



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
DEP14233

PAGE
1

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

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/20/2008				

BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-29		
PENINSULA HW/ST. CLAIR/CHEAT NECK DESIGN SVC 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 PENINSULA HIGHWALL/ST. CLAIR PORTALS / CHEAT NECK (LENHART) LS PROJECTS IN MONONGALIA COUNTY, WEST VIRGINIA, PER THE FOLLOWING BID REQUIREMENTS AND ATTACHED SPECIFICATIONS BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. ***** THIS IS THE END OF RFQ DEP14233 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

**EXPRESSION OF INTEREST
PENINSULA HIGHWALL #1 & #2,
ST. CLAIR PORTALS AND
CHEAT NECK (LENHART) LANDSLIDE
Requisition #DEP14233**

Part 1

GENERAL INFORMATION

1.1 Purpose:

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

1.2 Project:

The mission or purpose of the project described in Sections 2 & 3 is as follows:

To provide design services for the following:

Peninsula Highwall #1 & #2:

Construct access road to the site.

Wet-seal four of the portals and re-grade the face of the remaining 4 dry portals.

Install manholes and conveyance pipe to carry the mine drainage under the golf course.

Construct riprap channel to carry water safely off site.

Backfill the highwall and subsidence area.

Restore the golf cart path asphalt where disturbed during construction.

Construct channel to carry the water safely off site.

Condition and re-vegetate all areas disturbed by construction.

St. Clair Portals:

Excavate/wet seal at least twenty-five (25) mine portals.

Regrade and cover refuse and spoil areas on the mine bench.

Construct drainage control channels to carry the water safely off-site.

Backfill the highwall by placing the spoil material against the face to achieve the original contour.

Condition and revegetate all areas disturbed by construction.

Cheat Neck (Lenhart) Landslide:

Regrade and/or remove slipping material.

Excavate, dewater and wet-seal each deep mine opening.

Install drainage control as necessary.

Condition and revegetate all areas disturbed by construction..

1.3 Format:

All responses should be submitted in a loose-leaf, three-ring binder. The response should be presented in concise format which defines the corporate history and the experience, qualifications, and performance data of the firm's staff as requested by the AML Consultant Confidential Qualification Questionnaire (CCQQ), Attachment "B" and the AML and Related Project Experience Matrix (RPEM), **Attachment "C"**. **Electronic copies of the CCQQ document is available online for registered vendors at: <http://www.state.wv.us/admin/purchase/newbul.htm>**

1.4 Inquiries:

Additional information regarding the submission of proposal for this EOI can be obtained by calling the following Buyer:

Chuck Bowman, Buyer
 Purchasing Division
 2019 Washington Street, East
 P.O. Box 50130
 Charleston, WV 25305-0130
 Ph: (304) 558-2157 Fax: (304) 558-4115
charles.a.bowmanjr@wv.gov

Absolutely NO contact shall be made by the firm with any member of AML or the evaluation committee. Violation of this clause may result in rejection of the bid. 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. A firm is not required to be a registered vendor in order to submit an EOI, but the **successful firm must** register and pay the registration fee prior to the award of an actual purchase order/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 is **not** binding. Only the information issued in writing and added to the EOI specifications file by an official written addendum are 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 submittal should address projects that are similar in scope to that of the EOI. **Firms must complete the CCQQ and RPEM as included in Section 4.2 of this EOI.**

1.8 **Labeling of EOI Sections:**

The response sections should be labeled.

1.9 **Submission:**

1.9.1 State law requires that the original EOI shall be submitted to the State. All copies to the State must be submitted **prior** to the date and time stipulated as the opening date. All EOI's will be dated and time stamped on the State's official time clock to verify time and date of receipt.

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

Submit:

One original plus one copy 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#: DEP14233

Opening Date: 03/25/2008

Opening Time: 1:30 pm

1.10 Rejection of EOI:

The State will 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 EOI's and to reserve the right to withdraw at any time and for any reason. Submission of, or receipt by the State of EOI's confers no rights upon the bidder 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 bidder 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 bidders 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 permitted in the response.

1.15 Public Record:***1.15.1 Submissions are Public Record.***

All documents submitted to the State related to purchase orders/contracts are considered public records after the submittals have been opened. All responses or offers submitted by firms shall become public information and are available for inspection during normal official business hours in the State Records and Distribution center after the documents have been microfilmed.

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 which ever is greatest.

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 bidder 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 State will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

1.16 **Schedule of Events:**

Release of the EOI	02/22/2008
Expression of Interest Opening Date	03/25/2008
Approximate Short Listing Due Date	04/07/2008
Estimated Date for Interviews (wk of?)	04/14/2008
Final Ranking Due Date	04/21/2008
Approximate Award Date	04/28/2008

1.17 **Mandatory Prebid Conference:**

Not Applicable

1.18 **Bond Requirements:**

Not Applicable

1.19 **No Debt Affidavit:**

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

Part 2

OPERATING ENVIRONMENT

2.1 **Location:**

Directions to the Peninsula Highwall #1 & #2:

Site 1. This site is located along Hole 14, 15 and 16 of Mountain View golf course at Cheat Lake, Monongalia County.

Site 2. From the entrance of Greystone housing development at Cheat Lake, Monongalia County, follow Greystone Drive. turning right on Persimmon Woods Drive. The site parallels Persimmon Woods Drive.

Location Map is attached (Attachment A1).

Directions to the St. Clair Portals:

The site is located north of Morgantown From U.S. Route 119, turn onto Warm Hollow Road. Travel .3 of a mile and turn left onto a grass covered, abandoned road. Proceed about ¼ mile to the site.

Location Map is attached (Attachment A2).

Directions to Cheat Neck (Lenhard) LS:

From Philippi travel I-79 North to I-68. Travel on I 68 East to the Cheat Lake exit (exit 10). Turn left on to 857 North and proceed 1.0 miles to 69/13 Birch Hollow Road. Turn right on to Birch Hollow Road and travel 0.6 miles to driveway on the right. The Problem area is located behind the first house on the right. (light grey with green shutters)

Location Map is attached (Attachment A3).

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 **Mapping and Design** of the following:*

Peninsula Highwall #1 & #2:

Site #1: The problem area contains 800’ LF of highwall and 7 portals. The highwall ranges from vertical to mostly sloughed in. Additionally, the golf cart path follows the base of the highwall. The maintenance crew for the golf course said that they have to clean rocks from the highwall off of the path on a regular basis. The highwall averages 15’ feet in height but ranges from 10’ to 25 feet high. There are 7 portals associated with this site. One of the portals is partially collapsed and the remaining six are completely collapsed. The portal that is Partially collapsed has a 3’X3’ opening angling down into the mine workings. This portal is located along the highwall and has overhung unstable rocks above the entrance. The ground below three of the portals is very wet suggesting there may be water impounded in the mine (two of these portals are located along Hole 14 and the third is located along the highwall on hole 15). However, no water was visibly flowing from the portals.

Site #2: The Problem Area contains 1000’ LF of highwall, 1 open portal and .5 acres of subsidence. The highwall is sloughed in to vertical with a well-vegetated bench. The highwall averages 15’ feet in height but ranges from 10’ to 25 feet high. The portal, which is located at the western end of the highwall, is open with large fractured rocks overhanging the entrance. Additionally, there is water that appears to be originating from the portal area. Located above the highwall, behind the portal are subsidence depressions which average 10’ in diameter and 5’ deep. This problem area is located less than 200’ feet from Mt. View golf course and the houses on Persimmon Woods Drive.

Preliminary design documents will be due 90 days from the issuance of the Purchase Order.

St. Clair Portals:

The problem area consist of coal refuse, acid mine drainage with impounded water, collapsed mine portals and highwalls. A total of 12 collapsed portals were found along the highwall bench. Near the eastern edge of the site, two areas had impounded water. One was 75' wide X 150' long, the other 400' long and 150' wide. Water flowing from these impoundments were estimated to have a total flow of 300 gpm. Field water tests showed a pH of 3.1 with the iron content >10 mg/l. Across the main stream, near the center of the project, an extreme steep refuse embankment 35' to 45' high was found. Four wheelers have cut one large rut in the face. The pile is about 100' long with a 1:1 slope. Refuse is also scattered along the creek.

The highwall is about 25' high and extends for 6000'. However, most areas are tree covered with vegetation. Some areas have exposed spoil and no vegetation which will need to be reclaimed.

Preliminary design documents will be due 120 days from the issuance of the Purchase Order.

Cheat Neck (Lenhart) Landslide:

Drainage from two collapsed deep mine portals located behind the home of Tom Lenhart has created a small landslide. The slide measures about 50' wide x 80' long and the toe is within 20' of the house and 10' of the LP gas tank.

Preliminary design of 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 CCQQ (Attachment "B") and RFEM (Attachment "C") as per Section 4.2.

3.2 Scope of Work:

The scope of the project described in Sections 2 & 3 is as follows:

Peninsula Highwall #1 & #2:

Construct access road to the site.

Wet-seal four of the portals and re-grade the face of the remaining 4 dry portals.

Install manholes and conveyance pipe to carry the mine drainage under the golf course.

Construct riprap channel to carry water safely off site.

Backfill the highwall and subsidence area.

Restore the golf cart path asphalt where disturbed during construction.

Construct channel to carry the water safely off site.

Condition and re-vegetate all areas disturbed by construction.

St. Clair Portals:

Excavate/wet seal at least twenty-five (25) mine portals.

Regrade and cover refuse and spoil areas on the mine bench.

Construct drainage control channels to carry the water safely off-site.

Backfill the highwall by placing the spoil material against the face to achieve the original contour.

Condition and revegetate all areas disturbed by construction.

Cheat Neck (Lenhart) Landslide:

Regrade and/or remove slipping material.

Excavate, dewater and wet-seal each deep mine opening.

Install drainage control as necessary.

Condition and revegetate all areas disturbed by construction..

3.3 Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds:* Not Applicable

3.3.2 *Insurance Requirements:* \$1,000,000 Professional Liability with the WVDEP listed as additional insured. #DEP14125 must be listed on Insurance Certificate.

3.3.3 *License Requirements* Workers Compensation Certificate upon award.

3.3.4 *Litigation Bond:* Not Applicable

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 Department of Environmental Protection.

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 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 *Firm Relationship:*

The relationship of the firm to the State will 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 any and 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.

Firm shall be exclusively responsible for the payment to his/her employees and subcontractors 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.

Firm shall hold harmless the State, and shall provide the State and AML 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.

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 Department of Environmental Protection./AML.

3.4.5 *Indemnification:*

The firm agrees to indemnify, defend and hold harmless the State and AML, 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 Laws & Compliance:*

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 (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 firm. 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. Such reasonable time shall not exceed twelve (12) consecutive months.

3.4.11 *Non-Appropriation of Funds:*

If the Department of Environmental Protection/AML 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 Department of Environmental Protection/AML may terminate the contract at the end of the affected current fiscal period without further charge or penalty. AML shall give the firm written notice of such non-allocation of funds as soon as possible after AML receives notice. No penalty shall accrue to AML 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 period contained in the notice, the State shall issue the firm an order to cease and desist any and 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, AML, and the firm. An approved contract change order is defined as one approved by the State and approved as to form by the West Virginia Attorney General's Office prior to the effective date of such amendment. **NO CHANGES SHALL BE IMPLEMENTED BY THE FIRM UNTIL SUCH TIME AS THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

3.4.14 *Invoices, Progress Payments, & Retainage:*

The firm shall submit invoices, in arrears, to the WVDEP/AML 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 AML on the basis of 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 the AML 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. If the purchase order has more than one project, a separate invoice must be provided for each project.

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 day, 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 AML's right to pursue to any other additional remedy to which the State or AML 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 firm. The firm shall maintain such records a minimum of five (5) years and make available all records to AML personnel at firm's location during normal business hours upon written request by AML within 10 days after receipt of the request.

Firm shall have access to private and confidential data maintained by AML 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 AML against any and all claims brought by any party attributed to actions of breach of confidentiality by the firm, sub-contractors, or individuals permitted access by the firm.

Part 4

EVALUATION & AWARD

4.1 **Evaluation and Award Process:**

(a) EOI 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 (EOI), 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, Chapter Fifty-nine of this code. 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 best qualified to perform the desired service: **Provided**, that on projects funded wholly or in part by school building authority monies, in accordance with Sections 15 and 16, Article 9-D, Chapter 18 of this Code, two of said three firms shall have had offices within this state for a period of at least one year prior to submitting an EOI regarding a project funded by school building authority monies. 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 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: **Provided, however**, that county boards of education may either elect or start the selection process over in the original order preference or it may 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) Expressions of Interest submitted will be evaluated by a committee of three (3) to five (5) representatives of the agency in accordance with **§5G-1-3**.

The committee as stated will evaluate all submittals and by consensus select three (3) firms, in their opinion, are best qualified to perform the desired service. These selections will be based from the statements of qualifications and performance data and other material submitted by the interested firms.

The committee shall rank, in order of preference, each of the three (3) selected firms. Each of the three (3) firms shall begin with a score of one hundred.

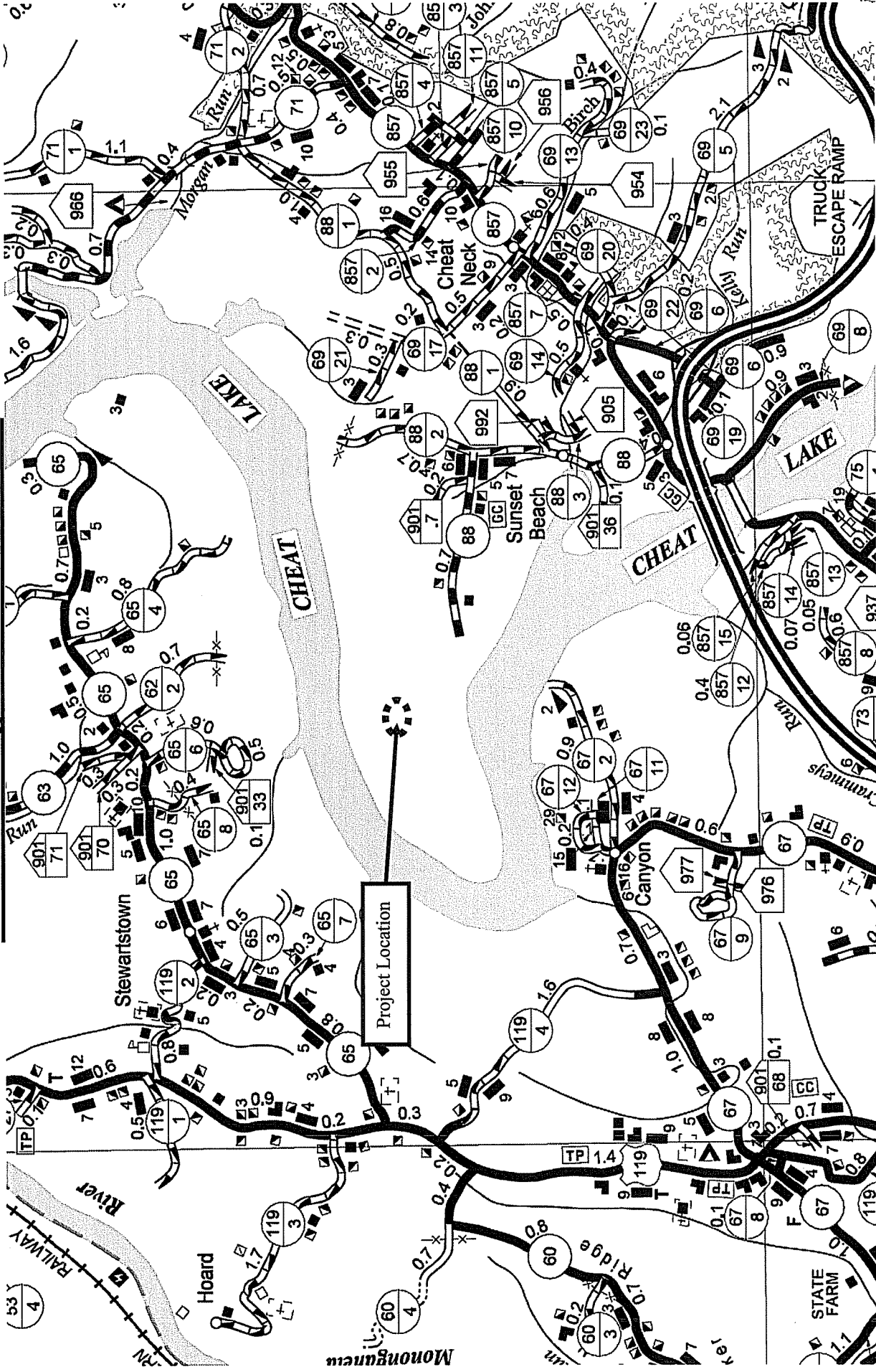
The criteria and assigned point values are as follows:

- | | | |
|----|--|-----------|
| 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 a 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 Confidential Qualification Questionnaire (CCQQ) 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

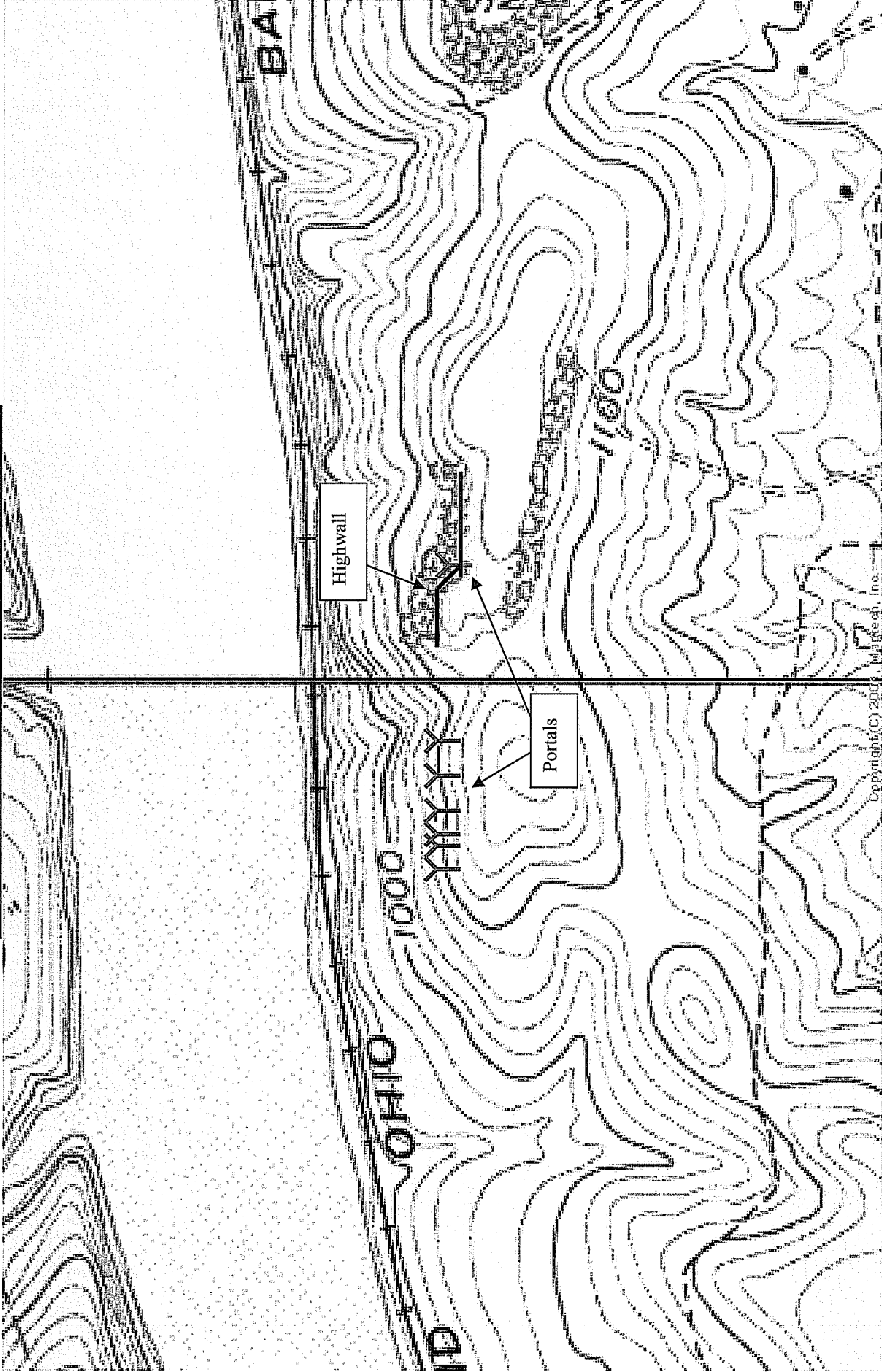
Project Location Map
Peninsula Highway #2 WV-3942



Lake Lynn Quad
Latitude: 39° 41' 32"

Monongalia County
Longitude: 79° 52' 20.4"

Project Location Map
Peninsula Highwall #1 WV-3942



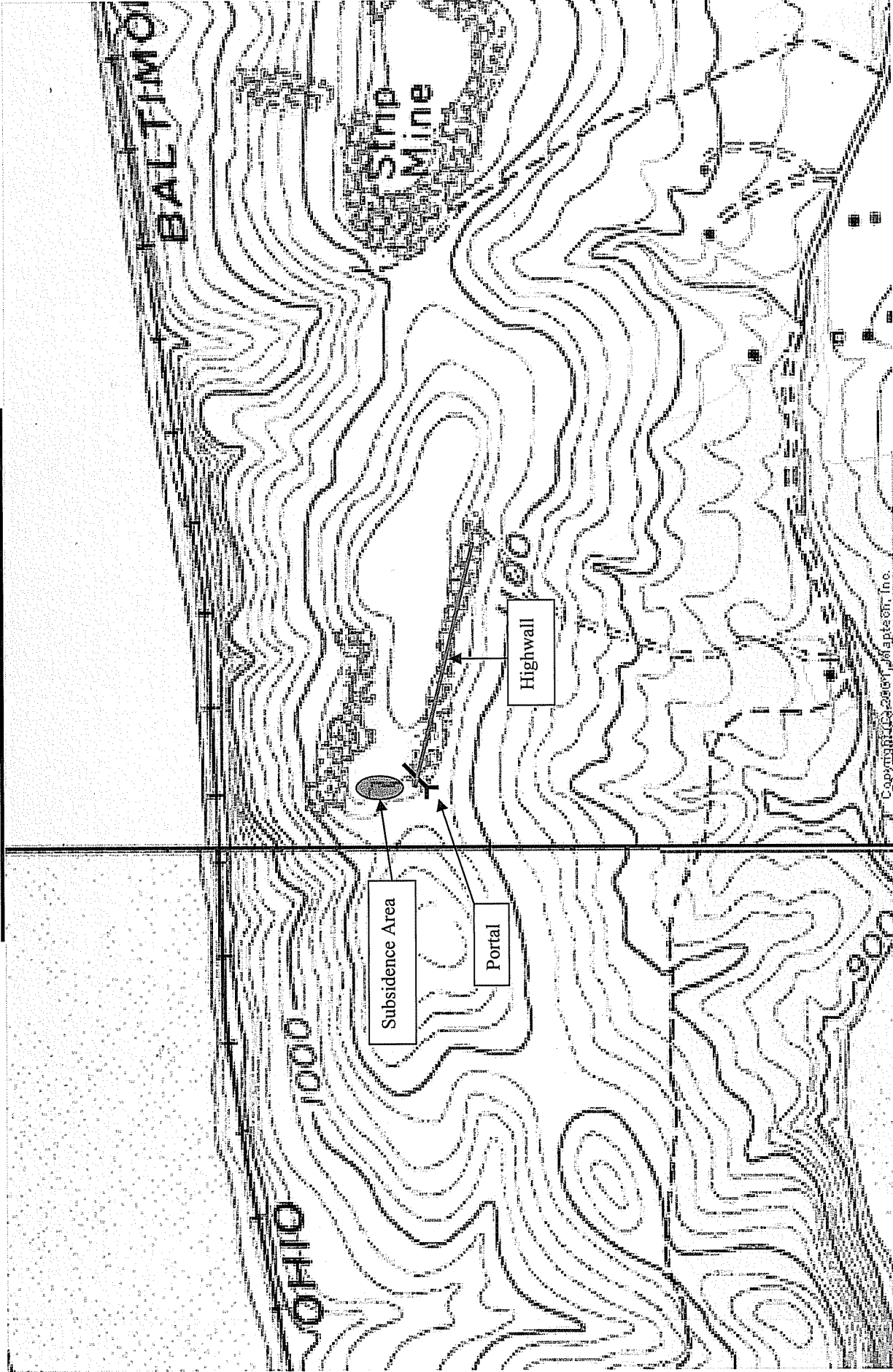
Lake Lynn / Morgantown North Quad
Latitude: 39° 41' 35"

Monongalia County
Longitude: 79° 52' 23"

Scale: 1 inch = 650 Feet

017

Project Location Map
Peninsula Highwall #2 WV-3942

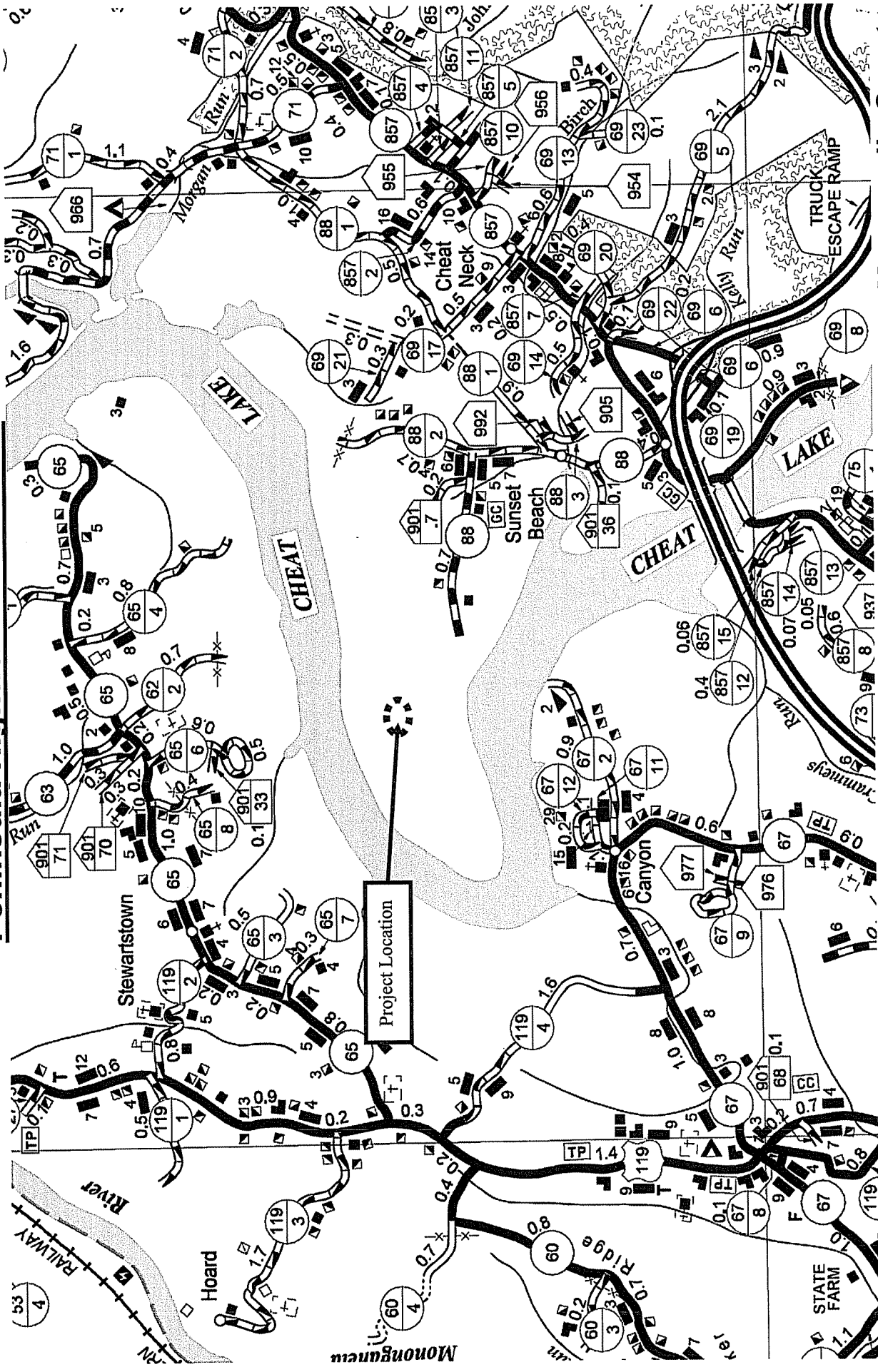


Lake Lynn Quad
Latitude: 39° 41' 32"

Monongalia County
Longitude: 79° 52' 20.4"
018

Scale: 1 inch = 650 Feet

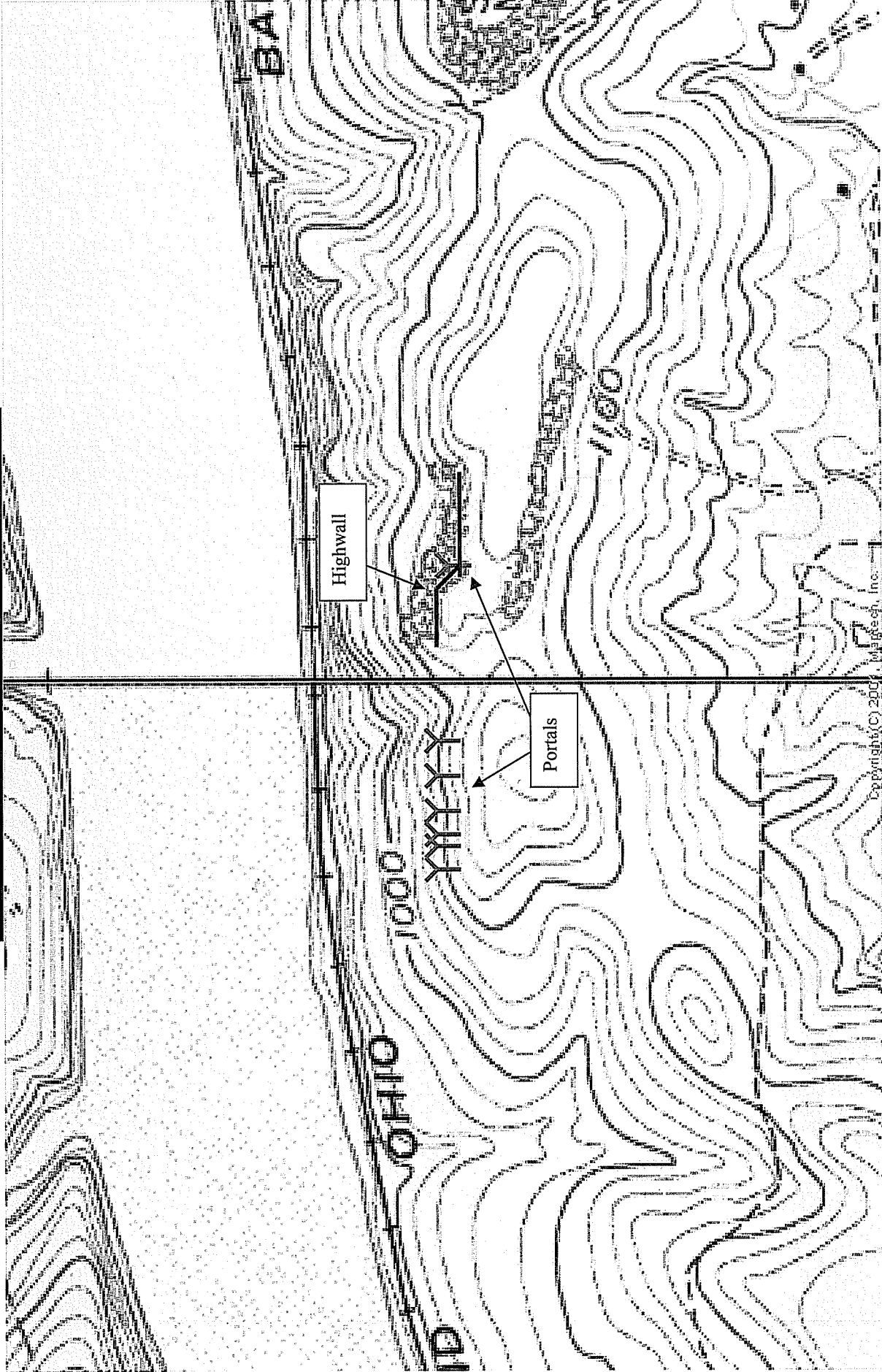
Project Location Map
Peninsula Highway #2 WV-3942



Monongalia County
Longitude: 79° 52' 20.4"

Lake Lynn Quad
Latitude: 39° 41' 32"

Project Location Map
Peninsula Highwall #1 WV-3942



Lake Lynn / Morgantown North Quad

Latitude: 39° 41' 35"

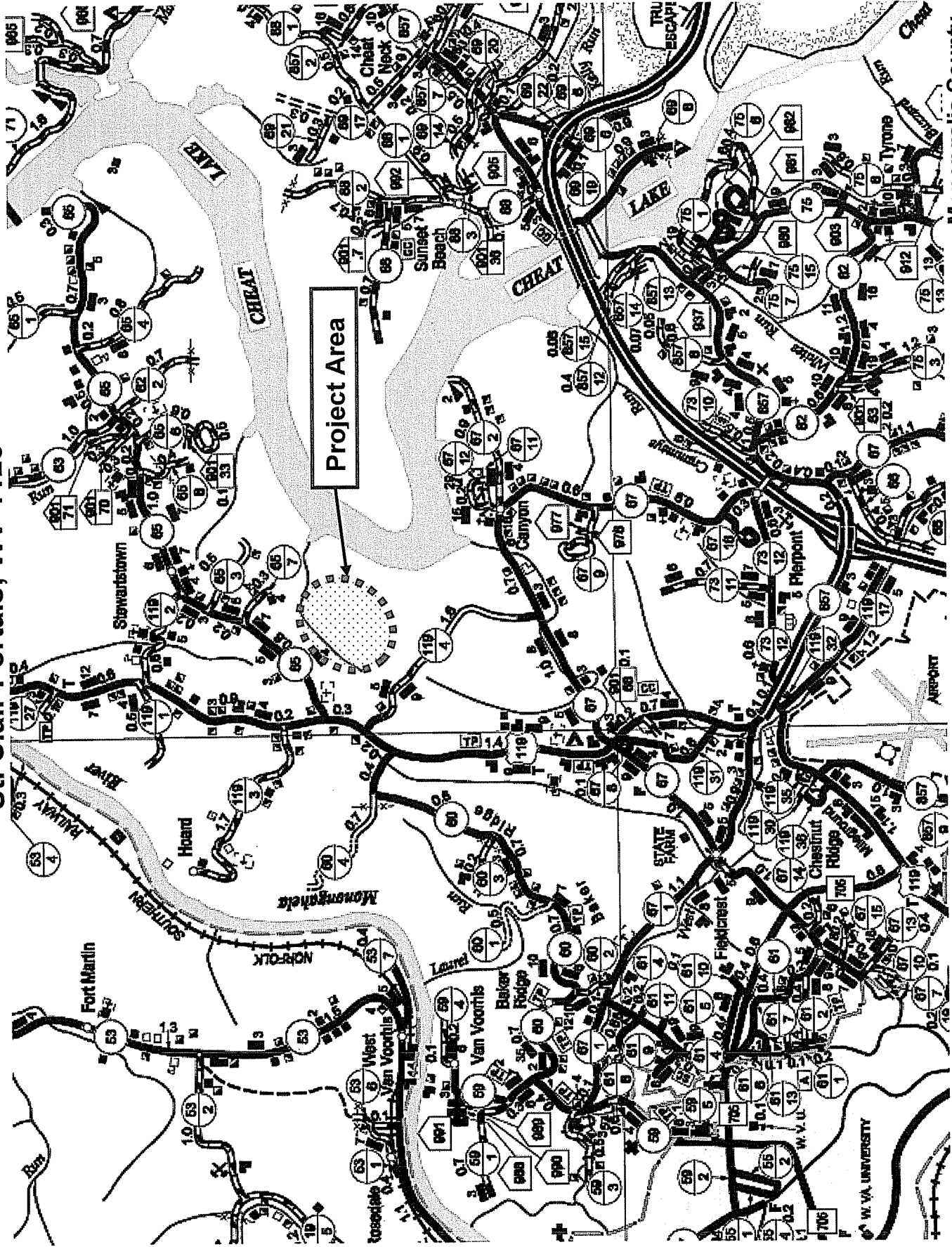
Monongalia County

Longitude: 79° 52' 23"

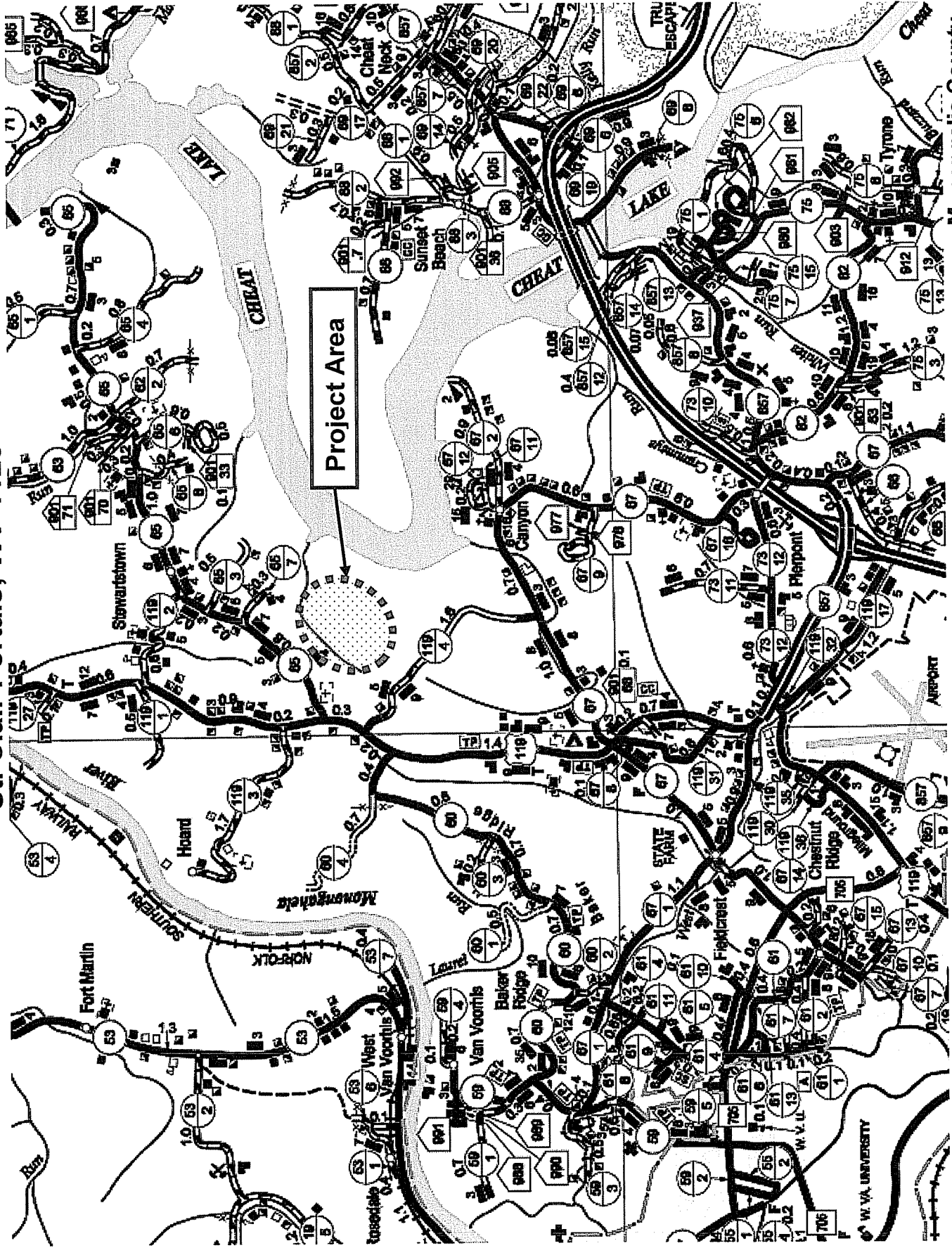
Scale: 1 inch = 650 Feet

020

Project Location - County Highway Map
St. Clair Portals; WV-1128



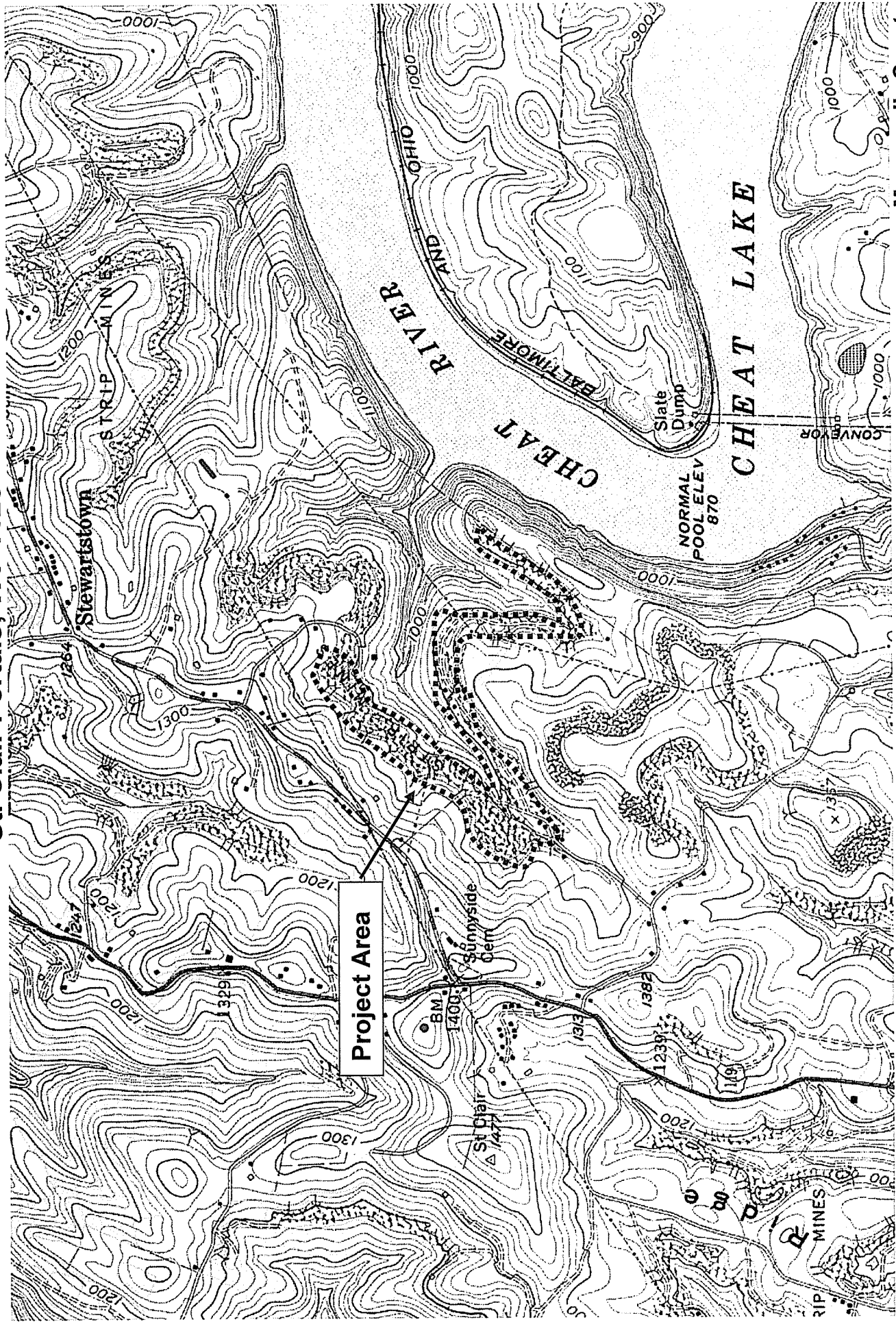
Project Location - County Highway Map
St. Clair Portals; WV-1128



Monongalia County

Morgantown North Quad

Project Location – Topographic Map
St. Clair Portals; WV-1128

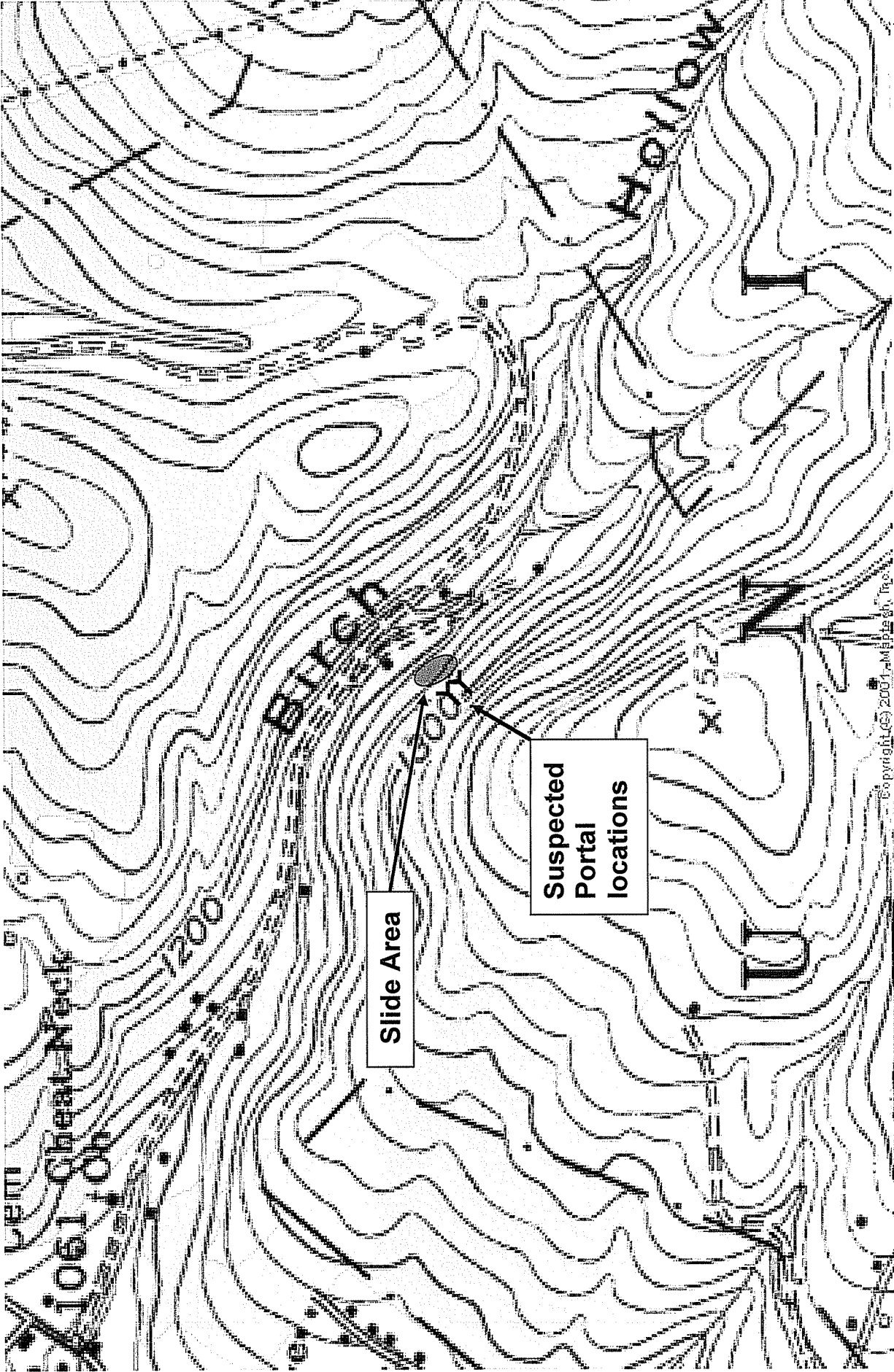


Morgantown North Quad
Latitude: 39° 41' 26"

Monongalia County
Longitude: 79° 54' 03"

Scale: 1 inch = 1,300 Feet

Project Location Map
Cheat Neck (Lenhart) Landslide; WV-5828



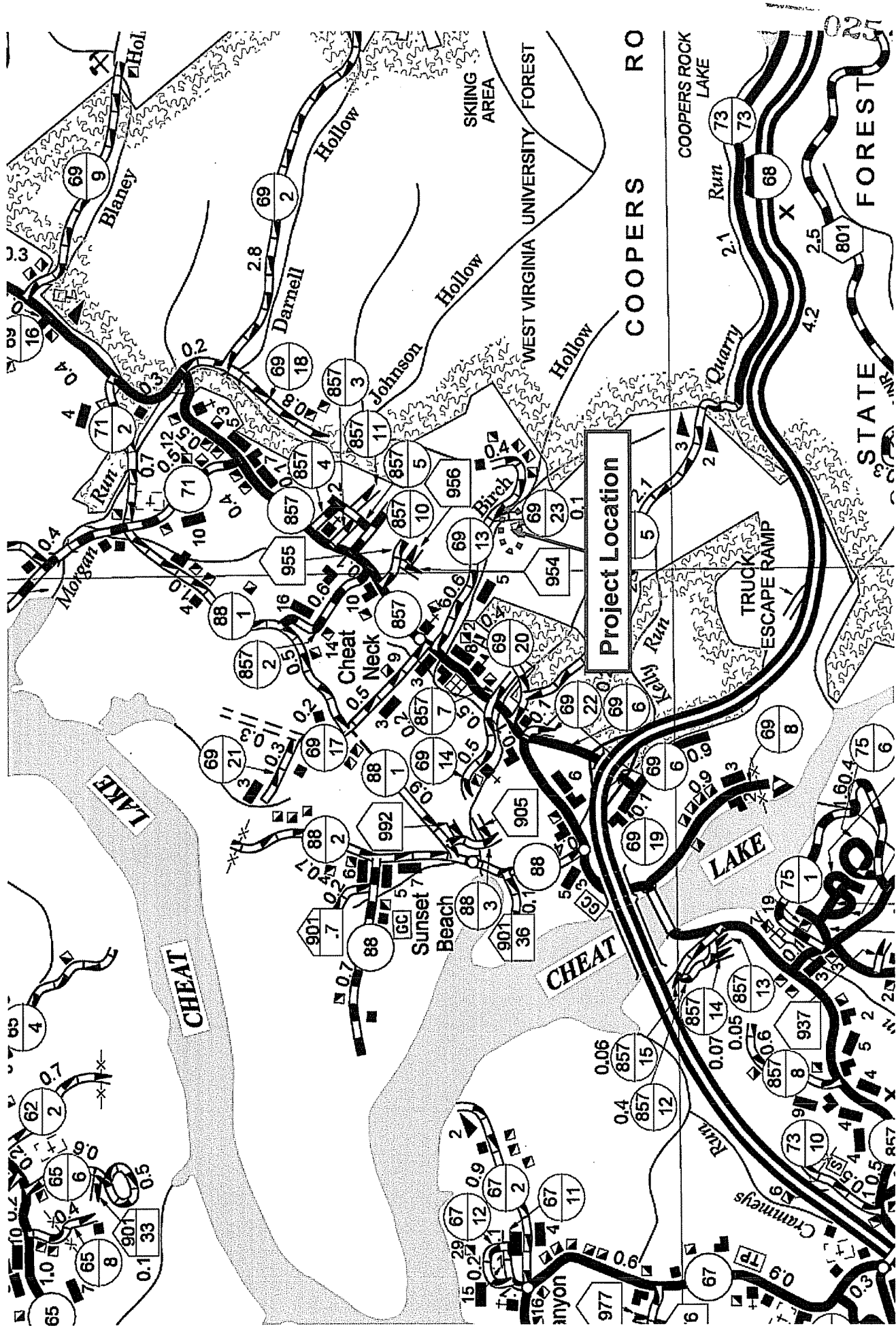
Lake Lynn Quad
Latitude: 39° 40' 36.10182"

Monongalia County
Longitude: 79° 49' 44.20004"

Scale: 1 inch = 1,500 Feet

024

Project Location Map
Cheat Neck (Lenhart) Landslide; WV-5828



Monongalia County
Longitude: 79° 49' 44.20004"

Lake Lynn Quad
Latitude: 39° 40' 36.10182"

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 AML CONSULTANT CONFIDENTIAL QUALIFICATION QUESTIONNAIRE

Attachment "B"

PROJECT NAME _____ DATE (DAY, MONTH, YEAR) _____ FEIN _____

1. FIRM NAME _____ 2. HOME OFFICE BUSINESS ADDRESS _____ 3. FORMER FIRM NAME _____

4. HOME OFFICE TELEPHONE _____ 5. ESTABLISHED (YEAR) _____ 6. TYPE OWNERSHIP _____ 6a. WV REGISTERED DBE _____
 Individual Corporation (Disadvantaged Business Enterprise) YES NO
 Partnership Joint-Venture YES NO

7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE _____

8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM _____ 8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS _____

9. PERSONNEL BY DISCIPLINE

— ADMINISTRATIVE	— ECOLOGISTS	— LANDSCAPE ARCHITECTS	— STRUCTURAL ENGINEERS
— ARCHITECTS	— ECONOMISTS	— MECHANICAL ENGINEERS	— SURVEYORS
— BIOLOGIST	— ELECTRICAL ENGINEERS	— MINING ENGINEERS	— TRAFFIC ENGINEERS
— CADD OPERATORS	— ENVIRONMENTALISTS	— PHOTOGRAMMETRISTS	— OTHER
— CHEMICAL ENGINEERS	— ESTIMATORS	— PLANNERS: URBAN/REGIONAL	
— CIVIL ENGINEERS	— GEOLOGISTS	— SANITARY ENGINEERS	
— CONSTRUCTION INSPECTORS	— HISTORIANS	— SOILS ENGINEERS	— TOTAL PERSONNEL
— DESIGNERS	— HYDROLOGISTS	— SPECIFICATION WRITERS	
— DRAFTSMEN			

TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: _____

*RPEs other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.

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

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

NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____

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

YES Description and Number of Projects: _____

NO

B. Is your firm experienced in Soil Analysis?

YES Description and Number of Projects: _____

NO

C. Is your firm experienced in hydrology and hydraulics?

YES Description and Number of Projects: _____

NO

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

YES Description and Number of Projects: _____

NO

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

YES Description and Number of Projects: _____

NO

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

YES Description and Number of Projects: _____

NO

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE	
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:

Brief Explanation of Responsibilities

EDUCATION (Degree, Year, Specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE	
	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:

Brief Explanation of Responsibilities

EDUCATION (Degree, Year, Specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
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Brief Explanation of Responsibilities

EDUCATION (Degree, Year, Specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)

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

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
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Brief Explanation of Responsibilities

EDUCATION (Degree, Year, Specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)

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

17. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM WAS THE DESIGNATED ENGINEER OF RECORD	PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)

