



T: 304.776.7473  
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5088 Washing Street W  
Charleston, WV 25313

elrobinsonengineering.com

October 27, 2015

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  
CRFQ 0313 DEPI600000016**

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 CRFQ 0313 DEPI600000016 by the State of West Virginia, Department of Administration Purchasing Division Document dated October 5, 2015.

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

10/29/15 12:57:24  
WV Purchasing Division

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

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



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**MAPPING SERVICES IN SOUTHERN WEST VIRGINIA**

**CRFQ 0313 DEP1600000016**

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**OFFICE OF ABANDONED MINE LANDS AND RECLAMATION**

**CHARLESTON, WEST VIRGINIA**

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

**CHARLESTON, WEST VIRGINIA**

## 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 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.

## **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 35 years ago, still with ELR providing wealth of experience.
- All CADD Software is the current release, however mapping can be saved to backward compatible software releases.
- Added numerous CADD technicians over the years.

### **Subcontractors**

- ELR typically utilizes Henderson Aerial Surveys 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.**

- Over 100 AML Projects completed in WV since the mid 1980's.
- E. L. Robinson has been completing AML Designs since 1996.
- 15 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)
- 150 + 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.***

# **APPENDIX A**

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

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

**CRFQ 0313 DEP1600000016**

**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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**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

E. L. Robinson Engineering Co.

(Company)

  
(Authorized Signature) (Representative Name, Title)

Ph (304) 776-7473 Fax (304) 776- 6426 October 27, 2015

(Phone Number) (Fax Number) (Date)





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

**State of West Virginia  
 Request for Quotation**

Proc Folder: 133225

Doc Description: Addendum 01: Mapping Services in Southern West Virginia

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-05	2015-10-29 13:30:00	CRFQ 0313 DEP1600000016	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

E. L. Robinson Engineering Co.  
 5088 Washington Street West  
 Charleston, WV 25313  
 (304) 776-7473

**FOR INFORMATION CONTACT THE BUYER**

Beth Collins  
 (304) 558-2157  
 beth.a.collins@wv.gov

Signature X

FEIN # 102419499

DATE Oct. 27, 2015

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

**Addendum No. 01**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To delete line 4 on the commodity lines for 'Mobile Scanner' this line was added in error.
2. To upload the correct General Terms and Conditions.

The bid opening date will remain the same of October 29, 2015 at 1:30 PM, EST

No other changes.

**CRFQ**  
 THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR AN OPEN END CONTRACT FOR MAPPING SERVICES IN THE SOUTHERN COUNTIES OF WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS AND DOCUMENTATION.

VOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Control Surveying	600.00000	HOUR	\$70.00	\$42,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

Quantities are estimated and are for bidding purposes only, these are not guaranteed.

VOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Topographic, Planimetric and Check Surveying	1800.00000	HOUR	\$70.00	\$126,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

Quantities are estimated and are for bidding purposes only, these are not guaranteed.

TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON US	WV25304	ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON US	WV 25304

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Terrestrial LIDAR Collection	600.00000	HOUR	\$95.00	\$57,000.00

Comm Code	Manufacturer	Specification	Model #
81151601	Leica	Scanstation	C10 and/or HDS 7000

**Extended Description :**  
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON US	WV25304	ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON US	WV 25304

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Mobile Scanner	300.00000	HOUR	See Addendum 1	

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**  
Line is inactive.  
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

VOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON US	WV25304	ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON US	WV 25304

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Topographic Mapping - Aerial Photography (0-25 Acres)	15.00000	ACRE	\$178.00	\$2,670.00

Comm Code	Manufacturer	Specification	Model #
81151601	Microsoft Leica	Digital Camera LiDAR Sensor	UCX ALS70

**Extended Description :**

(including LIDAR Collections)List only one rate for each category.  
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

SHIP TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Topographic Mapping - Aerial Photography (25-50 Acres)	30.00000	ACRE	\$94.00	\$2,820.00

Comm Code	Manufacturer	Specification	Model #
81151601	Microsoft Leica	Digital Camera LiDAR Sensor	UCX ALS70

**Extended Description :**

(including LIDAR Collections)List only one rate for each category.  
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

SHIP TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Topographic Mapping - Aerial Photography (50-100 Acres)	75.00000	ACRE	\$46.00	\$3,450.00

Comm Code	Manufacturer	Specification	Model #
81151601	Microsoft Leica	Digital Camera LiDAR Sensor	UCX ALS70

**Extended Description :**

(including LIDAR Collections)List only one rate for each category.  
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Topographic Mapping - Aerial Photography (Over 100 Acres)	125.00000	ACRE	\$30.00	\$3,750.00

Comm Code	Manufacturer	Specification	Model #
81151601	Microsoft Leica	Digital Camera LiDAR Sensor	UCX ALS70

**Extended Description :**  
(including LIDAR Collections)List only one rate for each category.  
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Licensed Land Surveyor	600.00000	HOUR	\$75.00	\$45,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**  
Professional Rates (Listed Disciplines Only)  
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Survey Manager	1200.00000	HOUR	\$45.00	\$54,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

Professional Rates (Listed Disciplines Only)

Quantities are estimated and are for bidding purposes only, these are not guaranteed.

FROM		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON US	WV25304	ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON US	WV 25304

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Mapping/CAD Technician	2400.00000	HOUR	\$45.00	\$108,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

Professional Rates (Listed Disciplines Only)

Quantities are estimated and are for bidding purposes only, these are not guaranteed.

FROM		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON US	WV25304	ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON US	WV 25304

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Travel Per Diem (Rate/Person)Day)	125.00000	EA	\$75.00	\$9,375.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :**

Applicable to Survey Crews Only

Quantities are estimated and are for bidding purposes only, these are not guaranteed.

**Grand Total of Line Items = \$454,065.00**

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Tech Question Submittal Deadline at 5:00 PM	08-10-02

<b>DEP1600000016</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 01: Mapping Services in Southern West Virginia	<b>Page 7</b> <b>of 7</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ DEP1600000016**

**Addendum Number: 01**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To delete line 4 on the commodity lines for 'Mobile Scanner' this line was added in error.
2. To upload the correct General Terms and Conditions.

The bid opening date will remain the same of October 29, 2015 at 1:30 PM, EST

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



# ATTACHMENT A

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on contract award and extends for a period of 1 Year year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 3 successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- Commercial General Liability Insurance:** In the amount of \_\_\_\_\_  
\$1,000,000.00 or more.

- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

- \$1,000,000.00 Professional Liability

- \$1,000,000.00 Auto Liability

- \$2,000,000.00 Aggregate

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
29. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents



to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States

and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: \_\_\_\_\_**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

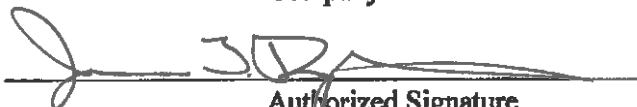
**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

\_\_\_\_\_  
E. L. Robinson Engineering Co.  
Company

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

\_\_\_\_\_  
October 27, 2015  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

# 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 Vendor Preference, if applicable.

**1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**


- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: October 27, 2015

Title: Manager of Surveying

# **APPENDIX B**

## **Insurance and Workers Compensation Certificate**

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

**CRFQ 0313 DEP1600000016**

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**OFFICE OF ABANDONED MINE LANDS AND RECLAMATION**

**CHARLESTON, WEST VIRGINIA**

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

**CHARLESTON, WEST VIRGINIA**







# **APPENDIX C**

## **Surveying Equipment List**

**MAPPING SERVICES IN SOUTHERN COUNTIES OF WEST VIRGINIA**  
**CRFQ 0313 DEP1600000016**

**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)	
E.L. Robinson Engineering Co.							
1	Leica	HDS C10 Laser Scanner	2010	1260075	Yes	Yes	Excellent
1	Leica	HDS 7000 Phase Scanner	2011	3121	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	TSC3 with Trimble Access	2011	RS09C01675	N/A	N/A	Excellent
1	Trimble	TSC3 with Trimble Access	2012	RS0DC06306	N/A	N/A	Excellent
1	Trimble	Trimble DiNi 12 Digital Level, 360 degrees	2004	701640A	Yes	Yes	Excellent
1	Leica	TS15 I 3" R1000 Total station w. cam, PS	2011	1612725	Yes	Yes	Excellent
1	Leica	Viva TPS (TS15+CS10/15) controller	2011	2501578	Yes	Yes	Excellent
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**

**CRFQ 0313 DEP1600000016**

**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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# 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 31 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 ( $\pm$  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

## **Russell Hill**

### **Survey Party Chief**

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#### **Education**

High School, 1978

#### **Professional Experience**

Mr. Hill has vast experience in all facets of surface and underground surveying. He has many years experience surveying for surface coal mines for production and reclamation. He also has worked on many of ELR's highway and bridge projects.

#### **Employment History**

Guyan Machine Company, Draftsman, 1976-1980

Appalachian Surveying, Draftsman and Survey Rodman, 1978-1981

Westmorland Coal Company, Underground Coal Miner, 1981-1983

Appalachian Surveying, Permit Technician, Survey Technician and Survey Rodman, 1983-1990

Island Creek Coal Company, Coal Mine Permitting, 1989-1990

Cardinal Engineering, Chapmanville, WV, GPS Survey Technician, Survey Party Chief and Survey Transit Man, 1990-1999

E.L. Robinson Engineering Co., Chapmanville, WV, GPS Survey Technician, Survey Party Chief and Survey Transit Man, 1999-Present



## **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.



## **Frank Ellison**

### **Survey Party Chief**

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#### **Education**

Pineville High School, 1981

#### **Professional Experience**

Mr. Ellison has vast experience in all facets of surface and underground surveying. He has many years experience surveying for surface coal mines for production and reclamation. He also has worked on many of ELR's highway and bridge projects.

#### **Employment**

Cardinal Engineering, Chapmanville, WV, GPS Survey Technician, Survey Party Chief and Survey Transit Man, 1985-1999

E.L. Robinson Engineering Co., Chapmanville, WV, GPS Survey Technician, Survey Party Chief and Survey Transit Man, 1999-Present



# John W. Cruikshank

## Senior Technician

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### Education

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

### Professional Experience

Mr. Cruikshank is responsible for information pertaining to right-of-way acquisition for highway and infrastructure 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 and infrastructure construction.



He is responsible for coordinating utility activities for highway and infrastructure projects, which includes determination of utilities affected by proposed highway and infrastructure projects, as well as the field location of these utilities. He maintains correspondence with utility owners for the purpose of developing plans for relocation of utilities affected by highway and infrastructure construction.

He has completed survey assignments for waterline, sanitary sewer, highway, infrastructure, gas line, electrical line, railroad layout, boundary surveys, and other engineering projects.

He has supervised the construction layout of the Charleston Town Center Shopping Mall, as well as a \$4.7 million bridge project on the West Virginia Turnpike. He has designed and performed layouts of subdivisions, underground utility relocations, Mt. Olive State Penitentiary, additions to CAMC Hospital, Thomas Memorial Hospital as well as the Shell Plant in Apple Grove, WV.

Mr. Cruikshank has been the inspector on the Greater St. Albans PSD Sanitary Sewer Project, and has supervised five monitoring studies for movement of the East Huntington Cable Bridge as well as performed field surveys for mapping of numerous DEP Reclamation Projects. Mr. Cruikshank has performed earthwork calculations on

# **John W. Cruikshank**

## **Senior Technician**

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several site development, highway and infrastructure projects. He has extensive experience in performing courthouse research.

Mr. Cruikshank has completed the West Virginia Division of Highway "Right of Way Plans - Courthouse to Statehouse" workshop and the West Virginia Division of Highway "Property Description" workshop. He has also completed the Ohio Department of Transportation "Right of Way Plan Development Training Course" and worked on the development of right of way plans and preparation of legal descriptions for LAW-93C-0.00, Ironton-Russell bridge replacement project, Lawrence County, Ohio and ATB-Parrish Road, Ashtabula County, Ohio.

# Richard W. Mays

Senior Technician

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## Education

West Virginia Institute of Technology, Montgomery, WV,  
(1992-1994) pursued Civil Engineering Degree

Southern West Virginia Community and Technical  
College, Logan, WV, (1991-1992) pursued general studies

## Professional Experience

Mr. Mays has been an Engineering/CAD technician for E.L. Robinson Engineering Co. in Cross Lanes, WV, since January 2000. His duties include:

- Performing 3D-laser scans for highway projects,
- Creating CAD models from 3D-laser scan data,
- Reducing survey field notes,
- CAD drafting for highway and bridge design projects,
- Plotting and adjusting of deeds in Microstation and AutoCAD formats,
- Preparing right of way plans,
- Performing as GPS survey technician and GIS technician,
- Creating realistic photo renderings for various projects,
- Computer repair and maintenance, and
- Performing as a computer network technician for Cross Lanes and Chapmanville offices.

He also has experience in layout/ design of valley fills and surface mine reclamation as well as maintaining surface mine pit maps.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: E. L. Robinson Engineering Co.

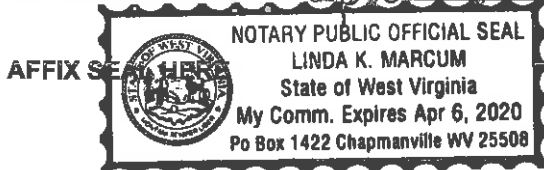
Authorized Signature: [Signature] Date: October 28, 2015

State of West Virginia

County of Logan, to-wit:

Taken, subscribed, and sworn to before me this 28 day of October, 2015.

My Commission expires April 06, 2020, 20  .



NOTARY PUBLIC [Signature]