



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
 DEP15789

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 GUY NISBET
 304-558-8802

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
02/24/2012				

BID OPENING DATE: 04/03/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		205-05		
CAD SERVICES IN NORTHERN/SOUTHERN WV (OPEN-END) REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DEPARTMENT OF ENVIROMENTAL PROTECTIO IS SOLICITING QUOTATIONS FROM QUALIFIED VENDORS TO PROVIDE "CAD" SERVICES FOR ABANDONED MINE LAND PROJECTS IN NORTHERN AND SOUTHERN COUNTIES OF WEST VIRGINIA. CAD SERVICES MAY BE REQUIRED PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS AND CONDITIONS, AND ATTACHED BID SCHEDULE. DEP MAY AWARD CONTRACTS TO UP TO FOUR (4) VENDORS INQUIRES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH 3PM ON FRIDAY 16TH OF MARCH, 2012..... QUESTIONS MAY BE SENT VIA: USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. ADDRESS INQUIRES TO: GUY NISBET						

RECEIVED
 2012 APR 12 PM 12:03
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED AI	

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.html 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
DEP15789

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

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
02/23/2012				
BID OPENING DATE: 04/03/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV. 25305 FAX: 304.558.4115 EMAIL: GUY.L.NISBET@WV.GOV EXHIBIT 1 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. 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) SUCCESSIVE ONE (1) YEAR PERIODS. 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		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. 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
DEP15789

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-8802

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 02/23/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/03/2012	BID OPENING TIME 01:30PM			

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUPPLIED ARE OF AN INFERIOR QUALITY OR WITH THE SPECIFICATIONS OF THE BID AND DO NOT CONFORM 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98 EXHIBIT 10</p> <p>REQUISITION NO.: DEP15789</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

SENDING TO REQ. 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
DEP15789

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

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
02/23/2012				

BID OPENING DATE: **04/03/2012** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	20. 1					
	NO. 2					
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;">..... <i>Richard H. Watts</i> SIGNATURE</p> <p style="text-align: right;">..... <i>E.L. Robinson Engineering Co.</i> COMPANY</p> <p style="text-align: right;">..... <i>4/11/12</i> DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

PLEASE TO REC. 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
DEP15789

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-8802

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 02/23/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/03/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: GN-23 RFQ. NO.: DEP15789 BID OPENING DATE: 04/03/2012 BID OPENING TIME: 1:30PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-776-6426 CONTACT PERSON (PLEASE PRINT CLEARLY): Richard Watts		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____

ADDRESS CHANGES TO BE NOTED ABOVE

FOR REQ. 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
DEP15789

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-8802

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 02/23/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/03/2012	BID OPENING TIME 01:30PM			

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						
<p>***** THIS IS THE END OF RFQ DEP15789 ***** TOTAL:</p>						<p><u>90,000.00</u></p>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Richard W. Watts* TELEPHONE: **304-776-7473** DATE: **4/3/12**

TITLE: *Project Manager* FEIN: **55-0594633** ADDRESS CHANGES TO BE NOTED ABOVE

FOR REQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**CAD SERVICES OPEN-END CONTRACT
NORTHERN & SOUTHERN COUNTIES OF WEST VIRGINIA
DEP15789**

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 Abandoned Mine Land Project Drawings consisting of cover sheets, existing conditions, reclamation plan, cross sections, profiles and details. In addition, services requested will include the performance of area, linear and volume calculations for the purpose of DEP engineering design. All work will be under the direction of, reviewed and signed by a DEP professional engineer. The work to be performed under the direction of the DEP engineer will be accomplished by exchange of electronic drawings as well as plotted copies, in addition to meetings on site or at an office location. The Offeror will provide CAD Operator(s) to complete these tasks under the review of a DEP engineer.

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 both the northern and southern coalfields across the entire State of West Virginia. Projects will be coordinated with engineers from the DEP offices located in Philippi, Oak Hill and Charleston.

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 a meeting to discuss the proposed project scope. DEP will provide base topographical mapping for the project and access to standard drawing formats and details. Upon completion of the meeting 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. Periodic site visits with the DEP may be required.

IV. Delivery

- A. The Offeror shall prepare, submit and deliver all drawings and/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 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).
- C. 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.
- D. 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.

- E. 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 senior level CAD services.

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:

- Professional Computer Aided Drafting Capabilities;
- Minimum eight (8) years CAD experience;

- Must demonstrate that employee (s) designated have participated in preparation of drawings on a minimum of five (5) AML Reclamation Projects;
- Adequate Computer Aided Design Capabilities (AutoCAD Version Release 17 or Engineer approved alternate);
- 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 years of CAD experience.
2. List of similar projects completed by your firm and each individual offered in this RFQ (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 AML Project drawings including cover sheet, existing conditions, reclamation plan, grading and drainage layout, details and profiles.

III. All work prepared under this contract will be performed under the direction and reviewed by a Professional Engineer employed by the DEP and his or her stamp and signature will 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.

*DEP may award contracts to up to four (4) vendors.

**CAD SERVICES (OPEN-END CONTRACT)
 NORTHERN & SOUTHERN COUNTIES OF WV
 DEP15789
 BID SCHEDULE**

The DEP reserves the right to request additional and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

Item No.	Quantity	Description	Unit Price	Amount
1.0	1200 Hours	CAD Operator	\$ 75.00	\$ 90,000.00
TOTAL				\$ 90,000.00

*These are estimated quantities for bidding purposes only.

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: _____

4/3/12

Title: _____

Project Manager

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

RFQ No. DEP 15789

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.

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: [Signature] Date: 4/3/12

State of West Virginia

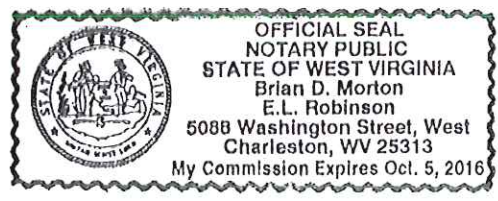
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of April, 2012.

My Commission expires October 5, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]





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
DEP15789

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

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

VENDOR

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

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/03/2012				

BID OPENING DATE: 04/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM ISSUED TO DISTRIBUTE THE Q&A'S SUBMITTED DURING THE QUESTION PERIOD AND TO MOVE THE BID OPENIN DATE.		
				BID OPEN CHANGED FROM: 04/03/2012 TO: 04/12/2012		
				EXHIBIT 10		
				REQUISITION NO.: DEP15789		
				ADDENDUM ACKNOWLEDGEMENT		
				I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S:		
				NO. 1		
				NO. 2		
				NO. 3		
				NO. 4		
				NO. 5		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------



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
DEP15789

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

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
04/03/2012				

BID OPENING DATE: 04/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Richard W. Watts</i> SIGNATURE <i>E. L. Robinson Engineering Co.</i> COMPANY <i>4/11/12</i> DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO.1</p>						
0001	1	JB		205-05		
CAD SERVICES IN NORTHERN/SOUTHERN WV (OPEN-END)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Richard W. Watts</i>	304-776-7473	4/11/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Project manager	55-0594633	



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
 DEP15789

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 GUY NISBET
 304-558-8802

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
04/03/2012				

BID OPENING DATE: 04/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEP15789 ***** TOTAL:						<u>90,000.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard W. Watts</i>	TELEPHONE 304-776-7473	DATE 4/11/12
TITLE Project Manager	FEIN 55-0594633	ADDRESS CHANGES TO BE NOTED ABOVE

DEP 15789 – Addendum #1
CAD Services in Northern / Southern WV (Open-Bid)

Question #1:

Preface: Your RFQ only requests unit rates for CAD Operator. Under Section B Item V. B. of the RFQ, you state that invoices will include labor, travel and other expenses incurred.

Question: Will these items be acceptable in addition to the unit rates as provided by the Contractor in the RFQ?

Answer: **No**

Question: Will travel be billed at the unit rates for travel time and will mileage be an additional accepted invoice amount?

Answer: **No**

Question: Will the cost of materials (prints, CDs, etc.) be accepted invoice amounts?

Answer: **No. Unit Rate includes all of the above incidentals.**

Question #2:

Preface: Section C Item IV requires the Contractor to obtain additional umbrella Insurance liability coverage for no less than \$1,000,000.00.
 Section A Scope of Work states all work to be performed will be under the direction of, reviewed and signed by (sic) a DEP professional engineer.
 Section A Item IV C states 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.

Question: What is the need for this additional coverage? Is it meant to be Professional Liability Insurance or additional coverage when the CAD Operator may be on a job site?

Answer: **Professional Liability**

Statement: The professional liability for the final product will be under the coverage of the Professional Engineer responsible for the Project and end product.

DEP 15789 – Addendum #1 – Page 2
CAD Services in Northern / Southern WV (Open-Bid)

Question #3:

Preface: Section B Item IV E. states 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. Section B Item III B. states DEP will provide base topographical mapping for the project.

Question: How can the CAD Operator be responsible for data provided to them which may be faulty and for which the CAD Operator can not verify or warrant correctness? Does taking all such measures as are necessary to correct any defects require surveying services to ascertain correctness of the data supplied by DEP? Would such surveying services be acceptable invoice items?

Answer: **Delete statement from Section B Item IVE.**

Question #4:

Preface: Section B Item IV.E. states that 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.

Question: As this contract is subject to Work Directives, does this retainage pertain to each Work Directive or the total contract? As other WV State Agencies have modified the percentage of retainage, is the 10% number subject to negotiation or a hard fixed item?

Answer: **Language says "May". DEP does not intend to retain a percentage of the invoice.**

Question #5:

Preface: Section B Item IV.A. states the Offeror shall prepare... within the time frame established for the project.

Question: Is the time frame a unilateral decision by the DEP or is it established in conjunction with the Contractor prior to executing a Work Directive?

Answer: **The time frame is negotiated; however, DEP will make final decision on time frame.**



E.L. ROBINSON
ENGINEERING

T: 304.776.7473
F: 304.776.6426

elrobinsonengineering.com

5088 Washington St. West
Charleston, WV 25313

April 11, 2012

West Virginia Department of Environmental Protection
Office of AML & R
601 57th Street
Charleston, WV 25304

Attn: Eric J. Coberly, P.E., Chief

Re: CAD Services in Northern/Southern WV
DEP15789

Dear Mr. Coberly:

E. L. Robinson Engineering Co. (ELR) is pleased to submit this proposal in response to your request to perform CAD services associated with the design of Abandoned Mine Land projects located in northern and southern West Virginia.

We have completed plans and specifications for numerous reclamation and waterline projects for WVDEP/AML over twelve years. We have descriptions of some of these projects in the attached proposal. Please note that the majority of staff that worked on these projects are still with ELR.

We have the capability to perform CAD services on multiple projects at one time with our current staff. We are currently utilizing AutoCad 2009, which is Release 23, and are in the process of upgrading to AutoCad 2013, Release 27.

E. L. Robinson has Corporate experience in designing nearly fifty (50) abandoned mine land remediation projects, as well as personal experience on approximately one hundred sixty-eight (168) AML projects. This number does not include the numerous surveying/mapping/drilling projects which we have also performed over many years.

E. L. Robinson Engineering Co. has grown from 13 employees in 1996 to over 80 employees today. Throughout this growth period we have continued to meet project deadlines while providing a high quality engineering product.

Our office location in Charleston is centrally and conveniently located in respect to the WVDEP offices and projects in both the north and the south.

Richard Watts would serve as the E. L. Robinson Project Manager for this contract.

We at E.L. Robinson Engineering Co. look forward to serving your agency under this contract. If you have any questions or need clarification, please feel free to contact me at (304) 776-7473.

Sincerely,
E. L. Robinson Engineering Co.
By:



Richard W. Watts, P.G.
Project Manager

CAD Personnel

Personnel would be utilized primarily in the following order depending upon required workload:

1. Gary Workman – 22 years of CAD Experience

Last 5 Projects: 68 AML projects
Thorpe Refuse Pile
Cartright Branch Refuse Pile
Shinnston-Lumberport Subsidence
Newtown/Kinder Portals
Gordon C Refuse Pile

2. John Kelly – 13 years of CAD Experience

Last 5 Projects: 60 AML projects
Thorpe Refuse Pile
Cartright Branch Refuse Pile
Shinnston-Lumberport Refuse Pile
Newtown/Kinder Portals
Gordon C Refuse Pile

3. Wendell Williams - 18 years of CAD Experience

Last 5 Projects: 7 AML projects
Jacobs Fork Complex
Rhodell Refuse and Portals
Browns Creek #10
Bull Run #35
Jeffrey Mine Complex

4. Ivan Gillispie – 20 years of CAD Experience

Last 5 Projects: 7 AML projects
Camp Creek Waterline
Browns Creek #10
Bull Run #35
Securo Mine Drainage
Pigeon Creek Waterline

5. Todd Garnes – 10 years of CAD Experience

Last 4 Projects: 4 AML projects
Morrisvale/Cameo/Big Horse Creek Waterline
Danese PSD Waterline
New Haven Waterline
Adkins Landslide

List of Current AML Projects

1. Abney Refuse Piles – 10% complete
2. Cartright Branch Refuse Pile – 90% complete
3. Thorpe Refuse Pile – 99% complete
4. Newtown/Kinder Portals – 95% complete



12A Abandoned Mine Land Reclamation Experience

Project: **Jacob's Fork Complex**
Boone County, WV
Year: 2008-2009
Client: WVDEP-AML
Charleston, WV
Description: Field surveying and mapping, subsurface investigation, design work for mine seals, drainage, and reclamation.

Project: **Rhodell Refuse & Portals**
Wyoming County, WV
Year: 2008
Client: WVDEP-AML
Charleston, WV
Description: Performed survey, drilling, design for refuse and spoil regarding and mine drainage control.

Project: **Gilmer B Site 3.8**
Gilmer County, WV
Year: 2008
Client: WVDEP-AML
Charleston, WV
Description: Performed survey, drilling, design for refuse and spoil regarding and mine drainage control.

Project: **Gouge Landslide Emergency**
Scott Town, OH
Year: September 2007
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed site survey, drilling and prepared landslide abatement design.

Project: **Brown Landslide Emergency**
Rayland, OH
Year: August 2007
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed site survey and prepared landslide abatement design.



12A Abandoned Mine Land Reclamation Experience

Project: **Rodgers Subsidence Emergency**
Wellston, OH
Year: January 2007
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed site survey and prepared subsidence abatement design.

Project: **McAdams Subsidence Emergency**
Stark County, OH
Year: April 2006
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed investigation and prepared report of findings.

Project: **Athens Rt. 13 Refuse Fire Emergency**
Athens County, OH
Year: March 2006
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed site survey, prepared abatement design and monitored on site construction for fire extinguishment.

Project: **Toney Fork Landslide Emergency**
Boone County, WV
Year: February 2006
Client: WVDEP-AML
Charleston, WV
Description: Performed site survey, drilling and prepared plans and specifications to stabilize an emergency landslide area.



12A Abandoned Mine Land Reclamation Experience

Project: Cox Refuse Fire Emergency
Gallia County, OH
Year: December 2005
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed abatement design for fire extinguishment.

Project: Lavender Refuse Fire Emergency
Meigs County, OH
Year: November 2005
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed abatement plan and monitored construction.

Project: Goetz Subsidence Emergency
Columbiana County, OH
Year: November 2005
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed investigation and prepared report of findings.

Project: Adkins Landslide Emergency
Gallia County, OH
Year: December 2005
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed surveying, drilling, landslide abatement and construction monitoring.

Project: North Matewan (Sipple Drainage)
Mingo County, WV
Year: February 2005
Client: WVDEP-AML
Description: Performed surveying, drilling and design for drainage project abatement.



12A Abandoned Mine Land Reclamation Experience

Project: Phalen Landslide Emergency
Martins Ferry, OH
Year: January 2005
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed site surveying and landslide abatement design.

Project: Baisden Subsidence Emergency
Jackson, OH
Year: January 2005
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed drilling to develop subsidence abatement solutions.

Project: Parsons Landslide Emergency
New Philadelphia, OH
Year: December 2004
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed site review and report concerning landslides relation to mining and potential solutions.

Project: Treadway Landslide Emergency
Rayland, OH
Year: October 2004
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed site surveying, drilling and landslide abatement design.

Project: Big Creek "C" Refuse
Logan County, WV
Year: July 2004
Client: WVDEP-AML
Description: Performed surveying and drilling for design.



12A Abandoned Mine Land Reclamation Experience

Project: **Imboden Landslide Emergency**
Rutland, OH
June 2004
Year: ODNR-AML
Client: 1855 Fountain Square
Columbus, OH
Description: Performed drilling and surveying to develop landslide abatement solutions and cost estimates.

Project: **Titus Road Landslide Emergency**
Rutland, OH
June 2004
Year: ODNR-AML
Client: 1855 Fountain Square
Columbus, OH
Description: Performed surveying, drilling and prepared plans and specifications to stabilize and emergency landslide area.

Project: **Jefferson County Road 26 Landslide Emergency**
Winterville, OH
May 2004
Year: ODNR-AML
Client: 1855 Fountain Square
Columbus, OH
Description: Performed surveying, drilling and prepared plans and specifications to stabilize and emergency landslide area.

Project: **Charleston Romeo Landslide**
Kanawha County, WV
May 2004
Year: WVDEP-AML
Client: Performed surveying, drilling and design of landslide abatement.
Description:



12A Abandoned Mine Land Reclamation Experience

Project: Roush Landslide Emergency
Pomeroy, OH
Year: March 2004
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Prepared plans and specifications to stabilize an emergency landslide area.

Project: Lewis Landslide Emergency
Pomeroy, OH
Year: March 2004
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Performed surveying, drilling, prepared plans and specifications to stabilize an emergency landslide area, and provided construction monitoring.

Project: Moran Subsidence
Clinton, OH
Year: January 2004
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Prepared plans and specifications to stabilize an emergency subsidence area.

Project: Ron Bobar Subsidence
Flushing, OH
Year: January 2004
Client: ODNR-AML
1855 Fountain Square
Columbus, OH
Description: Investigation and report of an emergency subsidence area.



12A Abandoned Mine Land Reclamation Experience

Project: **Gooney Otter Refuse**
Wyoming County, WV
Year: January 2004
Client: WVDEP-AML
Description: Performed surveying, drilling and site design for refuse regarding project.

Project: **Chapmanville (Gorby) Mine Blowout**
Logan County, WV
Year: December 2003
Client: WVDEP-AML
Description: Performed surveying, drilling and design of landslide regrading and retaining wall design.

Project: **Tuppers Creek (Layne) Landslide**
Kanawha County, WV
Year: July 2003
Client: WVDEP-AML
Description: Performed surveying, drilling and design of landslide abatement.

Project: **Maidsville (Tennant) Landslide**
Monongalia County, WV
Year: February 2003
Client: WVDEP-AML
Description: Performed surveying, drilling and design of landslide abatement.

Project: **Whittington Hill (Walker Landslide)**
Kanawha County, WV
Year: June 2002
Client: WVDEP-AML
Description: Performed surveying, drilling and design for an emergency landslide.



12A Abandoned Mine Land Reclamation Experience

Project: Minden Refuse Pile Reclamation Project
Fayette County, WV
Year: September 2001
Client: WVDEP-AML
Description: Performed surveying and design for emergency project to upgrade drainage control.

Project: Jeffrey Mine Complex Reclamation Project
Boone County, WV
Year: July 2001
Client: WVDEP-AML
Description: Performed surveying and design regrading refuse.

Project: Hot Coal Reclamation Project
Raleigh County, WV
Year: October 2000
Client: WVDEP-AML
Charleston, WV
Description: Performed surveying and design for regrading refuse.

Project: Bull Run #27
Preston County, WV
Year: October 2000
Client: WVDEP-AML
Description: Performed surveying and design for regrading refuse.

Project: Rich Fork (Thaxton) Landslide
Kanawha County, WV
Year: July 2003
Client: WVDEP-AML
Description: Performed surveying, drilling and design of landslide abatement.

Project: Maidsville (Tennant) Landslide
Monongalia County, WV
Year: February 2003
Client: WVDEP-AML
Description: Performed surveying, drilling and design of landslide abatement.



12A Abandoned Mine Land Reclamation Experience

Project: Whittington Hill (Walker Landslide)
Kanawha County, WV
Year: June 2002
Client: WVDEP-AML
Description: Performed surveying, drilling and design for an emergency landslide.

Project: Minden Refuse Pile Reclamation Project
Fayette County, WV
Year: September 2001
Client: WVDEP-AML
Description: Performed surveying and design for emergency project to upgrade drainage control.

Project: Jeffrey Mine Complex Reclamation Project
Boone County, WV
Year: July 2001
Client: WVDEP-AML
Description: Performed surveying and design regrading refuse.

Project: Hot Coal Reclamation Project
Raleigh County, WV
Year: October 2000
Client: WVDEP-AML
Charleston, WV
Description: Performed surveying and design for regrading refuse.

Project: Bull Run #27
Preston County, WV
Year: October 2000
Client: WVDEP-AML
Description: Performed surveying and design for regrading refuse.



12A Abandoned Mine Land Reclamation Experience

Project: Riffe Branch Impoundment
Fayette County, WV
Year: June 2000
Client: WVDEP-AML
Description: Performed surveying and design for regrading refuse and drainage control.

Project: Ven's Run Landslide
Harrison County, WV
Year: September 1999
Client: WVDEP-AML
Description: Performed surveying and design for regraded landslide area.

Project: Fickey Run
Preston County, WV
Year: September 1999
Client: WVDEP-AML
Description: Performed surveying and design for refuse and spoil regrading and drainage control.

Project: Bull Run #35
Year: July 1999
Client: WVDEP-AML
Description: Performed surveying and design for refuse and spoil regrading.

Project: Securro Mine Drainage Site 1 & 2
Fairmont, WV
Year: July 1998
Client: WVDEP-AML
Description: Performed surveying and design for mine drainage system.

Project: Brown's Creek #10 Reclamation Project
Year: 1997
Client: WVDEP-AML
Description: Performed surveying and design for refuse regrading and mine seal installation.

Richard W. Watts

Project Manager/Geologist

Education

B.S.in Geology, Marshall University,
1977 M.S.in Geography, Marshall University,
1994

Professional Registrations

Registered Professional Geologist, Kentucky,
1993, No.159 Certified Professional
Geologist, Virginia, 1992, No.856

Professional Memberships

Geological Society of America Association of
Engineering Geologists

Teaching Experience

Instructor, 1998 - Marshall University
Engineering Geology Program - Soil and
Rock Mechanics

Professional Experience

Mr. Watts has more than 31 years of
experience in providing consulting services
as a senior geologist. He has also served as
project manager on numerous projects.

Mr. Watts is primarily an engineering
geologist whose range of project experience
has encompassed numerous projects
concerning geologic investigation, rock and
soils engineering, landslides, land
reclamation, forensic damage investigations,
hydrogeology and the coal industry.



He has performed hundreds of slope stability
analyses for landslides and other projects
involving the design of stable slopes. In
addition, he has performed several studies
involving landslide prediction to aid clients in
land use and safety planning. Projects
involving rock slope stability have included
the analysis of the stability of high rock cuts for
surface mining operations and highways.

Geotechnical experience has included
numerous projects involving soils,
foundations, landfills and damage studies.
These projects have encompassed such areas as
pile driving, caisson installation, earth fill
placement, subsurface exploration, site
reconnaissance, grout and concrete placement
and quality control.

AML and Coal Industry Projects:

Work on more than 100 Abandoned Mine
Land Reclamation projects, including:

- Mine subsidence, refuse piles and
draining mine portals.
- Coal seam mineability studies.
- Coal refuse embankment and slurry
pond design.
- Coal permitting, exploration and drill
log correlations.
- Roof and floor studies and pillar
strength evaluations.