

**EXPRESSION OF INTEREST
ENGINEERING DESIGN AND
CONSTRUCTION MONITORING SERVICES
KEATON BRANCH COMPLEX PROJECT
RALEIGH COUNTY, WEST VIRGINIA**

Prepared for:

PURCHASING DIVISION
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

Prepared by:

ENGINEERING & TESTING 2000, INC.

292 Oak Carriage Drive, Whitlock Industrial Park, P.O. Box 1149
Lewisburg, WV 24901-1149
Phone: (304) 645-4056 Fax: (304) 645-4489

RECEIVED

2010 MAR -2 A 9 36
PURCHASING DIVISION
STATE OF WV

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DEP 14945

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SECTION A

1. BIDDER QUALIFICATION REQUIREMENTS:

- Mr. William L. Toney, Jr. a registered professional civil engineer with 14 years mining, surveying, and geotechnical experience will serve as project director.
- Mr. Bernard Holliday a graduate of Glenville State College with 33 years experience in surveying will be responsible for topography surveying data surveys and construction surveying.
- Mr. Robert Dillon, Geologist-Consultant, a graduate in geology from Marshall University with 25 years experience will serve as geologist on the project.
- Mr. J.D. Brackenrich, RPE-Consultant, has 38 years experience as civil engineer, surface mining projects, earthen dams, geotechnical, environmental projects, water and sewer systems and vast civil engineering projects.

2. EXPERIENCE:

The following is a brief list of projects performed by staff members of Engineering & Testing 2000, Inc. for the AML&R office in the early 1990's:

- Rift Refuge, War, WV
- Jim's Branch Refuge, Bud, WV
- Tassie Tipple, Lost Creek, WV
- Pickens Preparation Plant, Pickens, WV
- Lockhart Portals, War, WV
- Coalton Highwall, Coalton, WV

3. PROFESSIONAL ENGINEER REVIEW:

Mr. W.L. Toney, Jr., a registered professional engineer will review all work.

4. SUBCONTRACTORS:

REIC Laboratories of Beaver, WV will be responsible for all chemical analysis, while ET-2 will conduct all necessary soil tests such as:

- Visual Classification,
- Natural Moisture Content,
- Atterberg Limits,
- Sieve Analysis,
- Hydrometer Analysis,
- In-Place Density,
- Standard Proctor Compaction,
- Unconfined Compression, and
- Triaxial and/or Direct Shear.
- Sodium Sulfate Soundness Tests will be performed by REIC.

Mr. David Epling and Mr. Jeremy Toney are WV DOH Certified in Soils, Aggregate, Concrete and Asphalt Technicians. Both have many years experience working directly with the WV DOH.

5. EXPRESSION OF INTEREST:

AML Consultant Qualification Questionnaire is located in Section C.

5a. Mr. Bernard Holliday and Mr. Robert Dillon were Project Managers over the lists of AML&R projects listed in Item #2. These projects included subsidence, landslides, drainage control and earthwork. Projects completed by ET-2 with water line include:

- Northridge Properties LLC
Lewisburg, WV
The development of an industrial park of approximately 30 acres with all underground utilities.
- Stonehenge Subdivision
Lewisburg, WV
The development of a residential subdivision with all underground utilities.

5b. All work will be performed in ET2's Lewisburg Office. Water analysis will be performed by REIC of Beaver, WV.

Mr. William L. Toney, Jr. will manage project and will establish project priority. Projects without adequate mapping will be assigned to Mr. Bernard Holliday. Projects requiring subsurface investigation will be assigned to Mr. Robert Dillon. Weekly progress meetings will be scheduled in order to maintain project schedule.

Design objectives will be assigned to Mr. Bernard Holliday acting as assistant design engineer.

Evaluation of alternatives will be assigned to Mr. Holliday. Each alternative will be evaluated for environmental impact and cost comparison.

Designs prepared by Mr. Bernard Holliday will be submitted to drafting.

Mr. William L. Toney, Jr. will review working drawings and specifications.

Mr. William L. Toney, Jr will prepare specifications and contract documents.

Mr. J. D. Brackenrich is a consultant employed with our firm with over 38 years experience in this field.

SECTION B



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
 DEP14945

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
02/10/2010				

BID OPENING DATE: 03/09/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		HR		906-29		
ENGINEER SERVICES, PROFESSIONAL						
EXPRESSION OF INTEREST						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING EXPRESSIONS OF INTEREST FOR PROFESSIONAL ENGINEERING DESIGN SERVICES AND CONSTRUCTION MONITORING SERVICES AT THE KEATON BRANCH COMPLEX PROJECT IN RALEIGH COUNTY, WEST VIRGINIA, PER THE FOLLOWING BID REQUIREMENTS AND ATTACHED SPECIFICATIONS.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						
***** THIS IS THE END OF RFQ DEP14945 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>William L. Toney</i>	TELEPHONE 304-645-4056	DATE 2-19-2010
TITLE President	FEIN 55-0757395	ADDRESS CHANGES TO BE NOTED ABOVE

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

SECTION C

WEST VIRGINIA DIVISION OF HIGHWAYS
CONSULTANT CONFIDENTIAL ALIIFICATION QUESTIONNAIRE

EXPERIENCE DATA	DATE (DAY, MONTH, YEAR) 19 February 2010	FEIN 55-075395
1. FIRM NAME ENGINEERING & TESTING 2000, INC.	2. HOME OFFICE BUSINESS ADDRESS P.O. Box 1149 (292 Oak Carriage Drive), Lewisburg, WV 24901	3. FORMER FIRM NAME None
4. HOME OFFICE TELEPHONE (304) 645-4056	5. ESTABLISHED (YEAR) 1998	6. TYPE OWNERSHIP Individual <input checked="" type="checkbox"/> Corporation Partnership <input type="checkbox"/> Joint-Venture
7. PRESENT OFFICES: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. PERSONNEL EACH OFFICE P.O. Box 1149, Lewisburg, WV./304-645-4056/ William L. Toney, Jr./16 Total		6a. WV REGISTERED DBE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

8. NAMES OF PRINCIPAL OFFICIALS OR MEMBERS OF FIRM
William L. Toney, Jr., Bernard W. Holliday

8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS
NONE

9. PERSONNEL BY DISCIPLINE

2 ADMINISTRATIVE	—	LANDSCAPE ARCHITECTS	—	STRUCTURAL ENGINEERS
ARCHITECTS	—	MECHANICAL ENGINEERS	1	SURVEYORS
1 CADD OPERATORS	—	MINING ENGINEERS	—	TRAFFIC ENGINEERS
CHEMICAL ENGINEERS	—	PHOTOGRAMMETRISTS	—	TRANSPORTATION ENGINEERS
1 CIVIL ENGINEERS	—	PLANNERS; URBAN/REGIONAL	—	OTHER
2 CONSTRUCTION INSPECTORS	2	SANITARY ENGINEERS	1	
DESIGNERS, HIGHWAY	—	SOILS ENGINEERS	1	
DRAFTSMEN	—	SPECIFICATION WRITERS	1	
				16 TOTAL PERSONNEL

10. IF SUBMITTAL IS BY JOINT-VENTURE, LIST PARTICIPATING FIRMS & OUTLINE SPECIFIC AREAS OF RESPONSIBILITY (INCLUDING ADMINISTRATIVE, TECHNICAL & FINANCIAL) FOR EACH FIRM. (Each participating Firm Must Complete a "Consultant Confidential Qualification Questionnaire" If a copy is Not On File With The Division).

10a. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE? YES NO

11. INSIDE KEY CONSULTANTS/ASSOCIATES ANTICIPATED TO BE SED. Attach "Consultant Confidential Qualification Questionnaire" for each if copy is not on with the Division.

NAME AND ADDRESS	SPECIALITY	WORKED WITH BEFORE
		<p style="text-align: center;">— YES — NO</p>
<p>A. Are you experienced in Traffic Engineering?</p> <p>YES Describe:</p> <p>NO</p>	<p>13. Indicate in order of precedence using "1", "2", "3", etc., the types of work your firm is particularly qualified to perform by virtue of experience and training of members and associates. (Note: Work specialties not sufficiently identified by general categories are to be listed separately below.)</p>	<p>() AERIAL PHOTOGRAPHY () ACOUSTICS-NOISE ABATEMENT () ARCHEOLOGICAL-CULTURAL RESOURCE () BRIDGES-STRUCTURAL () COMMERCIAL BUILDINGS () CONSTRUCTION MANAGEMENT () DAM-IRRIGATION () ELECTRICAL FACILITIES () ENVIRONMENTAL-EIS/EIA () FLOOD CONTROL-WATER RESOURCES (1) GEOTECHNICAL () HIGHWAYS-STREETS () HOUSING () HVAC (1) LABORATORIES (Soils) () LIGHTING-EXTERIOR () MANUALS () MASTER PLNG.-SITE DEVELOPMENT () PHOTOGRAMMETRY () POWER-HEATING PLANTS () PUBLIC BUILDINGS () RAILROAD-RAPID TRANSIT () RECREATION FACILITIES () SURVEYING () UTILITIES () VALUE ANALYSIS () WATER-SEWAGE</p>
<p>B. Are you experience in Soil Analysis?</p> <p>YES ET-2 has three (3) DOH certified Technicians and a full soil laboratory.</p> <p>NO</p>		
<p>C. Do you produce your own Aerial Photography and Develop Contour Mapping?</p> <p>YES N/A</p> <p>NO</p>		
<p>D. Do you perform your own bridge and/or structural design?</p> <p>YES N/A</p> <p>NO</p>		

14. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES (Furnish complete data but keep to essentials)			
NAME (Last, First, Middle Initial)			
TONEY, WILLIAM L. JR., RPE, PS		YEARS OF EXPERIENCE	
AS PRINCIPAL IN THIS FIRM	AS PRINCIPAL IN OTHER FIRMS	OTHER THAN PRINCIPAL	
11			14
EDUCATION (Degree, Year, Specialization)			
BS/ 1988 / Civil Engineering; BS/ 1983/Mathmatics			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS			
REGISTRATION (Type, Year, State)RPE 11844/WV, RPE 24589/VA, RPE 21167/KY, RPE 055289/PA, RPE E64389/OH, and RPE 28242/NC; Licensed Land Surveyor 1308/WV; Monitoring Well Driller; and OSHA Health & Safety Training.			
14. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES (Furnish complete data but keep to essentials)			
NAME (Last, First, Middle Initial)			
HOLLIDAY, BERNARD W.		YEARS OF EXPERIENCE	
AS PRINCIPAL IN THIS FIRM	AS PRINCIPAL IN OTHER FIRMS	OTHER THAN PRINCIPAL	
11			26
EDUCATION (Degree, Year, Specialization)			
A. S./1970/Forest Technology			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS			
REGISTRATION (Type, Year, State)			
WV DOH Certified Compaction/1994/WV Nuclear Testing Equipment/2007/WV			
14. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES (Furnish complete data but keep to essentials)			
NAME (Last, First, Middle Initial)			
BRACKENRICH, J. D. RPE, PS		YEARS OF EXPERIENCE	
AS PRINCIPAL IN THIS FIRM	AS PRINCIPAL IN OTHER FIRMS	OTHER THAN PRINCIPAL	
Consultant	38		10
EDUCATION (Degree, Year, Specialization)			
B.S. Civil Engineering/1960/Engineering B.S. Agriculture Engineering/1957/Agriculture Engineer			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS			
REGISTRATION (Type, Year, State) Civil Engineering/1963/RPE 3994/WV; Land Surveyor, UST & OSHA Certified, Asbestos Inspector & Designer.			

15. PROJECT ACTIVITIES ON WHICH YOU ARE THE DESIGNATED ENGINEER OF RECORD		ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER		
Greenbrier County Landfill	Greenbrier County SWA P.O. Box 1664 Lewisburg, WV 24901		20%
HAM Sanitary Landfill	Ham Sanitary Landfill 1 Bozoo Rd., P.O.Box 576 Peterstown, WV 24963		25%
TOTAL NUMBER OF PROJECTS:		TOTAL ESTIMATED CONSTRUCTION COSTS: \$	

17. COMPLETED WORK WITHIN LAST 10 YEARS ON WHICH YOU WERE THE DESIGNATED ENGINEER OF RECORD		ESTIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER			
Greenbrier Co. Landfill Design, drilling	Greenbrier Co. SWA P.O. Box 1664 Lewisburg, WV	1.2M	2008	Yes
HAM Sanitary Landfill Design, drilling	HAM Sanitary Landfill 1 Bozoo Rd., P.O. Box 576 Peterstown, WV 24963	1.8M	2008	yes
Brier Properties Construction/Motel Lewisburg, WV Design, Drilling	Brier Properties 30 Coleman Drive Lewisburg, WV 24901	2.1M	2007	yes
WVSOM - Construction/Classroom Drilling, QA/QC	WVSOM 400 N. Lee Street Lewisburg, WV 24901	6.0M	2007	yes
GVMC - Design, Construction - Soccer Field	Greenbrier Valley Medical Center 202 Maplewood Ave Ronceverte, WV 24970	500,000	2007	yes
New River Gorge, Design & Construction Layout, QC	Vecellio & Grogan P.O. Box 2438 Beckley, WV 25802	3.0M	2004	Yes
Rolfe Bridge McDowell Co. Geotechnical Investigation & Report	WV DOH Charleston, WV	897,000	2006	Yes
New Army National Guard Ctr. Lewisburg, WV Drilling, QA/QC	Corte Construction Drawer 1089 Bluefield, VA 24605	67M	2006	yes

17. COMPLETED WORK WITHIN LAST 10 YEARS ON WHICH YOU WERE THE DESIGNATED ENGINEER OF RECORD		ESTIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER			
Widen Refuse Reclamation Widen, Clay/Nicholas Counties, WV Surveying, quantity estimates & Construction stakeout.	Nell Jean Industries Beckley, WV	1.9M	1985	yes
Cliftop Refuse Reclamation Cliftop, Fayette Co., WV Surveying, quantity estimates & Construction stakeout.	Nell Jean Industries Beckley, WV	1.1M	1988	yes
Norton Refuse Reclamation Norton, Randolph Co., WV Surveying, Quantity estimates & Construction stakeout.	W.A. Ryder Huntersville, WV	1.5M	1989	yes
Irons-Long Partnership Lewisburg, Greenbrier Co. WV Surveying Control for aerial mapping.	Charlie Long Lewisburg, WV 24901	Unknown	2001	yes
North Ridge Development Lewisburg, WV Survey Control for aerial mapping.	Charlie Long Lewisburg, WV 24901	Unknown	2001	yes
Greenbrier County Landfill Lewisburg, WV Survey Control for aerial mapping.	Greenbrier County SWA P.O. Box 1664 Lewisburg, WV 24901	1.5M	1998	Yes
Covington Social Security Building, Covington, WV Field topographic survey, Site plan.	Aides Reality Fairlea, WV	\$500,000	1998	Yes
Elkins Vortac Facility Burnt Springs, WV Field topo Survey, Site Plan	F.A.A. Clarksburg, WV	Unknown	1998	Yes

18. DELETED WORK WITHIN LAST 10 YEARS ON WHICH YOU WERE ASSOCIATED WITH OTHER FIRMS (INDICATE PHASE OF WORK FOR WHICH YOUR FIRM WAS RESPONSIBLE)

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST OF YOUR FIRM'S PORTION	YEAR	CONSTRUCTED (YES OR NO)	FIRM ASSOCIATED WITH

19. Use this space to provide any additional information or description of resources supporting your firm's qualifications to perform work for the West Virginia Division of Highways.

20. The foregoing is a statement of facts.

Signature: *William L. Toney, Jr.*

Printed Name: William L. Toney, Jr., PE/President

Title: _____

Date: February 19, 2010

NOTE: THIS DOCUMENT WILL BECOME VOID AFTER DECEMBER 31 IN CALENDAR YEAR OF DATE HEREON.

SECTION D

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

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

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

1.5 Vendor Registration:

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

1.6 Oral Statements and Commitments:

Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm's representatives and any State personnel are **not** binding. Only the information issued in writing and added to the Expression of Interest specifications file by an official written addendum is binding.

1.7 Economy of Preparation:

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

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

1.9 Submission:

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

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

Submit:

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

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

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

Buyer: CB-23
Req #: DEP14945
Opening Date: 03/09/2010
Opening Time: 1:30 pm

1.10 Rejection of Expressions:

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

1.11 Incurring Costs:

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

1.12 Addenda:

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

1.13 Independent Price Determination:

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

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

1.15 Public Record:

1.15.1 Submissions are Public Record.

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

1.15.2 Written Release of Information.

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

1.15.3 Risk of Disclosure.

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

1.16 Schedule of Events:

Release of EOI.....	02/11/2010
EOI Opening Date.....	03/09/2010

1.17 Mandatory Pre-bid Conference: N/A

1.18 Bond Requirements: N/A

1.19 Purchasing Affidavit:

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

preferred that the Affidavit be submitted with the EOI.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

Directions to Keaton Branch Complex:

Proceed South on I-77, take the Ghent Exit. Turn right onto Route 48 towards Odd. Approximately 1.5 miles before the Odd Post Office turn right onto a gravel road.

2.2 Background:

Firms are to be licensed Architectural/Engineering Firms (A/E) and should be familiar with, and have a successful track record of design of similar projects. The anticipated contract will be for "full-service" A/E design. Aspects of the design are to include, but not be limited to, Civil, Structural, Geological and Hydrological.

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

The project site consists of a highwall, which has thick vegetation above it and is apparently frequented by hunters in the area. It is approximately 1500-ft in length, and 30-ft high. Four partially open, draining portals also exist on the project site.

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

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

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

3.2 Project Description:

Scope of Work (Keaton Branch Complex):

Create diversion channels, ditches and/or under drains to transport drainage.
Install wet seals/bat gates.
Reclaim highwall area.

Reclaim and re-vegetate all areas disturbed during construction.

3.3 **Special Terms and Conditions:**

3.3.1 *Bid and Performance Bonds:*

3.3.2 *Insurance Requirements:* \$1,000,000 General Liability per Occurrence
 \$2,000,000 Aggregate
 \$1,000,000 Automobile Liability
 \$1,000,000 Professional Liability
 Workers Compensation Certificate Upon Award
 West Virginia Statutory requirements including
 West Virginia Code §23-4-2 (Mandolidis)
 DEP14945 must be listed on Insurance Cert.

3.4 **General Terms and Conditions:**

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

3.4.1 *Conflict of Interest:*

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

3.4.2 *Prohibition Against Gratuities:*

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

3.4.3 *Certifications Related to Lobbying:*

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

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

3.4.4 Vendor Relationship:

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

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

The Firm shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

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

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

3.4.5 Indemnification:

The firm agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the firm, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the firm, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

3.4.6 Contract Provisions:

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

3.4.7 Governing Law:

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

3.4.8 Compliance with Laws and Regulations:

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

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

3.4.9 Subcontracts/Joint Ventures:

The State will consider the firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of the State,

enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors.

3.4.10 Term of Contract:

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

3.4.11 Non-Appropriation of Funds:

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

3.4.12 Contract Termination:

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

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

3.4.13 Changes:

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

3.4.14 *Invoices, Progress Payments, & Retainage:*

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

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

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

3.4.15 *Liquidated Damages:*

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

3.4.16 *Record Retention (Access & Confidentiality):*

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

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

PART 4 EVALUATION & AWARD

4.1 Evaluation and Award Process:

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

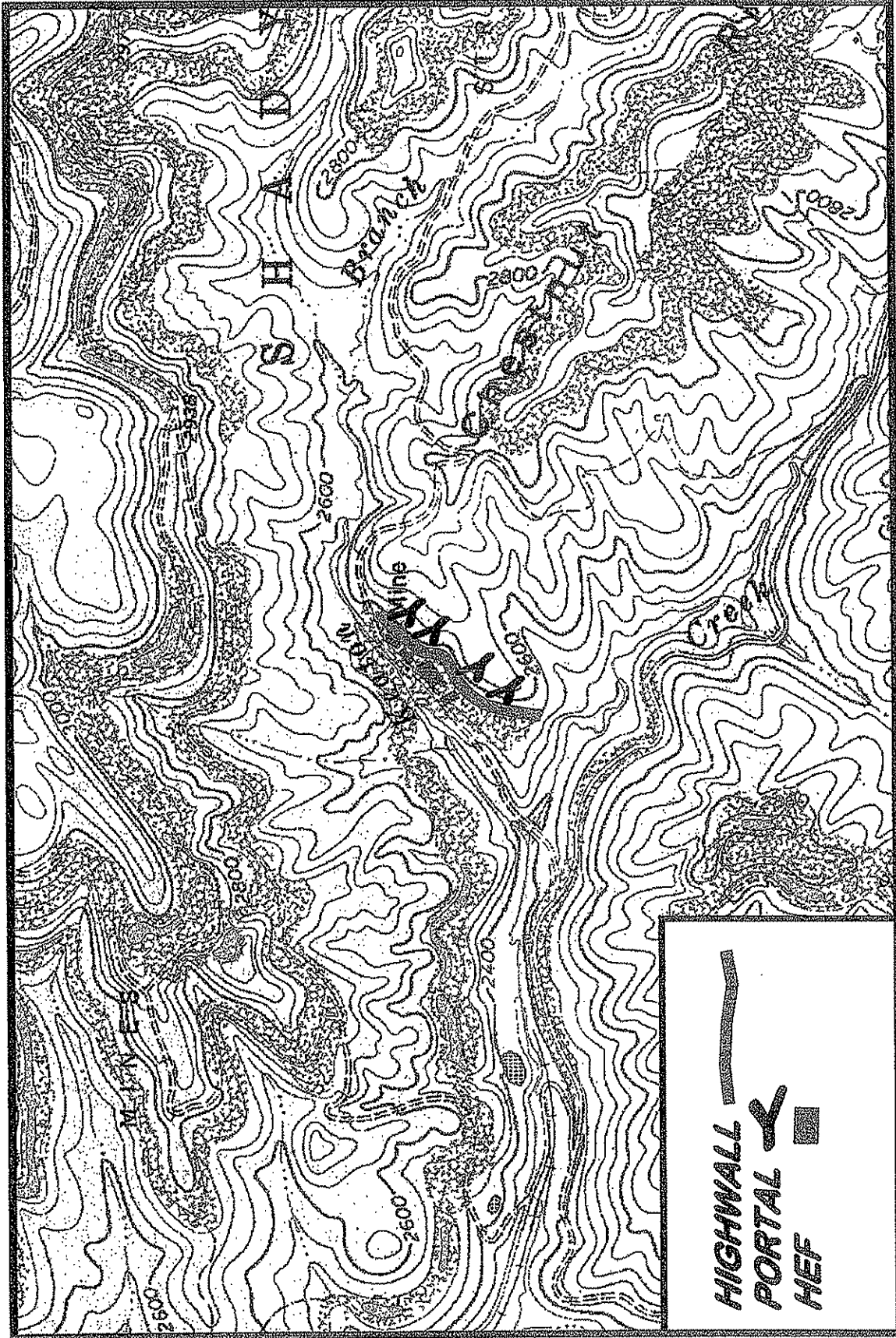
"In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a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

- b) The evaluation criteria and assigned point values are as follows:
- | | |
|---|-----------|
| A. WV Registered Professional Engineers (Civil or Mining)
In the Primary Office: | 20 points |
| B. Reclamation Engineering design experience of the Primary
Office's WVRPE as it relates to the specific project problem
Areas: | 25 points |
| C. Available WV-AML Design Teams within the Primary office
(A Design team should consist of one Project Engineer (Civil
or Mining), one CAD person and availability of other support
personnel as required by the particular project): | 20 points |
| D. The Oral Interview (See Section 4.3 of this EOI): | 35 points |
- 4.2 (a) AML Consultant Qualification Questionnaire (CQQ) must be completed to be eligible (See Attachment "B").
- (b) AML and Related Project Experience Matrix (RPEM) must also be completed to be eligible (See Attachment "C").
- 4.3 Interviews as stated in 4.1 "Evaluation and Award Process" will be conducted with the three firms selected as the most qualified by the WVDEP Selection Committee. The Committee will schedule the interviews.

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

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

**PROJECT LOCATION MAP
KEATON BRANCH COMPLEX, WV-1912**



RALEIGH COUNTY

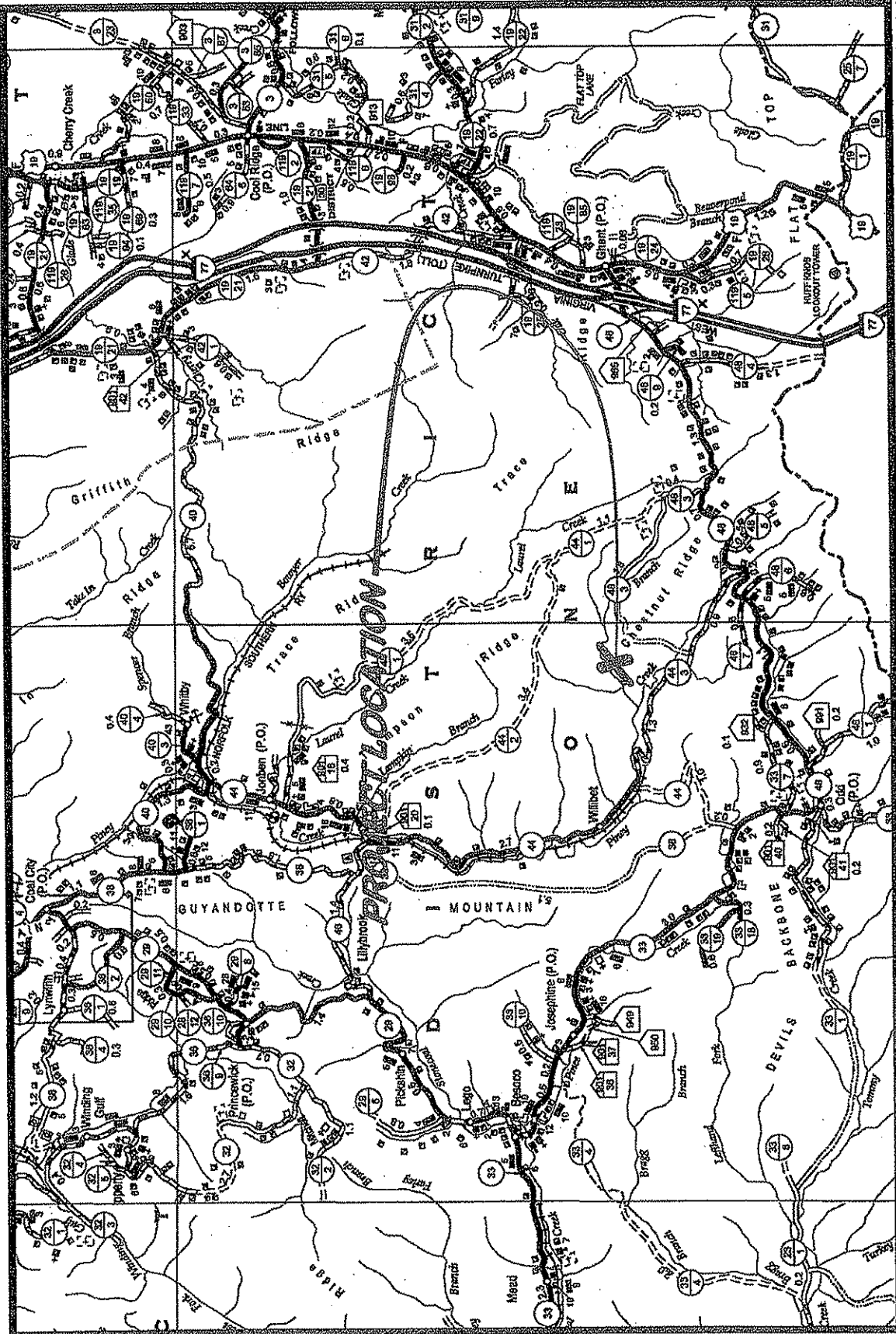
SCALE: 1"=1000'

LONGITUDE: 81°10'18"

ODD QUAD.

LATITUDE: 37°36'56"

**HIGHWAY LOCATION MAP
KEATON BRANCH COMPLEX, WV-1912**



**RALEIGH COUNTY
LONGITUDE: 81°10'18"**

SCALE: 1" = 1 MILE

**ODD QUAD.
LATITUDE: 37°36'56"**

RFQ No. DEP14945STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATUREVendor's Name: Engineering & Testing 2000, Inc.Authorized Signature: *William F. Toney, Jr.* Date: February 19, 2010State of West VirginiaCounty of Greenbrier, to-wit:Taken, subscribed, and sworn to before me this 19th day of February, 2010.My Commission expires May 24, 2013, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC *Nancy K. Richmond*