Reclamation, for the Mapping Services for Southern Counties of West Virginia. This proposal is in accordance with the guidelines outlined in the RFQ No. DEP15472 by the State of West Virginia, Department of Administration Purchasing Division Document dated May 26, 2011.

E.L. Robinson is the leading multi-disciplined engineering/architectural/planning firm providing consulting engineering services in West Virginia. Our offices in West Virginia are located in Charleston, Beckley and Chapmanville, making our firm geographically positioned to handle your southern WV mapping needs both efficiently and economically, as we are in the "heart of the Coalfields of southern WV".

You will see that teamwork is the spirit and foundation of our organization. We acknowledge the importance of a quick turn-around and excellent quality service, which our administrative procedures, overall organization, and depth of experience provides you. We are very proud of our performance under past contracts with the Office of Abandoned Mine Lands and Reclamation, as well as other contracts we have held with the WVDEP. We value our working relationship with all AML personnel, and will continue to strive to provide for excellence in all work we do.

E.L. Robinson has provided consulting engineering services in West Virginia for over twenty-five (25) years, allowing us to have a complete understanding of mapping services required by the Office of Abandoned Mine Lands and Reclamation. Our past experience in providing mapping services for the WV Abandoned Mine Lands Program has spanned over the past 20 years. Mapping services provided has included setting aerial photography control points, performing planimetric and topographic field surveys, performing surveys to supplement or enhance existing aerial photography and/or aerial Lidar mapping. We have also performed many quality assurance/quality check surveys to verify new and existing mapping prior to its use for design of reclamation projects, to insure accuracy to mapping standards.

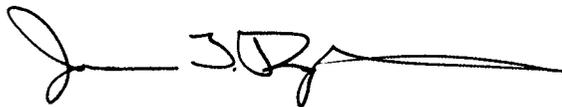
We welcome the opportunity to continue our working relationship with the WVDEP's Office of Abandoned Mine Lands and Reclamation look forward to providing mapping services for all of their projects. We feel our track record indicates that mapping services can be provide on both "Planned Reclamation Projects" and "Emergency Reclamation Projects" utilizing the latest technologically advanced surveying equipment and software. We believe no other company can match the quality of our work, and experience. Our experience and office locations relative to Southern WV should allow us to be more efficient and therefore very cost competitive.

We trust that the selection of E.L. Robinson Engineering Co. will allow our firm to continue to meet the surveying/mapping needs of the WVDEP's Office of Abandoned Mine Lands and Reclamation.

Thank you for the invitation to answer this RFQ, and if you have any questions or require any additional information for either the WVDEP's Office of Abandoned Mine Lands and Reclamation or the State of West Virginia, Department of Administration Purchasing Division, please contact me anytime at (304) 541-2917 r (304) 855-4546. If I should be unavailable, please contact Mr. Ed Robinson at (304) 776-7473.

Respectfully submitted,

**E. L. Robinson Engineering Co.**

A handwritten signature in black ink, appearing to read 'J. T. Rayburn', with a long horizontal flourish extending to the right.

James T. Rayburn, PS  
Manager of Surveying/Geomatics

Tel: (304) 541-2917  
Fax: (304) 855-4561  
[trayburn@elrobinson.com](mailto:trayburn@elrobinson.com)



## TABLE OF CONTENTS

- I. INTRODUCTION
- II. EXPERIENCE & CAPABILITIES
- III. ELR TEAM LEADERS

### APPENDICES

DEP15472 RFQ Signature Sheets, Affidavit, Bid Schedule And Vendor Preference Certificate	APPENDIX A
Insurance and Worker's Compensation Certificate	APPENDIX B
Surveying Equipment List	APPENDIX C
Key Resumes	APPENDIX D

**E.L. Robinson Engineering**  
***Surveying/Geomatics Division***  
***5088 Washington Street West***  
***Charleston, WV 25313***  
**304.776.7473**

# Introduction

E.L. Robinson Engineering is an employee-owned, multi-disciplined engineering /surveying / planning firm with a staff of over 100 full-time professionals and support personnel located in ten offices throughout West Virginia, Ohio and Kentucky. Over the last 30 years, E.L. Robinson has grown to one of the largest firms in the region, offering a diverse scope of services. Since 1978, E.L. Robinson has provided a full range of quality engineering services, from planning and analysis to design and implementation.

Named for its founder and president, Edward L. Robinson, P.E., P.S., the firm has based its success on a commitment to quality projects with superior client service. Finding new and creative ways to address challenges has brought the firm's vision of excellence into reality. The firm has grown to understand the ingredients of a professional service firm include not only brick and mortar, but also leading edge technology and a talented, motivated staff that is continually growing and advancing their skills.

The use of technology has allowed the firm to expand engineering capabilities and make use of new resources such as High Definition Laser Scanning, Mobile Scanning and Mapping, GPS Control Surveys, Real-time Kinematic (RTK) Surveys and conventional surveying. In addition to the use of technology, E.L. Robinson continues to strive to invent new and more effective ways to serve our clients. One way we accomplish this task is by providing a thorough pre-analysis of every project, saving the client time, money, and legal exposure. When the client is informed on every phase of the job and every challenge, the reputation of the firm grows stronger and the relationship with client strengthens.

*the Challenge. the Choice.*

## **Experience and Technical Capabilities - E.L. Robinson Engineering Co.**

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### **Surveying**

- ELR has extensive surveying/mapping experience
- ELR provides these services with in-house personnel led by Tom Rayburn, P.S.
- ELR uses the most current survey technology and software available
- ELR Will utilize existing mapping resources where available to reduce costs

### **CADD Drafting**

- CADD technicians, with the firm since its creation over 25 years ago, still with ELR providing wealth of experience.
- All CADD Software is the current release, however mapping can be save to backward compatible software releases.
- Added numerous CADD technicians over the years.

### **Subcontractors**

- ELR typically utilizes Photo Science, Inc. for Aerial Photography and Lidar services on mapping projects. We intend to utilize their services for the projects where Aerial Photography and Lidar may be needed. We have previously worked with this firm on numerous AML and other Mapping projects throughout the State of West Virginia.

### **WVDEP AML Experience - E. L. Robinson Engineering Co.**

- 80 AML Projects completed in WV since the mid 1980's.
- E. L. Robinson has been completing AML Designs since 1996.
- 10 AML Emergency Design Projects completed in WV.
- 2 Geotechnical Investigations for Subsidence completed in WV
- 14 ODNR Emergency Project Designs
- 6 ODNR Investigations (4 Subsidence; 2 Landslides)
- 100+ AML mapping projects completed for various clients since 1980
- Most personnel that completed work on these projects - still with the firm. Ed Robinson, Wendell Williams, Tom Rayburn, and Tim Cart have been involved in mapping projects since the early 1980's.

### **Communication - E. L. Robinson Engineering Co.**

- ELR Project Manager will provide phone or e-mail status to DEP Project Manager on a weekly or as needed basis
- DEP and ELR will jointly review project prior to aerial photography acquisition and prior to mapping from photography.
- ELR will provide completed plan sheets for Preliminary Review
- ELR will advise DEP of any significant issues if they are encountered in the Design Phase
- ELR welcomes DEP input at any point in the process

### *Why Select E.L. Robinson?*

- Provided AML related services for over twenty (20) years.
- Staff that worked on these projects is still with the firm.
- High willingness to commit staff and resources to the successful completion of AML Mapping Projects.
- High willingness to invest in human resources and equipment to enhance our AML capabilities.
- High willingness to produce high quality - cost efficient mapping for use in project designs.
- Capability to provide all Surveying and Design in-house.
- Commitment of Senior-Level Project Managers in addition to large engineering support staff.
- Understand the requirements of the Project.
- Understand the needs of the Client.
- High willingness to do whatever it takes to identify and take care of AML concerns.

***Please allow us to continue to work with you  
on the successful completion of AML Mapping Projects.***

**E. L. Robinson Engineering Co.**

**Surveying/Geomatics Division Team Leaders**

**Ed Robinson, PE, PS**  
President and CEO  
304.776.7473  
[ed@elrobinson.com](mailto:ed@elrobinson.com)

**Tom Rayburn, PS**  
Manager of Surveying/Geomatics  
Division  
304.541.2917  
[trayburn@elrobinson.com](mailto:trayburn@elrobinson.com)

**Tim Cart, PE, PS**  
Senior Engineer / Project Manager  
304.776.7473  
[tim@elrobinson.com](mailto:tim@elrobinson.com)

**Jack Worstell, LSIT**  
3D Technologies and Geomatics –  
Survey Party Chief  
304.552.8408  
[jack@elrobinson.com](mailto:jack@elrobinson.com)

**Robert K. Fuller, PS**  
3D Technologies and Geomatics –  
Survey Party Chief  
304.776.7473  
[rfuller@elrobinson.com](mailto:rfuller@elrobinson.com)

**Russell Hill**  
Survey Party Chief  
304.541.2922  
[rhill@elrobinson.com](mailto:rhill@elrobinson.com)

**Frank Ellison**  
Survey Party Chief  
304.541.0717  
[fellison@elrobinson.com](mailto:fellison@elrobinson.com)

**John Cruikshank**  
Senior Technician  
304.776.7473 ext. 234  
[johnc@elrobinson.com](mailto:johnc@elrobinson.com)

**Richard Mays**  
Senior Technician  
304.855.4546  
[rmays@elrobinson.com](mailto:rmays@elrobinson.com)

**Wendell Williams, LSIT**  
Senior Technician  
304-776-7473  
[wendell@elrobinson.com](mailto:wendell@elrobinson.com)

# **APPENDIX A**

## **DEP15472 RFQ Signature Sheets, Affidavit, Bid Schedule and Vendor Preference Certificate**

**MAPPING SERVICES IN SOUTHERN COUNTIES OF WEST VIRGINIA**

**OPEN END CONTRACT**

**RFQ NUMBER DEP15472**

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**OFFICE OF ABANDONED MINE LANDS AND RECLAMATION**

**CHARLESTON, WEST VIRGINIA**

**E. L. ROBINSON ENGINEERING CO.**

**CHARLESTON, WEST VIRGINIA**





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  
**DEP15472**

PAGE  
**1**

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

PURCHASER

\*709045940 304-776-7473  
**E L ROBINSON ENGINEERING CO**  
**5088 WASHINGTON ST WEST**  
  
**CROSS LANES WV 25313**

SHIP TO

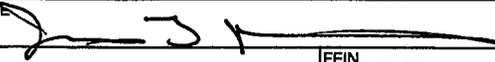
**ENVIRONMENTAL PROTECTION**  
**DEPARTMENT OF**  
**OFFICE OF AML&R**  
**601 57TH STREET SE**  
**CHARLESTON, WV**  
**25304 304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: **06/22/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-52		
<p><b>MAPPING SERVICES FOR SOUTHERN COUNTIES OF WV</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS AND RECLAMATION, IS SOLICITING BIDS FROM INTERESTED VENDORS QUALIFIED TO PROVIDE MAPPING SERVICES IN THE SOUTHERN COUNTIES OF WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, TERMS &amp; CONDITIONS, BID REQUIREMENTS, SCOPE OF WORK, AND THE FOLLOWING BID SCHEDULE.</p> <p>THESE MAPPING SERVICES WILL RESULT IN THE DEVELOPMENT OF CONTRACT DOCUMENTS FOR DESIGN &amp; CONSTRUCTION PROJECTS THROUGHOUT THE SOUTHERN COUNTIES OF WEST VIRGINIA AS INDICATED HEREIN.          EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>304-541-2917</b>	DATE <b>JUNE 22, 2011</b>
TITLE <b>MANAGER OF SURVEYING</b>	FEIN <b>55-059-4633</b>	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).



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
DEP15472

PAGE
2

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

VENDOR

\*709045940      304-776-7473  
 E L ROBINSON ENGINEERING CO  
 5088 WASHINGTON ST WEST  
  
 CROSS LANES WV 25313

SHIP TO

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	F.O.B.	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: **06/22/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-541-2917	JUNE 22, 2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
MANAGER OF SURVEYING	55-059-4633	

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





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  
**DEP15472**

PAGE  
**4**

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

PROPERTY

\*709045940      304-776-7473  
**E L ROBINSON ENGINEERING CO**  
**5088 WASHINGTON ST WEST**  
  
**CROSS LANES WV 25313**

PROPERTY

**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	F.O.B.	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: **06/22/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- 304-855-4561 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p style="text-align: center;">----- JAMES T. (Tom) RAYBURN -----</p> <p>***** THIS IS THE END OF RFQ DEP15472 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

MAPPING SERVICES IN SOUTHERN COUNTIES OF WEST VIRGINIA  
OPEN-END CONTRACT  
DEP15472

Section A – Scope of Services

Background

DEP is mandated by the Surface Mining Control and Reclamation Act of 1977, Public Law 95-87, to reclaim lands and water affected by coal mining that impose social and economic costs on residents, impair environmental quality, prevent or damage the beneficial use of land or water resources or endanger the health and safety of the public.

Scope of Work

The scope of work shall include the development of detailed topographical mapping from field survey data, as well as aerial photography, design data surveys, the development of field survey information suitable and adequate for the development of detailed plans and specifications.

I. Specifications for Surveying and Mapping

A. Topographical Survey

- 1) Location of the physical features of the terrain and the various objects and obstructions both natural and man-made on and in the vicinity of the project site as directed in the project Work Directive.
- 2) Benchmarks and horizontal control shall be established outside of the anticipated limits of construction. The minimum requirements for installation of control shall be specified in the project Work Directive.
- 3) Field Surveys for Topographic Mapping – Field surveys will be conducted as needed to establish horizontal and vertical control data for preparation of the topographic map(s). The following specifications and stipulations will apply to field survey.
  - a. Horizontal traverses shall be closed. All angles shall be doubled and checked by comparing computed bearings with observed bearings. The difference between the deflection and angle and half of the double deflection angle shall not exceed 20 seconds. Horizontal direction shall be established from magnetic north.

- b. A baseline shall be established across or in close proximity to the site with permanent objects or hubs as directed in Item (e) below. Baselines may be established on pre-existing jeep trails, roads or utility rights of way on or in close proximity to the site. The maximum distance between baseline stations shall be located in such a way that at least two stations can be seen with an ordinary transit. This baseline can be worked in conjunction with the vertical and horizontal control.
- c. All field survey work shall be conducted on the public right of way where possible, however, the DEP shall obtain right of way on private property where needed.
- d. During the field survey, traverse stations shall be marked and referenced so that they can be readily re-established. A minimum of two reference points should be set and each horizontal change in the baseline. Traverse stations shall be marked by steel hubs flush with the ground surface and referenced by guard stakes or natural or identifiable permanent objects at the ground surface. The location and description of all traverse stations shall be accurately recorded in the notes. The markings on the guard stakes shall include the distance to the traverse stations, the line to the traverse station, and the station of the traverse station.
- e. Bench level traverses shall be of such precision that the error of closure (in feet) shall not exceed plus or minus 0.05 times the square root of the length of the traverse (in miles). The locations, description, and elevation of benchmarks shall be accurately recorded in the notes. The datum plane shall be that of the U. S. Coast Geodetic Survey or Geological Survey or West Virginia Coordinates Plan.

#### B. Topographic Mapping Using Aerial Photography

- 1) Aerial Photography – The photographs shall be made with a calibrated precision-type aerial camera in a vertical position. The successful bidder or their sub-contractor shall supply a copy of a current calibration certificate, issued by the National Bureau of Standards (USGS) or other competent testing organization, which is dated within the past twenty-four (24) months upon demand by the DEP. Any commercial aerial film with a fine-grain emulsion may be used. Altitude shall be the height above average ground required to achieve the accuracy listed in these specifications, not to exceed 4,800 feet.

The time for taking the photographs shall be such that the sky is clear of clouds and haze, streams are within their normal banks, deciduous trees and other vegetation are without leaves, and the ground is free from snow cover. The time for taking of photographs shall be further confined to that portion of the day when the sun is at its highest angle.

Contact prints shall be clean and free from chemical or other stains, blemishes, uneven spots, fog, and finger marks and shall be thoroughly washed to remove any chemical materials which would impair their permanency.

The entire project area shall have stereoscopic coverage within the usable distortion-free portion of the field of the lens. The overlap in the line of flight shall be no less than 45 percent nor more than 65 percent. Side overlap shall be no less than 25 percent.

At the completion of the work, the following shall be provided the contracting officer:

- a. Two sets of black and white 9" x 9" aerial photographs properly identified by site name and photo index number.
  - b. Three sets of color 9" x 9" aerial photographs (contact prints) properly identified by site name and photo index number without any additional manual markings.
  - c. All negatives of the aerial photograph.
  - d. Copies of cross-sections taken every 300 feet along the baseline to be plotted on cross-section paper and overlaid on cross-sections plotted from the mapping to verify the mapping accuracy.
  - e. Two computer disks containing all survey mapping and data compatible with a computer aided design system in AutoCAD (Version Release 17 or Engineer approved alternate).
- 2) Field Surveys – Field surveys will be conducted as needed to establish horizontal and vertical control data for preparation of the topographic map.
- 3) Topographic Mapping – Topographic drawings shall be on 24" x 36" standard map sheets. Every fifth contour line shall be accentuated with elevations noted. The topographic contour map(s) shall be prepared using stereo methods. The basic map shall be stereo plotted and mechanically transcribed to a scale of 1" = 100' with a contour interval of 2 feet unless otherwise specified by the DEP based on particular needs established due to the site specific circumstances.

The topographic drawings shall have included on them (lower right part of map) the following:

- The name of the project.
- Inserts showing location of all reference points.
- The location of the project (county map).

- Legend.
- Title block for approval signatures.
- Map Scale.

The various views required to be presented on the drawings shall be oriented in the following manner:

- a. If the mapping requires the use of two sheets or more, match lines will be used to relate the sheets together. If the use of more than two sheets is necessary, an additional sheet will be required with a reduced scale enabling the placement of the entire area on one sheet indicating how the sheets relate to each other.
- b. Each topographic sheet shall be oriented, whenever possible so the direction of stream flow is from the left to the right or from the top to the bottom of the sheet. Arrows indicating the direction of stream flow will be included. Spot elevations shall be shown to assist in determination of hilltops, saddles and road intersections. Each sheet shall contain a bar scale and a geodetic or polar north arrow.
- c. Physical Features – All physical features situated on the ground such as vegetation, rivers, ponds, lakes, small streams, rock outcrops, and other unusual features will be located and identified on the topographic map.
- d. Cultural Features – All cultural features such as houses, barns, buildings, commercial businesses, highways, railroads, bridges, pipelines, farm ponds, fences, electric power lines, telephone lines, utility lines, gas wells, and any other cultural features shall be located and identified on the topographic map. Specific features dealing with mining such as the limits of coal refuse, landslides if determinable, the location of strip mine highwalls and overburden, deep mine openings, both draining and dry and any other mining related feature must be located and identified on the topographic map. This requirement should be accomplished to the best degree possible without an actual detailed survey.
- e. All horizontal and vertical control points – to include permanent or temporary benchmarks, will be located and identified on the map. There shall be a minimum of four vertical points and three horizontal points.
- f. The precision of the topographic map for all areas within the actual project area shall not be less than the following:
  - Average error shall not exceed  $0.025 \times$  the scale of the map expressed in feet per inch.
  - Percentage error in scaled areas shall not exceed  $0.05 \times$  scale of the map expressed in feet per inch.

- Of points chosen at random, the percentage whose error in elevation exceeds one-half the specified contour interval shall not exceed 10 percent.
- All maps shall be drawn to the limits as shown on the mapping outline for the individual areas.

Note: Areas outside the actual project limits are to be as precise as conditions allow but will not be held to these limits.

- g. Symbols and abbreviations shall be in accordance with "Standard Map Symbols" published by the Soil Conservation Service, U. S. Department of Agriculture, January 1965.

## Section B – Contractual Information & Requirements

### I. Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services for all of the scope of work required in this contract.

### II. Location of Work

The area of work shall include the entire State of West Virginia. The counties listed below are the coal producing counties and those in parentheses represent where most of the work required in the contract is located.

#### "Southern" counties

1. Cabell
2. Putnam
3. (Kanawha)
4. (Clay)
5. (Nicholas)
6. Greenbrier
7. (Fayette)
8. Summers
9. (Mercer)
10. (Raleigh)
11. (Wyoming)
12. (McDowell)
13. (Mingo)
14. (Logan)
15. (Boone)

- 16. (Lincoln)
- 17. Wayne
- 18. (Roane)
- 19. Jackson
- 20. (Mason)

### III. Ordering Procedure

- A. This is an indefinite quantity contract for the services specified in the Statement of Work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the DEP (Project Manager) by issuance of a Work Directive, which shall specify the location of the project site, the specified problem, the work to be performed and the time frame during which the work must be completed. The Contractor will then be responsible for contacting DEP to arrange an on-site meeting. Upon completion of a field reconnaissance with a DEP representative, the Contractor will submit a cost proposal for the work requested, signed by a principal of the firm. The individual project cost proposal which contains the quantity estimates shall be in accordance with the unit prices provided in the response to this RFQ.

### IV. Delivery

- A. The Offeror shall prepare, submit and deliver all original survey notes, mapping and additional drawings, etc. or calculations as may be requested by the specific Work Directive within the time frame established for the project. The submission of all preliminary documents or required revisions must also be accomplished within said time frame. Additional time will be given for completion of any revisions and to provide time for billings. Such time to be defined as the performance period. If these time frames are not met, the DEP may refrain from issuing further Work Directives and if a Contractor persists in being late with submittals, the DEP may refuse to renew the Contractor's contract.
- B. The DEP will be responsible for obtaining any necessary rights of entry for purposes of performing field surveys to provide ground control for topographic mapping from aerial photography. The majority of this work should be done in public access areas such as highway right of way, etc. Additionally, any ground surveys will require the Contractor to identify to the DEP any areas requiring access so that the DEP may obtain Right of Entry for those areas.

- C. The work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives. Such inspection will, among other things, ensure compliance. Final inspection and acceptance will be made by the DEP (Project Manager) or authorized representative(s).
- D. In accomplishing services to fulfill the requirements of Work Directives, neither the Contractor nor his Subcontractor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.
- E. Any Contractor shall be ineligible to bid on any aspect of the construction phase of a project if it prepared any part or aided in the preparation of any part of the contract documents for construction.
- F. DEP may retain ten percent (10%) of the Offeror's invoices until such time as the Assistant Director is satisfied that all of the conditions of the contract have been met. The Offeror must be responsible for taking any and all such measures as are necessary to correct any defect(s) arising out of the contract which are proven to be as a result of error(s) in the mapping. Such corrective action(s) shall be performed to the satisfaction of the Assistant Director.

#### V. Cost and Payments

- A. Payment to the contractor will be made on the basis of the items and unit prices outlined in the Purchase Order.
- B. The Offeror shall invoice after the completion of work specified in the Work Directive and after submission of all required work when the performance period is less than thirty (30) days. Invoices may be submitted monthly when the performance period exceeds 30 days. The State may retain 10 percent of each invoice to guarantee that all of the conditions of the contract have been met. This retainage may be held for a period of six (6) months and shall run from the date that construction on a project commences. However, final payment (except for any retainage which may be held) will only be made after all work and reports specified in a Work Directive and this contract are delivered and accepted by the State. All invoices shall show labor, travel, other expenses incurred during the billing period and the work yet to be accomplished. Invoices showing costs not clearly identifiable will not be paid. No payment(s) will be authorized for any work incurred as a result of any error on the part of the Contractor.

#### Section C – Qualification Requirements & Evaluation Factors

I. Offeror Qualification Requirements

The Offeror shall demonstrate the capability of providing topographical, design data and construction surveys in accordance with U.S. National Map Standards. Minimum experience is two (2) years. To the extent possible the Offeror will utilize available aerial photography, aerial topographic maps or enlarged U.S.G.S. topographic maps and the information contained thereon, in lieu of developing maps from field surveys. All survey work described below shall be performed under the direction of a Licensed Land Surveyor, licensed or registered in the State of West Virginia, who will provide certified maps and/or drawings as directed in the specific project Work Directive.

During the performance of this contract, the Contractor agrees to follow and obey all Federal and State Laws and Regulations, etc.

The Offeror must meet the requirements listed below in order to be considered qualified to perform the work designated by this RFQ. Successful Offerors should have the following professional capabilities or staff available at the time of the bid:

- o Licensed Land Surveyor;
- o Competent Field Staff and Survey Crew;
- o Professional Drafting Capabilities;
- o Adequate Computer Aided Design Capabilities (AutoCAD Version Release 17 or Engineer approved alternate);
- o Capacity to process and complete multiple projects within the designated time frames

Vendors must submit the following at the time of bid:

1. Names of individuals performing work including registration/licensing numbers.
2. List of similar projects completed by your firm (included past five (5)).
3. List of similar projects currently working on.
4. Name of Project Manager anticipated for this project.
5. Number of years your company has performed this type of work.

II. The Contractor will be required to have knowledge or experience in the following areas:

A. Development of Topographic Mapping from Field Survey as well as from Aerial Photographs; the use of Subcontractors will be permitted under this contract for aerial photography work.

B. Boundary and Property Surveys;

III. All work prepared under this contract must be performed under the direction and reviewed by a Licensed Land Surveyor and his or her stamp and signature must be affixed to the cover sheet of all contract documents.

- IV. On certain projects the Contractor shall obtain additional umbrella insurance liability coverage for no less than \$ 1,000,000.00 for bodily injury and property damage for each occurrence, and not less than \$ 1,000,000.00 aggregate. This coverage will be over and above the standard insurance coverage required on all projects, which is \$ 1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$ 1,000,000.00 aggregate. Successful bidders will be required to provide a Certificate of Insurance or some form of certified proof that this insurance can be obtained on demand prior to the issuance of this contract. All employees of the Contractor and of Subcontractors engaged in the work of this contract shall be covered by West Virginia Workers' Compensation Insurance. Certificates shall be provided to DEP by the Contractor and Subcontractors showing compliance with the Workers' Compensation Laws of West Virginia.



# **APPENDIX B**

## **Insurance and Workers Compensation Certificate**

**MAPPING SERVICES IN SOUTHERN COUNTIES OF WEST VIRGINIA**

**OPEN END CONTRACT**

**RFQ NUMBER DEP15472**

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**OFFICE OF ABANDONED MINE LANDS AND RECLAMATION**

**CHARLESTON, WEST VIRGINIA**

**E. L. ROBINSON ENGINEERING CO.**

**CHARLESTON, WEST VIRGINIA**



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2010

<b>PRODUCER</b> <b>BB&amp;T-Carson Insurance Services</b> 601 Tennessee Avenue Charleston, WV 25302 304 346-0806	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> <b>E L Robinson Engineering Company</b> 5088 Washington Street, West Charleston, WV 25313	INSURER A: <b>BrickStreet Mutual Insurance Co</b>	<b>12372</b>
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	<b>WC1001657108</b> Includes <b>Employers 23-4-2(d)(2)(ii)</b>	<b>10/01/2010</b> <b>WV Broad Liability of</b>	<b>10/01/2011</b> <b>Form Section WV Code</b>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**Verification of Workers Compensation Insurance**

**CERTIFICATE HOLDER**

**CANCELLATION 10 Days for Non-Payment**

Verification of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Larry D. Kern*

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# **APPENDIX C**

## **Surveying Equipment List**

**MAPPING SERVICES IN SOUTHERN COUNTIES OF WEST VIRGINIA**

**OPEN END CONTRACT**

**RFQ NUMBER DEP15472**

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**OFFICE OF ABANDONED MINE LANDS AND RECLAMATION**

**CHARLESTON, WEST VIRGINIA**

**E. L. ROBINSON ENGINEERING CO.**

**CHARLESTON, WEST VIRGINIA**



## E.L. Robinson Engineering Co. - Surveying and Mapping Equipment List

# Units	Brand	Instrument Model & Type	Age (by year)	Serial Number	Technical Specifications		Mechanical Condition
					Compliant with NGS Standards for 2nd Order (Yes / No)	Compliant with NGS Standards for 3rd Order (Yes / No)	
1	Leica	HDS C10 Laser Scanner	2010	1260075	Yes	Yes	Excellent
1	Trimble	R7 GPS / GNSS Receivers	2008	4726K30346	Yes	Yes	Excellent
1	Trimble	R7 GPS / GNSS Receivers	2008	4821K32120	Yes	Yes	Excellent
1	Trimble	R7 GPS / GNSS Receivers	2008	4821K32124	Yes	Yes	Excellent
1	Trimble	R7 GPS / GNSS Receivers	2008	4821K32125	Yes	Yes	Excellent
1	Trimble	R8 GPS / GNSS System	2008	4607108382	Yes	Yes	Excellent
1	Trimble	R8 GPS / GNSS System	2008	4607108433	Yes	Yes	Excellent
1	Trimble	R8 GPS / GNSS System	2008	4829155908	Yes	Yes	Excellent
1	Trimble	R8 GPS / GNSS System	2008	4831156136	Yes	Yes	Excellent
1	Trimble	S6 1 Sec. Robotic Total Station	2006	92110028	Yes	Yes	Excellent
1	Trimble	S6 3 Sec. Robotic Total Station	2007	92710076	Yes	Yes	Excellent
1	Trimble	S8 1 Sec. Robotic Total Station	2008	98110141	Yes	Yes	Excellent
1	Trimble	TSC2 Survey Controller	2008	SS21A12477	N/A	N/A	Excellent
1	Trimble	TSC2 Survey Controller	2008	SS21A12613	N/A	N/A	Excellent
1	Trimble	TSC2 Survey Controller	2008	SS21A13370	N/A	N/A	Excellent
1	Trimble	TSC2 Survey Controller	2008	SS21A13385	N/A	N/A	Excellent
1	Trimble	TSC2 Survey Controller	2008	SS21A13431	N/A	N/A	Excellent
1	Trimble	TSC2 Survey Controller	2008	SS78C30901	N/A	N/A	Excellent
1	Trimble	TSC2 Survey Controller	2008	SS80C32070	N/A	N/A	Excellent
1	Trimble	Trimble DINI 12 Digital Level, 360 degrees	2004	701640A	Yes	Yes	Excellent
1	Topcon	DL-102C Digital Level	2001	UH0283	No	Yes	Excellent
1	Leica	TCRP 1205 5 Sec. Robotic Total Station	2006	214301	Yes	Yes	Good
1	Allegro	Data Collector/Carlson	2006	32265	N/A	N/A	Good
1	Trimble	HPB450 Radio 35w	2005	6188635	N/A	N/A	Excellent
1	Trimble	HPB450 Radio 35w	2006	6188636	N/A	N/A	Excellent
1	Trimble	HPB450 Radio 35w	2007	6426784	N/A	N/A	Excellent
1	Trimble	HPB450 Radio 35w	2007	6188653	N/A	N/A	Excellent
1	Pacific Crest	PDL Radio	2005	1334515	N/A	N/A	Excellent

\* All ELR Survey equipment is maintained with yearly firmware/software agreements with original manufacturers.

# **APPENDIX D**

## **Key Resumes**

**MAPPING SERVICES IN SOUTHERN COUNTIES OF WEST VIRGINIA**

**OPEN END CONTRACT**

**RFQ NUMBER DEP15472**

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**OFFICE OF ABANDONED MINE LANDS AND RECLAMATION**

**CHARLESTON, WEST VIRGINIA**

**E. L. ROBINSON ENGINEERING CO.**

**CHARLESTON, WEST VIRGINIA**



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**Edward L. Robinson, P.E., P.S.**  
*President*

**Education**

M.S. Civil Engineering  
University of West Virginia, (COGS),  
1981

B.S. Civil Engineering  
West Virginia Institute of  
Technology, 1969

**Registrations**

Registered Professional Engineer in West Virginia, Kentucky, Ohio, Pennsylvania, North Carolina, South Carolina, Virginia, Georgia, Maryland and Colorado.

Registered Professional Surveyor in West Virginia.

**Professional Memberships**

- American Society of Civil Engineers
- National Society of Professional Engineers

**Professional Experience**

Mr. Robinson founded E. L. Robinson Engineering Co. in 1978 with four employees. Initially the firm provided land surveying and land development services.

Under his leadership, E. L. Robinson has entered the new millennium as a multi-disciplined professional services firm that



utilizes the latest technology in the design of highways, bridges, structures, environmental, civil, and geotechnical projects as well as global position satellite surveying, right-of-way, construction inspection and architectural services.

The firm now employs more than 90 engineers, architects, surveyors and support personnel and has been converted to an employee owned company through an Employee Stock Ownership Plan (ESOP).

**Representative Projects**

Engineering Review of the following projects:

- **US Route 52 - Kermit Bypass:** This project consisted of 2.5 miles of four-lane divided highway, 3,000 LF of four-lane access road design, two 4-ramp intersections, one set of twin structures, one single bridge, and 2,900 LF of stream relocation, all of which resulted in 10 million cubic yards of excavation and an estimated total construction cost of \$88 million.
- **Corridor H - Davis to Bismark:** This project consisted of 1.75 miles of four-lane divided highway, one bridge, two at-

grade intersections, and a 6' x 6' concrete box culvert. This project has an estimated total construction cost of \$9 million.

- **Corridor H - Foreman to Moorefield:** This project consisted of 5 miles of four-lane divided highway, almost 3 miles of access road design, a truck escape ramp, one set of twin structures, one single bridge, a box culvert, and naturalized stream design. This project resulted in 10 million cubic yards of excavation and an estimated construction cost of \$75 million.
- **CAMC 33<sup>rd</sup> Street Relocation:** Engineering design and construction management for the relocation of 33<sup>rd</sup> street and site development for a five story clinical teaching facility in Charleston, WV.

### Offices Held

- Current Member of West Virginia University Board of Governors
- Current Chairman of WVUIT Advisory Board
- President of West Virginia Council of Engineering Companies
- Chairman Transportation Committee - WV Association of Consulting Engineers
- State Director of West Virginia Society of Professional Engineers
- President of West Virginia Society of Professional Engineers

- Assistant Treasurer of the American Society of Civil Engineers
- National Director of the ASCE representing WV, NC, SC and VA
- President of West Virginia Section of ASCE

### Honors Awarded

- Honorary PhD, *Doctor of Science* - West Virginia Institute of Technology 2002
- Engineering Entrepreneur of the Year - Ernst & Young, 2001
- National Entrepreneur of the Year Finalist - Ernst & Young, 2001
- Engineer of the Year - American Society of Civil Engineers, 1998
- Engineer of the Year - West Virginia Society of Professional Engineers, 1997
- Alumnus of the Year - West Virginia University Institute of Technology, 1992

# James T. Rayburn, P.S.

## Manager of Surveying

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### Education:

A. S. Mechanical Engineering West Virginia Institute of Technology, 1970

### Registration:

Registered Professional Surveyor in West Virginia and North Carolina

### Professional Experience with E.L. Robinson Engineering:



Mr. Rayburn currently serves as Manager of Surveying for E.L. Robinson Engineering (ELR) and has more than 30 years of Design Surveying and Construction Surveying experience. The responsibilities include management of surveying and control for various design projects, including highways, buildings, and bridges. In addition, Mr. Rayburn manages and performs work consisting of courthouse research for property ownership resolution for the above mentioned project types. This includes preparation of property resolution maps, deed descriptions for property acquisitions required for project plan preparation. Mr. Rayburn has experience in Geodetic Control Surveys, 3D Laser Scanning, Photogrammetric Control, Topographic Surveys, Cemetery Surveys, Boundary Surveys, Construction Stakeout, Subdivision Surveys, along with Hydrographic surveys of river and lake bottoms. A few of the more notable surveying projects performed by ELR under the supervision of Mr. Rayburn, has been the Blennerhassett Bridge Project, 11 continuous miles of Corridor H design surveys, GPS Control for the West Virginia Statewide Mapping and Addressing Board Project, 3D Laser Scan and mapping of the CAMC Parking Garage partial collapse, and 3D Laser Scanning of I64/I77 Retaining Wall for Monitoring.

### Project Experience with E.L. Robinson Engineering:

#### Design Surveys

- **Corridor H (WVDOT) Hardy County, WV:** Lead Surveyor for Design Surveys, Right of Way Staking, etc. for approximately 11 miles of Corridor H in Hardy County, WV. This was for Sections 6 & 7 of Corridor H, both Sections of which are now under construction. Estimated construction cost of \$150 million dollars.
- **WV Route 10 (WVDOT) Logan to Man WV, Logan County, WV:** Lead Surveyor for Design Surveys for a section approximately five miles in length from Man, WV, to Rita, WV, including the Man Bridge. Also provided control surveying for the entire project length of approximately 12 miles. The approximately five mile section of roadway is now under construction at an estimated cost of \$51 million dollars.
- **Blennerhassett Bridge, Corridor D (WVDOT), Wood County, WV:** Lead Surveyor for Design Surveys for this landmark Bridge Project which is now under construction at an estimated cost of \$120 million dollars.
- **James Rumsey Bridge (WVDOT) Potomac River, Shepardstown, WV:** Lead Surveyor for Design Surveys for this Bridge Project which is now completed at an estimated cost \$15.5 million dollars. This project involved working in an environmentally historic area, which adjoined a National Park.
- **US Route 35 (WVDOT) Mason County, WV:** Lead Surveyor for Design Surveys for two Design Sections each approximately 2.5 miles in length from Lower Five Mile Road to Upper Nine Mile Road. Also provided control surveying for the entire US 35 design project length of approximately 22 miles.
- **I64/US35 (WVDOT) I64 to US 34 Crooked Creek, Putnam County, WV:** Lead Surveyor for Design Surveys, Right of Way Staking, etc. for approximately four miles of US 35 including Interstate 64 Ramps

and Flyovers in Putnam County, WV. This included the I-64 Bridges and Flyovers, which is now under construction.

- **ATB-Parrish Road (ODOT) Ashtabula County, Ohio:** Project Design Surveyor for rail grade separation project. Project involved roadway realignment, 900' new bridge, new waterline, storm and sanitary sewers. Project is currently under construction. Estimated construction cost: \$8.6 million.
- **PIC-23-3.21 and Various (ODOT) Pickaway County, Ohio:** Project Design Surveyor for ODOT Project PIC-23-3.21 and Various. Project involves deck replacements along 11 miles of US 23 in Pickaway County. Project includes large diameter culvert liner, interchange upgrade that includes mainline profile correction, ramp reconstruction, and addition of barrier wall and storm drainage. Project is currently under design (90%). Project scheduled for construction in 2007. Estimated construction cost: \$12 million.
- **ATB-90-22.06 (ODOT) Ashtabula County, Ohio:** Project Design Surveyor for Interstate Reconstruction Project. Project includes total pavement replacement, bridge widening, and contra - crossover maintenance of traffic, culvert replacements and storm sewer rehabilitation and sign replacements. Project is currently under design (50%) and scheduled for construction in 2011. Estimated construction cost: \$36 million.

### **Construction Surveys**

- **Corridor D (WVDOT) Wood County, WV:** Lead Surveyor for Highway/Bridge Construction Monitoring surveys for the following segments of Corridor D and related relocation projects:
  - Godbey Athletic Field Relocation Construction
  - Godbey Colt Field and Soccer Field Construction
  - West WV 47 - East WV 47 Highway/Bridge Construction
  - East Buckeye - West Little Kanawha River Highway/Bridge Construction
- **Interstate I-79 Widening and Median Barrier (WVDOT) Harrison County, WV:** Lead Surveyor for construction layout surveys for the widening of I-79 from the Meadowbrook Exit, north to the Jerry Dove Exit approximately three miles in length., as a subcontractor to the prime contractor.
- **CAMC 33<sup>rd</sup> Street Relocation and Building Expansion, Charleston, WV:** Lead Surveyor for construction layout surveys for 33<sup>rd</sup> Street relocation along with ancillary items including sidewalks, drainage and utilities. Also layout surveys for building expansion project.
- **Saturn Dealership, Hurricane, WV:** Lead Surveyor for Saturn Dealership site development and access roads at Hurricane Interchange of Interstate 64.
- **Arch Coal WV Mining Operations:** Lead Surveyor as a subcontractor to Arch Coal operations for Valley Fill construction (Up to 27 Million cubic yard fills), mine haul road layout, drill line staking, and dragline pit layout.

### **Other Professional Experience:**

#### **Cardinal Engineering Co.**

Mr. Rayburn was the President and principal in charge of a small (15 employee) mining engineering and surveying firm. Mr. Rayburn supervised and directed underground and surface mine surveying for many of the larger WV Mining Companies and/or their subcontractors. Also the firm did environmental permitting for mining and construction projects, along with construction management of these projects. Mr. Rayburn performed all types of surface and underground control and check surveys, as well as daily mine spad and take-up surveys. Mr. Rayburn also did mapping of both surface and underground operations. Duties as President included business and financial management, as well as day to day operation and scheduling of operations for the firm.

James T. Rayburn, P.S.  
Chief Surveyor

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**Zapata Coal Corporation**

Duties included surface and deep mine layout and design, responsible charge of survey crews for both underground and surface mine surveys, Underground Check Surveys, manage new construction projects, and aid in preparation of yearly budgets. Mr. Rayburn served one year as Chief Mining Engineer for the entire property (± 27,000 Acres).

**Lester Construction Co., Inc and Black Rock Contracting, Inc.**

Mr. Rayburn was a Construction Forman/Surveyor for steel erection, concrete box culverts and bridges, highway construction, mining related construction, conveyor construction and various excavation projects.

**Various Mechanical Contracting Firms**

Mr. Rayburn was Engineering Technician/Estimator in charge of Estimating Mechanical Construction Projects for competitive bidding, HVAC Design work, Air Systems Balancing Surveys, Contract negotiations, As-built drawings and Maintenance Manual preparation.

**Professional Memberships:**

- American Congress on Surveying and Mapping
- National Society of Professional Surveyors (NSPS)
- West Virginia Association of Land Surveyors, Inc.
- American Society of Civil Engineers
- WV ACEC
- Chair of WV ACEC/WVDOT Surveying Committee
- Governor's Appointment - West Virginia Boundary Commission 2009

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## **John W. Cruikshank**

*Right of Way/Utilities Coordinator*

### **Education**

A.S. Survey Technology  
West Virginia University Institute of  
Technology, 1977

### **Classes**

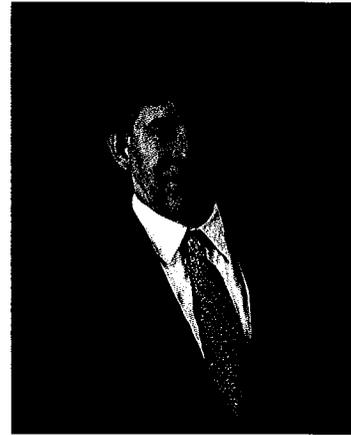
WV Division of Highways - "Right of Way  
Plans - Courthouse to Statehouse"  
workshop

Ohio Department of Transportation - "Right  
of Way Plan Development Training  
Course."

### **Professional Experience**

Mr. Cruikshank is responsible for information pertaining to right-of-way acquisition for highway projects, which includes deed research and correspondence with private and commercial property owners for purpose of development of right-of-way plans associated with property maps. Duties also include preparation of legal descriptions for properties to be purchased for the purpose of highway construction.

He is responsible for coordinating utility activities for highway projects, which includes determining the utilities affected by proposed highway projects and maintaining correspondence with utility owners for the purpose of developing plans for relocation of utilities affected by highway construction.



Mr. Cruikshank has extensive experience in the field of boundary surveys, including deed research, analysis and resolution of boundary locations and preparation of plats and legal descriptions.

He has designed and performed layouts of subdivisions, underground utility relocations, waterline layout, sanitary sewer layout and other types of engineering projects.

### **Representative Projects**

Mr. Cruikshank has supervised the construction layout of the Charleston Town Center Shopping Mall, Mt. Olive State Penitentiary, a \$4.7 million bridge project on the West Virginia Turnpike, additions to CAMC General Hospital, CAMC Memorial Hospital, CAMC Women and Children's Hospital, Thomas Memorial Hospital and the Shell Plant in Apple Grove, WV. He has supervised five monitoring studies for movement of the East Huntington Cable Bridge.

Mr. Cruikshank was an inspector on the Greater St. Albans PSD Sanitary Sewer Project and has performed field surveys for mapping of numerous DEP Reclamation Projects.

Mr. Cruikshank has performed reviews of highway right of way plans prepared by others as part of a review team contracted by the West Virginia Department of Transportation, Division of Highways, and has been directly involved in the development of right of way plans, as part of the prime consultant team or as a sub-consultant to other engineering firms, for the following highway projects:

West Virginia

US 52, Kermit Bypass, Mingo County

Lower Gassaway Bridge Replacement,  
Braxton County

Meadowbrook Road, US 19 End, Harrison  
County

James Rumsey Bridge Replacement,  
Jefferson County, WV and Washington  
County MD

Big Tyler Road, Kanawha County

Gypsy Bridge Replacement, Harrison  
County

Shinnston Bridge Replacement, Harrison  
County

Corridor H, Section 6, Hardy County

Corridor H, Section 7, Hardy County

Corridor H, Davis to Bismark, Hardy  
County

US Route 35, Couch to Little Five Mile,  
Mason County

Ohio

LAW-93C-0.00, Ironton-Russell bridge  
replacement, Lawrence County, Ohio

ATB-Parrish Road, Ashtabula County, Ohio

## **Wendell L. Williams**

*Project Coordinator/Designer*

### **Education**

A.A.S. CAD Technology  
West Virginia State University, 1997

B.A. Board of Regents  
West Virginia University Institute of  
Technology, 1999

### **Registrations**

Surveyor in Training Certification, West  
Virginia, 2003

### **Professional Memberships**

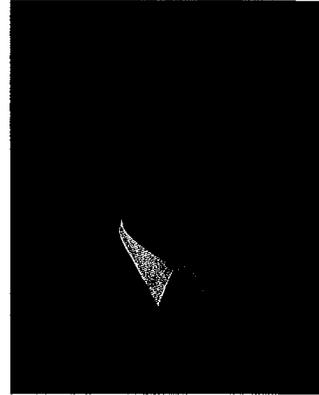
West Virginia Society of Professional  
Surveyors

### **Computer Skills**

AutoCADD, MicroStation, MS Word

### **Professional Experience**

Mr. Williams has been with E.L. Robinson since 1978, drawing from over 28 years of engineering and design experience to bring to your project. Mr. Williams has been utilizing CAD software since 1990 and has attended supplementary training courses and seminars dealing with third party engineering software programs on a regular basis since then. Recently he earned his Surveyor in Training (SIT/FLS) Certification and will sit for his Professional Surveyors



exam very soon. Mr. Williams' project experience includes numerous highway construction projects for the WVDOH, including highway plans, right-of-way plans and bridge construction documents. Also included in his experience is utility design, residential subdivision layout, survey boundary map preparation, parking lot layout and site development documents.

Other administrative responsibilities include reviewing contract plans, scheduling of survey crews, cost estimate proposals and general project coordination. Mr. Williams has also spent a considerable amount of time providing construction administration and observation services for a large dichotomy of representative projects. He has served as construction inspector on various water, sanitary sewer, storm sewer, roadway construction projects. In assisting the Surveying and Right-of-Ways Departments, he often performs survey office calculations, note reduction, plat plotting and courthouse research.

### **Representative Projects**

Throughout his extended career, both in the field and the office, Mr. Williams has been involved in the design, construction and

coordination of over 15 single- and multi-family residential subdivision projects. A few of his subdivision and gated community projects include Centre Court, South Hills; South Gate, South Hills; Quail Pointe, Mink Shoals; Bedford Glen, Charleston; Briar Meadow, Cross Lanes; and Sherwood Forest, South Hills.

Mr. Williams has designed and coordinated the development of commercial property. Some of his projects are Saturn of Hurricane/Charleston, Pizzeria Uno's in Bridgeport, Hurricane Chevrolet, Sleep-Inn, Charleston and WV Air National Guard in Bridgeport.

Among his many responsibilities for these projects were acquiring permits from public and private agencies for new or extended utilities, development of site plans, profiles and construction details, estimation of quantities, coordination with owners and contractors and cost estimates.

# Jack L. Worstell, LSIT

## Survey Party Chief

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### Education

A.S. Survey Technology, Glenville State College, 1983

### Professional Experience

Mr. Worstell has been employed at ELR since 1983. He has primarily served as a survey crew party chief, but also has experience as a CAD technician, survey rodman and GPS technician.

His work experience includes operating various conventional and GPS surveying equipment including robotic total stations, digital levels and RTK GPS receivers.

Mr. Worstell has also performed extensive courthouse research on numerous survey projects and has been responsible for the field work associated with AML projects.

# State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: E. L. ROBINSON ENGINEERING Co.      Signed: 

Date: JUNE 22, 2011      Title: MANAGER OF SURVEYING

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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.

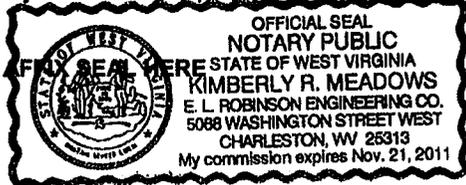
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality 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 exceeds 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.

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

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: E. L. Robinson Engineering Co.

Authorized Signature: \_\_\_\_\_

Date: June 22, 2011State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 22 day of June, 2011.My Commission expires November 21, 2011.

NOTARY PUBLIC