

**Expression of Interest for  
Architect/Engineering Services, Professional  
for the  
Division of Public Transit**



Submitted To:  
Department of Administration  
Purchasing Division  
2010 Washington Street, East  
Charleston, WV 25305-0130

**Submitted December 15, 2010  
Due December 16, 2010**

Submitted By:  
**Stantec Consulting Services Inc.**  
1 Moore Avenue  
Buckhannon, WV 26201  
304-472-7140

218 6<sup>th</sup> Avenue  
St. Albans, WV 25177  
304-722-3951

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2010 DEC 15 PM 2:10

WV PURCHASING  
DIVISION



**Stantec**



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*Stantec Expression of Interest  
Division of Public Transit  
RFQ #PTR 11023*

SECTION I  
Letter of Interest



Stantec Consulting Services Inc.  
218 6th Avenue  
St. Albans WV 25177  
Tel: (304) 722-3951  
Fax: (304) 722-3953

**Stantec**

December 15, 2010

Department of Administration  
Purchasing Division  
2010 Washington Street East  
P. O. Box 50130  
Charleston, WV 25305-0130

Subject: RFQ: PTR11023  
Architect/Engineering Services, Professional

Stantec Consulting Services Inc. is pleased to submit this response to the solicitation for Expressions of Interest for Architect/Engineering Services for the building, landscaping and site design, preparation of construction specifications, contract plans, and related documents, assistance in the preparation of bidding documents, costs estimates, construction oversight, coordination with local officials, utilities, site assessments and construction administration and supervision of construction of a pre-engineered metal and brick construction administrative office and maintenance facility, approximately 7,000 sq. ft. The space will include offices, restrooms, parts supply room, money counting room, and vehicle parking. The project will be located near Philippi, WV. The project work shall comply with all applicable local, state, and federal regulations and codes.

#### OVERALL CAPABILITIES

Stantec, founded in 1954, is one of North America's leading full service engineering, architecture, and project management consulting firms with a focus on sustainable design solutions. Our company ranks among the top providers of architectural, engineering, and planning services in North America, and is consistently ranked in the upper percentage of the 500 top U.S. Design Firms (we are currently ranked 24<sup>th</sup>) as determined by Engineering News-Record. Corporately Stantec Consulting Services Inc. has some 10,000 employees in ~ 150 offices throughout North America and maintains two offices and a nationally accredited construction materials testing laboratory in West Virginia. The WV offices are located in St. Albans and Buckhannon and the laboratory is also located in Buckhannon. We combine technical expertise with global experience to offer a complete range of project management, scientific, architectural, and engineering design services that span the entire project life cycle. Through our people, best practices, partnerships, and technology, we support the successful delivery of projects varying in size and complexity.

Stantec provides professional consulting services in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics for infrastructure and facilities projects. Continually striving to balance economic, environmental, and social responsibilities, we are recognized as a world-class leader and innovator in the delivery of sustainable solutions. We support public and private sector clients in a diverse range of markets, at every stage, from initial concept and financial feasibility to project completion and beyond.

Our experience, combined with our thorough knowledge of federal and state regulations and procedures, allows us to quickly resolve site-specific issues by identifying a solution that fulfills the development objective and complies with regulatory requirements. Stantec project management methods repeatedly result in projects that are completed within budget and on time, even if unforeseeable issues arise.

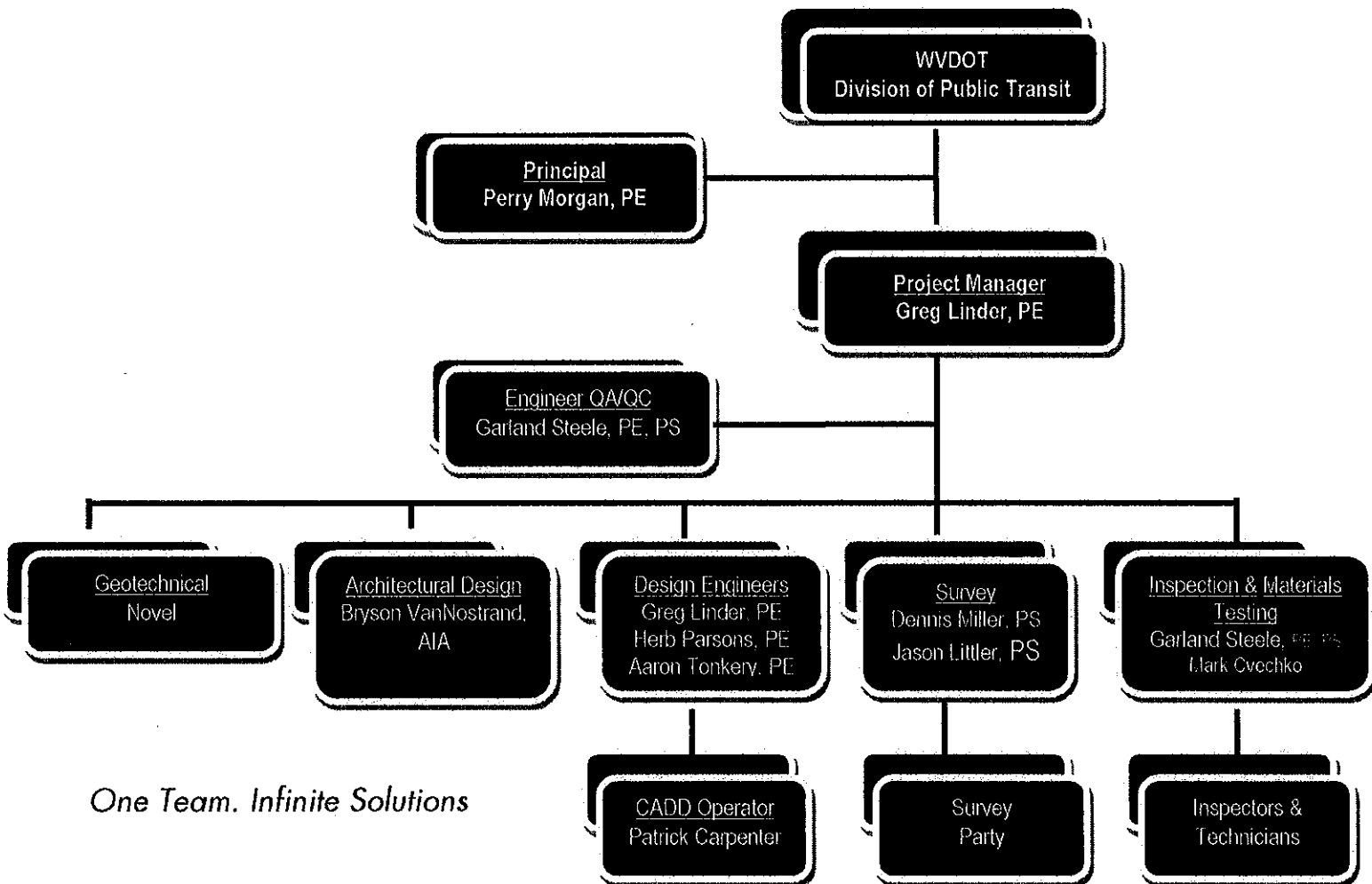
Stantec provides comprehensive services for site development including utilities planning and design. Our team of qualified engineers and designers work jointly to complete engineering analyses to identify existing on-site and off-site utilities, the potential for system upgrades to meet the demands of the proposed project, and efficient utility corridors. Stantec routinely analyzes pre- and post-development drainage calculations to ensure that existing and proposed drainage system designs are adequate to support proposed development and to ensure that post development runoff meets municipal and state regulations.

Our staff includes licensed professional surveyors experienced with building sites and the required facilities. Surveys furnish topographical and planimetric information from which engineering decisions are made. Our professional surveyors also assist in the construction layout and the verification of conformity with construction contract documents.

Stantec's success in providing clients with quality projects that are completed on time and within budget is significantly aided by our seasoned construction staff. Our team of engineers and supporting technicians and inspectors can competently manage any type of construction project.

One of the most important factors in the success of any project, or provision of any professional service, is the experience and qualifications of the key personnel who would be involved in the project. A firm may have a list of numerous similar past projects but, if the key representatives who performed these projects are no longer with the firm, the firm lacks current experience. Firms do not perform services. Individuals perform services, and firms provide support for these individuals. Resumes of the key people who are currently available and would be assigned to the proposed project are included in SECTION IV of this response to the EOI solicitation.

## Proposed Organization Chart



A few typical examples of relevant experience are listed on the following pages:



# Keyser McCool Fire Station Relocation Keyser, West Virginia

Stantec provided for the West Virginia Division of Highways surveying, site design, permitting, and associated construction documents.

VanNostrand Architects provided the architectural, structural, plumbing, mechanical, and electrical design and associated construction documents for the new Fire Station building.

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
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## KEYSER FIRE DEPARTMENT



### 2010

PROJECT NO.	201	DATE	08/11/10	SCALE	AS SHOWN	DESIGNED BY	STANTEC	PROJECT NO.	11023
CLIENT	STATE OF WEST VIRGINIA	LOCATION	KEYSER, WEST VIRGINIA	ARCHITECT	VANNOSTRAND ARCHITECTS	ENGINEER	STANTEC	DATE	08/11/10

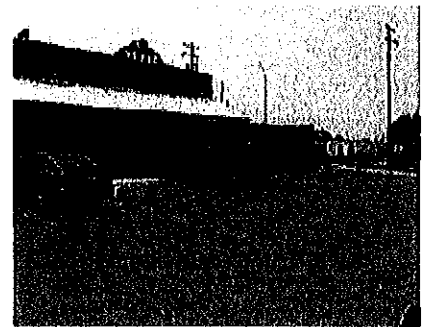
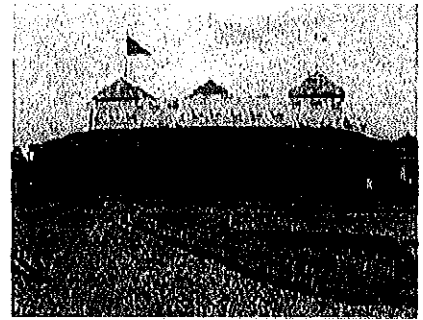


## Texas Roadhouse, Parkersburg, WV

Stantec has provided planning, engineering, surveying and environmental services for this 2.5 acre commercial development.

Stantec prepared construction drawings for site development of this 2.5 acre site in Parkersburg, West Virginia. This site is located between Murdach Avenue and Ohio Avenue along a busy section of Parkersburg. The project consisted of the redevelopment of an existing mixed use commercial and residential property and included services from several disciplines.

The site development included razing several existing buildings and construction of the 42,000 square foot Texas Roadhouse restaurant. The project included 200 new parking spaces, 3 new entrances to public right-of-way, pedestrian access and redeveloped/improved traffic pattern to, from and within the site. The site included a detailed construction plans, site assessment for zoning and land use, traffic study, storm water management, utility assessment/design and NPDES Environmental Permitting. Additionally full survey services were performed that included field run topography/as-builts with ALTA/ACSM survey and construction stakeout.





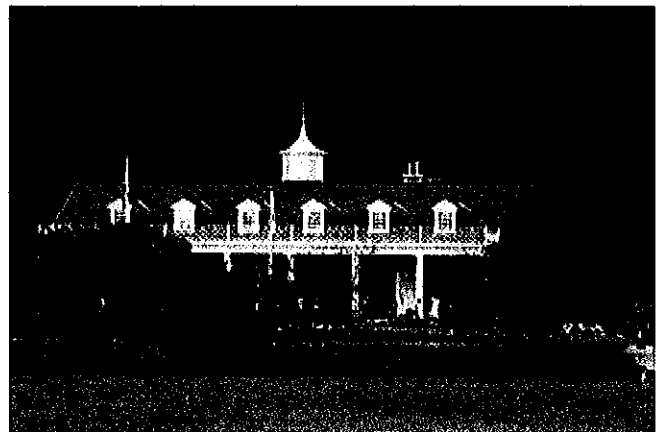
## Mount Vernon Dining Hall Restoration/Renovation

Lewis County, West Virginia



VanNostrand Architects PLLC provided complete civil, architectural, structural, plumbing, HVAC, and electrical design services for the renovation and restoration of the historic three-story dining hall at the WVU Jackson's Mill State 4-H Camp. As-built and Record drawings were also provided.

The project involved removing all of the building plumbing, mechanical, and electrical systems. The existing food service operation was removed, redesigned, and replaced with new equipment. The exterior historic stone veneer, wooden windows, and wooden trim were preserved and restored. Interior historic wood flooring and trim were also preserved and restored. The basement level was redesigned to incorporate new mechanical and electrical systems, as well as new meeting rooms and toilet facilities. The first floor dining room was restored to its original 1926 condition and the kitchen area was completely remodeled. A 4-pipe boiler and chiller HVAC system and automated control system was installed for the basement and first floor levels. A new elevator provided access to the second floor residential suites. All rooms on the second floor were restored, with modern bathing and kitchenette fixtures added. A new dry automatic sprinkler system was installed along with a new campus network fire alarm system. An emergency generator was installed to provide for the food service operation during power outages. Project Budget: \$3.5MM



## Ann Arbor – Municipal Services Center

Ann Arbor, Michigan

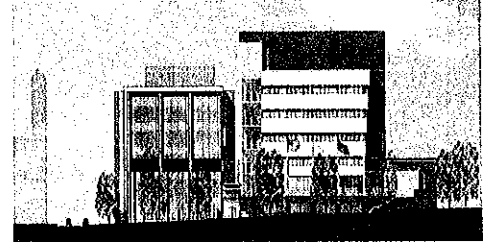
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This project includes a redevelopment of the current Guy C. Larcom Jr. Municipal Building site at Fifth Avenue/Huron Street. When complete, community members will have a convenient, accessible location for city services, still in the heart of downtown.

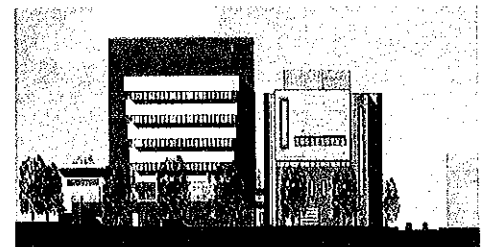
Stantec provided the civil services, including site plan submittal for the new \$47 M, 102,000 square-foot Ann Arbor Municipal Services Center. This 3-acre urban redevelopment site is utilizing natural excavation/stone infiltration as BMP for underground stormwater detention system with zero runoff.

The consideration of public process and input resulted in the recommendation to build the proposed 15th District Court and Police Facility on the east side of the current City Hall located at 100 N. Fifth Ave. The current Larcom building and the new 15th District Court and Police Facility would become the Ann Arbor Municipal Center. The project's first phase is to build a new building for the 15th District Court and Ann Arbor Police Department. The second phase will refurbish the basement and first floor of the current Larcom building. The basement will then accommodate new police locker rooms and meeting areas. The first floor will house the Customer Service Center, Planning and Development Services Unit, Community Services Administration and a revised lobby area.

The building is being designed to be consistent with benchmark green building practices. The architectural design team has evaluated and made recommendations on sustainable design strategies such as a "green" or vegetated roof/plaza design; energy efficient building envelope design; day lighting/building shading design; natural ventilation design; selection and specification of materials with recycled content; design and specification of energy saving building systems controls; environmental site planning and landscape design; and innovative storm water design to minimize runoff and meet requirements.



02





Building Addition and Renovation  
St. Joseph's Hospital, Buckhannon, WV

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Highlights of some of Stantec's responsibilities during this project included:

- Maintaining clear and precise communication between the Contractor and SJH
- Review of Shop Drawing
- Daily Resident Observation throughout the 28-month construction period
- Detailed photographic evidence of work completed each day
- Meeting with State and Local regulating officials for inspections and compliance with codes and regulations.
- Review and approval of monthly pay estimates.
- Project was less than 3.25% over budget (\$210,000.00).
- Kept records of inventory and materials arriving on-site.
- Performing of concrete and compaction testing for compliance with Contract Specifications.
- Assisting SJH with development of final walk-through punch list.
- Assisting SJH with receiving and inventorying of new equipment supplied by the Contractor.
- Provided surveying and construction layout services.
- Provided permitting services.

## CURRENT WORKLOAD

Stantec handles assignments ranging from small to very large design and construction service projects. The firm's ability to compete on such an extensive range of projects is directly related to the firm's ability to effectively share resources and expertise from its highly qualified and diverse staff. Review of our available resources indicates that we can commit to providing professional services for this project.

## OFFICE LOCATION

The base office for this project will be our office located at 1 Moore Avenue, Buckhannon, West Virginia. Support will be provided by our office located at 218 - 6<sup>th</sup> Avenue, St. Albans, West Virginia. Architectural services will be provided by VanNostrand Architects from their office located in Buckhannon, West Virginia. Geotechnical services will be provided from our DBIA subconsultant from their office located in St. Albans, West Virginia.

## WORK TO BE PERFORMED BY SUBCONSULTANT

5.1% of the work will be performed by our DBIA subconsultant who provides geotechnical services. Architectural services will be provided by VanNostrand Architects.

## COST ACCOUNTING SYSTEM

The Stantec updated "Cost Accounting Information Statement," which was submitted to the WVDOT's DOH on June 3, 2010, documents the capability of our system to segregate and identify accumulating costs for jobs that are performed under cost type contracts.

A copy of Stantec's Independent Auditors' Report is located in SECTION VII.

It is understood that the successful firm for this project will be required to comply with Section 3.4 of the solicitation, a copy of which is included in this response to the EOI solicitation.

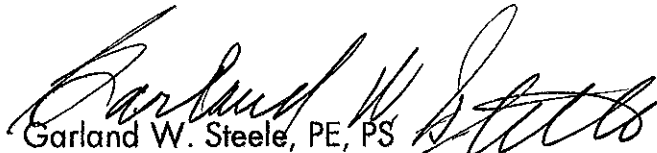
We are pleased with this opportunity to provide Architect/Engineering Services for the West Virginia Department of Transportation's Division of Public Transit. If any

Division of Public Transit  
RFQ #PTR 11023

questions arise or additional information is needed, please contact me at  
(telephone) 304-722-3951, (fax) 304-722-3953 fax, or (email)  
[garland.steele@stantec.com](mailto:garland.steele@stantec.com).

Yours very truly,

**STANTEC CONSULTING SERVICES INC.**

  
Garland W. Steele, PE, PS  
Engineer Quality Assurance/Quality Control

Encl.

GWS/vb

*Stantec Expression of Interest  
Division of Public Transit  
RFQ #PTR 11023*

SECTION II  
Solicitation for Expressions of Interest (copy of)



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  
**PTR11023**

PAGE  
**1**

ADDRESS FOR CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER  
 304-558-2316**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIVISION OF PUBLIC TRANSIT  
 BUILDING 5, ROOM 906  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0432 304-558-0428**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/25/2010				
BID OPENING DATE: 12/16/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-00-00-001		
<b>ARCHITECT/ENGINEERING SERVICES, PROFESSIONAL</b>  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF PUBLIC TRANSIT IS SOLICITING EXPRESSIONS OF INTEREST FOR ARCHITECTURAL & ENGINEERING SERVICES FOR THE CONSTRUCTION OF A PRE-ENGINEERED METAL AND BRICK ADMINISTRATIVE AND MAINTENANCE FACILITY PER THE ATTACHED.  ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/30/2010 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.  EXHIBIT 10  REQUISITION NO.: .....  ADDENDUM ACKNOWLEDGEMENT  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NO.'S:  NO. 1 .....						

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'



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  
**PTR11023**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER  
 304-558-2316**

RFQ COPY  
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**DIVISION OF PUBLIC TRANSIT  
 BUILDING 5, ROOM 906  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0432 304-558-0428**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/25/2010				

BID OPENING DATE: **12/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QTY NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 2 .....					
	NO. 3 .....					
	NO. 4 .....					
	NO. 5 .....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>No addenda issued.</i></p> <p><i>[Signature]</i>            SIGNATURE</p> <p><i>[Signature]</i>            COMPANY</p> <p><i>12/16/10</i>            DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009            BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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



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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

# Request for Quotation

RFQ NUMBER  
**PTR11023**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER  
 304-558-2316**

RFQ COPY  
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DIVISION OF PUBLIC TRANSIT  
 BUILDING 5, ROOM 906  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0432 304-558-0428

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/25/2010				

BID OPENING DATE: **12/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WITHOUT FURTHER ORDER.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: PTR11023</p> <p>BID OPENING DATE: 12/16/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            ----- <b>304-722-3953</b> -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
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# Request for Quotation

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PAGE:  
**4**

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 304-558-2316**

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

**DIVISION OF PUBLIC TRANSIT  
 BUILDING 5, ROOM 906  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0432 304-558-0428**

DATE PRINTED: <b>10/25/2010</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **12/16/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Garland Steele</i>						
***** THIS IS THE END OF RFQ PTR11023 ***** 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'

Buyer: FW-44 Page: \_\_\_\_\_ PO# PTR11023  
Spending Unit: Division of Public Transit  
Department of Transportation

## **EXPRESSION OF INTEREST**

Project: Here and There  
PTR11023

### **Part 1**

### **GENERAL INFORMATION**

**1.1 Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of West Virginia Department of Transportation, Division of Public Transit, is soliciting Expression(s) of Interest (EOI) from qualified firms to provide architectural/engineering services as defined in Part two (2) and three (3).

**1.2 Project:**

The purpose of the projects described in Parts 2 & 3 is to provide architectural and engineering services for the construction of a pre-engineered metal and brick construction administrative office and maintenance facility, approximately 7,000 sq. ft. The Division already has a footprint of plans that will be followed. The space will allow for offices, restrooms, money counting room, parts supply room, and vehicle parking. This project will be located in near Philippi, WV.

**1.3 Format: N/A**

**1.4 Inquiries:**

Additional information inquiries regarding this EOI must be submitted in writing to 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:

Mr. Frank Whittaker, Senior Buyer  
Purchasing Division  
P.O. Box 50130  
Charleston, WV 25305-0130  
Telephone: (304) 558-2316  
Fax: (304) 558-4115

**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:**

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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.

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.

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**Submit:**

One original plus (5) convenience copies 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: Frank Whittaker FW-44  
Req#: PTR11023  
Opening Date: December 16, 2010  
Opening Time: 1:30pm

**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, which ever 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 the EOI.....	10/29/2010
Firm's Written Questions Submission Deadline....	11/30/2010
Addendum Issued.....	12/7/2010
Expressions of Interest Opening Date.....	12/16/2010
Estimated Date for Interviews...(wk of ?).....	1/11/2011

**1.17 Mandatory Prebid 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

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certifications. The Affidavit **must** be signed and submitted prior to award. It is preferred that the Affidavit be submitted with the EOI. **Bid Form #6**

## **PART 2 OPERATING ENVIRONMENT**

- 2.1 **Location:** The West Virginia Division of Public Transit is located at 1900 Kanawha Blvd., East, Building 5, Room 906 at the State Capitol Complex. This project for this EOI is located in near Philippi, WV. To visit the site, the vendor may call Here and There Transit for directions only at (304) 457-1818.
- 2.2 **Background:** The West Virginia Department of Transportation, Division of Public Transit is responsible for administering the Federal Transit Administration (FTA) Section 5311 Program for rural transit systems and is the designated state agency for the receipt of FTA funding. Here and There Transit is the Section 5311 rural transit provider for Barbour County.

The firm will design and supervise construction of a pre-engineered metal and brick construction administrative office and vehicle storage facility that can house up to 8 vehicles, approximately 7,000 sq. ft. The space will allow for offices, restrooms, small parts supply room, money counting room, and vehicle parking. This project will be located in near Philippi, WV.

## **PART 3 PROCUREMENT SPECIFICATIONS**

- 3.1 **General Requirements:** Design work will include the preparation of plans, project specifications, estimates and evaluations of vendors during the procurement process.

It is the policy of the West Virginia Department of Transportation, Division of Public Transit, that Disadvantaged and Women-owned Business Enterprise shall have the maximum opportunity to participate in the performance of contract financed in whole or in part with the Federal Transit Administration funds. The DBE goal for this project is 5.1%.

The successful firm will be required to comply with all federal terms and conditions that apply to funding from the Federal Transit Administration. A copy of these conditions is attached.

At a minimum, the Division is requesting that the prospectus contain the following items listed in their proposal (1) Overall capabilities to handle this work, including



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work force available to assign to the project, personnel qualifications and present workload, (2) Location of office in which the work will be performed, (3) Amount of work proposed to be subcontracted or performed by subconsultant, (4) Indication of whether a cost accounting system has been maintained and is in effect, such that it is capable of segregating and identifying accumulating costs for each job that is performed under cost type projects.

Each firm and any subcontractors shall submit a current audited overhead rate computation performed by a State or Federal government agency or an independent CPA firm. The submitted overhead audit shall contain a detailed exhibit of the computations with all applicable eliminations and references. The audit shall be done in accordance with Government Auditing Standards issued by the Comptroller General of the United States and all eliminations required by the Federal Acquisition Regulations will be made.

3.2 **Project Description:** Architectural/Engineering services for the building, landscaping and site design, preparation of construction specifications, contract plans, and related documents, assistance in the preparation of bidding documents, costs estimates, construction oversight, coordination with local officials, utilities, site assessments and construction administration and supervision of construction of a pre-engineered metal and brick construction administrative office and maintenance facility, approximately 7,000 sq. ft. The space will allow for offices, restrooms, parts supply room, money counting room, and vehicle parking. This project will be located in near Philippi, WV. All state, federal and local regulations and codes shall be met.

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 (Mandolldis)

3.4 **General Terms and Conditions:**

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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.

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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

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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

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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

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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.

**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 \$200 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.

**3.4.17: FEDERAL TRANSIT ADMINISTRATION MASTER AGREEMENT:**

The attached document is incorporated by reference and made part of this

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Agreement: "Federal Transit Administration Master Agreement," FTA MA (17), October 1, 2010 and any revisions, amendments or reissuance under any title which may occur now or in the future for the life of the Agreement by the Federal Transit Administration or its assigns. In the event that any of the covenants, agreements, terms or provisions contained in this Agreement shall be in conflict with the "Federal Transit Administration Master Agreement", the current "Federal Transit Administration Master Agreement" shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. FTA Website for Master Agreement:

<http://www.fta.dot.gov/documents/17-Master.pdf>

**3.4.18: Disadvantage Business Enterprise (DBE):**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the West Virginia Department of Transportation, Division of Public Transit, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all Bidders/Offerors, including those who qualify as a DBE. A DBE contract goal of 5.1% has been established for this contract. The Bidder/Offeror shall make good faith efforts, as defined in 3.4.19, to meet the contract goal for DBE participation in the performance of this contract.

In **Bid Form #1**: Letter of Intent, the Bidder/Offeror shall be required to complete and submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) written documentation of the Bidder/Offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (4) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (5). The bidder shall indicate his goal in the appropriate space on **Bid Form #2: DBE Utilization Plan**.

Any Bidder who does not submit the Letter of Intent (**Bid Form #1**) and the DBE Utilization Plan, **Bid Form #2**, shall not be considered for award.

In order to be accepted under this program, all DBE's must be certified by the West Virginia Department of Transportation, Equal Employment Opportunity Office, **at the time of bid**. Applications for DBE classification may be requested

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from:

Bob Cook, DBE Program Specialist  
WV DOT, EEO Office  
Building 5, Room 925  
1900 Kanawha Blvd., E.  
Charleston, WV 25305-0430  
PHONE: (304) 558-3931

A directory of DBE firms (consultants) which are certified by the WV DOT, EEO office, may be found at:  
[http://www.wvdot.com/3\\_roadways/3d9a\\_consult\\_inc.pdf](http://www.wvdot.com/3_roadways/3d9a_consult_inc.pdf).

**3.4.19: DBE Good Faith Efforts:**

If the Bidder's proposed goal is less than the Division of Public Transit's determined goal, he or she must demonstrate that good faith efforts were made prior to submitting the bid. This documentation must be submitted to the Division of Public Transit and received no later than ten (10) calendar days after the date of receipt of written notification. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort. These documented attempts shall include but not be limited to:

- 1) Whether the Firm advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- 2) Whether the Firm provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited, in sufficient time to allow the DBE's to participate effectively;
- 3) Whether the Firm followed up initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;
- 4) Whether the Firm selected portions of the work to be performed by DBE's in order to increase the likelihood of meeting the DBE's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE's participation);



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- 5) Whether the Firm provided interested DBE's with adequate information about the specifications and requirements of the contract;
- 6) Whether the Firm negotiated in good faith with interested DBE's not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities;
- 7) Whether the Firm effectively used the services of available minority community organizations; local, State and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

Firms that do not meet the contract DBE goal and who fail to demonstrate that good faith efforts were made prior to the bid shall not be eligible to be awarded the contract.

**3.4.20: Federal Terms and Conditions:**

By signing and submitting their proposal, the successful firm agrees to be bound by all the Federal terms contained in this EOI.

**Bid Forms #1 to #6 should be submitted with the proposal.**

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**BID FORM # 1: Letter of Intent**

Name of Bidder/Offeror's Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by the DBE firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title)

If the Bidder/Offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

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**BID FORM #2: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned Bidder/Offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The Bidder/Offeror is committed to a minimum of 5.1% DBE utilization on this contract.

\_\_\_\_\_ The Bidder/Offeror (if unable to meet the DBE goal of 5.1%) is committed to a minimum of 5.1% DBE utilization of this contract and submits documentation demonstrating good faith efforts.

Name of Bidder/Offeror's firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title)

**BID FORM#3**

\_\_\_\_\_ hereby certifies that it IS or IS NOT (specify one) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for violations of Various Public Contracts Incorporating Labor Standards Provisions.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**BID FORM #4**

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract),

\_\_\_\_\_ (COMPANY NAME) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),

\_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

**BID FORM #5**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

The undersigned (Vendor, Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. [as amended by "Government Wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

BF#6

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

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

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

Buyer: FW-44 Page: \_\_\_\_\_ PO# PTR11023  
Spending Unit: Division of Public Transit  
Department of Transportation

## 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."



Buyer: FW-44 Page: \_\_\_\_\_ PO# PTR11023  
Spending Unit: Division of Public Transit  
Department of Transportation

b) The evaluation criteria and assigned point values are as follows:

**4.2 Evaluation Criteria:**

The following are the evaluated factors and maximum points possible for technical point scores:

A. Firm's understanding of the work to be performed.	20 Points Possible
B. Prior experience of firm in constructing a project of this type.	30 Points Possible
C. Qualifications of staff to be assigned work.	40 Points Possible
<u>D. Firm's interview by committee.</u>	<u>10 Points Possible</u>
<b>TOTAL</b>	<b>100 Points Possible</b>

**Notification of Federal Participation**

Federal funding for this project is being provided by the Federal Transit Administration through CFDA 20500 for 80 % of the project cost.

**No Federal Government Obligations to Third Parties**

(1) The WV Division of Public Transit and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the WV Division of Public Transit, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements or Related Acts**

(1) The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration (FTA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

(2) The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

(3) The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Exclusionary or Discriminatory Specifications**

The Vendor agrees that it will comply with the requirements of 49 U.S.C. § 5325(h) by refraining from using any Federal assistance awarded by the WV Division of Public Transit to support procurements using exclusionary or discriminatory specifications.

**Geographic Restrictions**

The Vendor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA.

**Audit and Inspection**

The Vendor agrees to permit the WV Division of Public Transit, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data and records with regard to the Contract. The Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

**Disadvantaged Business Enterprise (DBE)**

The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The requirements of 49 C.F.R. Part 26 and the WV Department of Transportation's (WVDOT) U.S. Department of Transportation (USDOT) approved Disadvantaged Business Enterprise (DBE) Program are incorporated in the Contract by reference. The Vendor agrees to take all necessary and reasonable steps under the requirements of 49 C.F.R. Part 26 and the USDOT approved Disadvantaged Business Enterprise (DBE) Program (where required) to ensure that eligible DBEs have the maximum feasible opportunity to participate in USDOT approved Contracts. Failure by the Vendor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy as the WV Division of Public Transit deems appropriate.

**Civil Rights**

The following requirements apply to the underlying contract:

(1) **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, Section 303 of the Age Discrimination Act of 1974, as amended, 42 U.S.C. § 6101 *et seq.*, Section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and Federal Transit law at 49 U.S.C. § 5332, the Vendor agrees that it will not discriminate against

any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.* and implementing regulations, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with Section 102 of the Americans With Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans With Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(3) The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### Energy Conservation

The Vendor agrees to comply with, and obtain the compliance of its subcontractors, with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

#### Clean Air & Clean Water Requirements

(1) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7414 and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Vendor agrees to report each violation to the WV Division of Public Transit and understands and agrees that the WV Division of Public Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided from FTA.

#### Application of Federal, State and Local Laws and Regulations

To achieve compliance with changing federal, state and local requirements, the Vendor shall note that federal, state and local requirements may change and the changed requirements will apply to this Contract as required.

#### Labor Provisions

The Vendor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 *et seq.*, esp. § 3702 & 3704) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR § 1926) as they involve the employment of mechanics and laborers.

Overtime Requirements. No Vendor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (2) of this section, the Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (2) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.

**Withholding for Unpaid Wages and Liquidated Damages.** The WV Division of Public Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.

**Subcontracts.** The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**Payrolls and Basic Records.** Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR .5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

#### **Termination**

##### **(a) Termination for Convenience**

The WV Division of Public Transit may terminate this contract, in whole or in part, at any time by written notice to the Vendor when it is in the Government's best interest. The Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to the WV Division of Public Transit to be paid to the Vendor. If the Vendor has any property in its possession belonging to the WV Division of Public Transit, the Vendor will account for the same, and dispose of it in the manner the WV Division of Public Transit directs.

##### **(b) Termination for Default (Breach or Cause)**

If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Vendor fails to perform in the manner called for in the contract, or if the Vendor fails to comply with any other provisions of the contract, the WV Division of Public Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Vendor is in default. The Vendor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the WV Division of Public Transit that the Vendor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Vendor, the WV Division of Public Transit, after setting up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience.

##### **(c) Opportunity to Cure**

The WV Division of Public Transit in its sole discretion may, in the case of a termination for breach or default, allow the Vendor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Vendor fails to remedy to the WV Division of Public Transit's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Vendor or written notice from the WV Division of Public Transit setting forth the nature of said breach or default, the WV Division of Public Transit shall have the right to terminate the Contract without any further obligation to Vendor. Any such termination for default shall not in any way operate to preclude the WV Division of Public Transit from also pursuing all available remedies against Vendor and its sureties for said breach or default.

##### **(d) Waiver of Remedies for Any Breach**

In the event that the WV Division of Public Transit elects to waive its remedies for any breach by Vendor of any covenant, term or condition of this Contract, such waiver by the WV Division of Public Transit shall not limit the WV Division of Public Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

#### **Bankruptcy**

Upon entering of a judgment of bankruptcy or insolvency by or against a Vendor, the WV Division of Public Transit may terminate this Contract for cause.

### FTA Role in Bid Protests

Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

#### 1. Requirements for the Protester. The protester must:

- a. Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.
  1. Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
  2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
  3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.
- b. Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the WV Division of Public Transit's protest procedures to completion before appealing the WV Division of Public Transit's decision to FTA.
- c. Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 600, Philadelphia, PA 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the WV Division of Public Transit's final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the WV Division of Public Transit's failure to have or failure to comply with its protest procedures or failure to review the protest.

#### 2. Extent of FTA Review. FTA limits its review of protests to:

- a. Failure of the Division of Public Transit to have or adhere to its written bid protest procedures, or failure of the Division of Public Transit to review a complaint or protest.
- b. Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.
- c. Alleged violations of a specific Federal Law or regulation that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal Law or regulation. *See, e.g.,* Buy America Requirements, 49 C.F.R. Part 661 (Section 661.16); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 26.89.

FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

3. FTA Determinations to Decline Protest Reviews. FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the Division of Public Transit's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

### Prohibited Interest

No employee, officer, board member, agent or their family members of the WV Division of Public Transit may participate in the selection, award, or administration of a Contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Vendor selected for the Contract.

### Preference for Recycled Products

The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### Metric System

As required by U.S. DOT or FTA, the Vendor agrees to use the metric system of measurement in its Project activities, as may be required by Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et. seq.;

Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA.

**Hold Harmless**

The Vendor agrees to protect, defend, indemnify and hold the WV Division of Public Transit, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property rights, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**Licensing and Permits**

The Vendor shall be appropriately licensed for the work required as a result of the Contract. The cost for any required licenses or permits shall be the responsibility of the Vendor. The Vendor is liable for any and all taxes due as a result of the Contract.

**Compliance with Laws and Permits**

The Vendor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, Regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract and the other Contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Vendor shall furnish to the WV Division of Public Transit certificates of compliance with all such laws, orders, and regulations.

**Prompt Payment**

The prime Contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime Vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Division of Public Transit. This clause applies to both DBE and non-DBE subcontractors.

**Cargo Preference**

The Vendor agrees:

To utilize privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill of lading in English for each shipment of cargo described in the paragraph above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Division of Public Transit (through the Vendor in the case of a subcontractor's bill of lading.)

To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**Federal Regulation Changes**

Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(15) dated October 1, 2008) between the WV Department of Transportation, Division of Public Transit and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Vendor's failure to so comply shall constitute a material breach of this contract.

**Severability**

In the event any provision of the Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

**Debarment and Suspension**

Vendor agrees to comply, and assures the compliance of any other participant at any tier of the project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.S. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OBM) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

The vendor agrees to, and assures that any other participant at any tier of the project will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any other arrangement in connection with the project.

By signing and submitting its bid or proposal, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the WV Division of Public Transit. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the WV Division of Public Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Accessibility**

Vendor agrees that products provided shall be in accordance with the 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "American with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

**FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any WV Division of Public Transit requests that would cause the WV Division of Public Transit to be in violation of the FTA terms and conditions.

03/11/2009

Stantec Expression of Interest  
Division of Public Transit  
RFQ #PTR 11023

## SECTION III Overview



## Company Profile

**Stantec Consulting Services Inc.**, founded in 1954, provides professional design and consulting services in planning, engineering, architecture, surveying, economics, and project management. Continually striving to balance economic, environmental, and social responsibilities, we are recognized as a world-class leader and innovator in the delivery of sustainable solutions.

Firmly committed to continuous innovation, Stantec adopts a fully integrated approach to projects. Our multidisciplinary practice areas serve public and private sector clients in a diverse range of markets. Our clients represent our partners and together our infinite solutions provide successful project delivery.

In January 2008, R.D. Zande & Associates and FMSM were acquired by Stantec. This important acquisition provided the opportunity to establish the Great Lakes region office. Staffed with the same professionals, this acquisition has provided the opportunity to continue established relationships while greatly enhancing and expanding the services that can be provided. The list on the right identifies the practice areas provided by the firm.

Over the years, Stantec has successfully completed hundreds of projects – from major expressways and rural highways to bridge planning and airport design. Our clientele include metropolitan planning organizations, public authorities, municipal engineering departments, federal government agencies, departments of transportation, major commercial and residential developers, and universities. The services our clients receive span the full range of project development from concept studies to implementation. Our proactive approach to managing the design development and environmental processes is a culture nurtured by all of our staff. The latest technology is used for alternative assessments, final design production, and public presentations.

Continually striving to balance economic, environmental, and social responsibilities, Stantec is recognized both as a leader and innovator in solutions that promote sustainability. We are committed to the delivery of quality solutions that are timeless, intelligent, cost-effective, and sustainable. Through experience and dedication to designing and implementing cost-effective, appropriate solutions, we are committed to adding value to your projects.

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### Practice Areas:

- Architecture & Interior Design
  - Buildings Engineering
  - Facilities Planning & Operations
  - Surveys/Geomatics
  - Environmental Infrastructure
  - Environmental Management
  - Environmental Remediation
  - Geotechnical Engineering
  - Bio/Pharmaceuticals
  - Manufacturing
  - Mining
  - Power
  - Resources
  - Program & Project Management
  - Strategic Management
  - Infrastructure Management & Pavement Engineering
  - Transportation
  - Transportation Planning & Traffic Engineering
  - Commercial Program Development
  - Construction Administration
  - Planning & Landscape Architecture
  - Urban Land Engineering
-

## Construction Services

*Stantec's Construction Administration services group offers support during the construction phase of project development by offering administrative, quality assurance, and materials testing services.*

The Construction Administration services group of Stantec provides demonstrated capabilities in construction administration, project management, constructability reviews, geotechnical engineering, inspection, and testing.

Our portfolio includes an array of services including complete construction administration programs; contractor quality control; augmentation of quality assurance teams; pavement research; forensic investigations; production facility audits; non-destructive examination; pay estimate reviews; professional witness; and permit expediting.

Our team complements our design services by offering practical insight into the materials and methods used in the design, giving greater assurance that the project will be built on time, within budget, and meets the quality demands of even the most demanding clients.

## Surveys/Geomatics

*Stantec provides the full range of surveying and mapping services to define land boundaries and address spatial data for features on, above, and under the earth's surface.*

Stantec provides the full range of surveying and geomatics services that comprise the measurement, representation, analysis, management, retrieval, and display of spatial information and data describing land boundaries, the earth's physical features, and the built environment. The techniques and tools involved include traditional surveying, geodesy, digital mapping, global positioning systems, geographic information systems, terrestrial laser scanning, aerial photogrammetry, and more.

Equipped with the latest in technology, our surveys/geomatics team provides private, public, institutional, and various other sector clients with innovative solutions.

Stantec's surveys/geomatics services are provided for residential and commercial development, utilities, power transmission and facilities, roadways, railways, airports, bridges, industrial development, environmental, recreational, institutional, educational, telecommunications, resort, mining, and other types of projects.



## Land Engineering



With knowledge and experience of land development and the latest in technology, we provide cost-effective solutions.

Stantec's land engineering team of experts provide project management, infrastructure design, resident engineering, construction observation, contract administration, feasibility studies, servicing studies, land analysis and property development potential studies, earthworks analysis, drainage studies, electrical distribution and street light design, stormwater management studies and design, and other engineering support studies and designs. These services are delivered for site and infrastructure improvements in the development of places where people live, work, and play.

Our professionals and technicians bridge the gap between the creative and the practical, allowing for the exploration of all options for project cost savings that contribute to the return-on-investment for our clients. With state-of-the-art technology, we support and enhance our design and implementation skills, reinforcing our commitment to quality and value-added results.

Stantec's land engineers provide a full scope of services for a wide range of projects including residential, commercial, industrial, recreational, resort, and institutional, for various sector clients.

# Top Stantec Rankings



Stantec

## 300 Giants (Engineer/Architects): BD&C

2007	2006	
5	5	STV Group
<b>6</b>	<b>6</b>	<b>Stantec Inc.</b>
7	17	Burns & McDonnell
8	14	SSOE
9	10	Thornton-Tomasetti

## Top 100 Office Design Firms: BD&C

(2006 billings in \$ millions)

7	Kohn Pedersen Fox Associates	\$ 34.32
8	Syska Hennessy Group	\$ 29.24
9	Parsons Brinckerhoff	\$ 25.06
10	NBBJ	\$ 22.46
<b>11</b>	<b>Stantec</b>	<b>\$ 21.32</b>

## Top 100 International Design Firms: BD&C

(2006 billings in \$ millions)

1	Jacobs Engineering Group	\$ 354.18
<b>2</b>	<b>Stantec</b>	<b>\$ 117.27</b>
3	HOK	\$ 105.23
4	Skidmore, Owings & Merrill	\$ 90.30
5	Parsons Brinckerhoff	\$ 71.60

## Top 100 Institutional Design Firms: BD&C

(2006 billings in \$ millions)

11	Perkins+Will	\$ 88.74
12	SmithGroup	\$ 87.60
<b>13</b>	<b>Stantec</b>	<b>\$ 82.24</b>
14	DMJM H&N	\$ 80.50
15	RTKL Associates	\$ 77.14

## Top 100 Healthcare Design Firms: BD&C

(2006 billings in \$ millions)

5	HOK	\$ 52.62
<b>6</b>	<b>Stantec</b>	<b>\$ 50.26</b>
7	URS Corp.	\$ 49.40
8	PageSoutherlandPage	\$ 42.57
9	RTKL Associates	\$ 41.78

## BD&C's Top 50 Building Team LEED® Accredited Professionals

1	Perkins+Will	(753 LAPs)
2	Gensler	(575 LAPs)
3	HOK	(456 LAPs)
<b>4</b>	<b>Stantec</b>	<b>(277 LAPs)</b>
5	The Turner Corp.	(260 LAPs)

## Top 100 Industrial Design Firms: BD&C

(2006 billings in \$ millions)

7	Clark, Richardson & Biskup	\$ 37.50
8	M+W Zander	\$ 35.00
9	The Benham Cos.	\$ 31.51
10	Burns & McDonnell	\$ 30.33
<b>11</b>	<b>Stantec</b>	<b>\$ 25.89</b>

## Top 100 University Design Firms: BD&C

(2006 billings in \$ millions)

6	Einhorn Yaffee Prescott	\$ 24.92
7	Sasaki Associates	\$ 24.75
<b>8</b>	<b>Stantec</b>	<b>\$ 21.32</b>
9	Zimmer Gunsul Frasca Architects	\$ 20.32
10	Affiliated Engineers	\$ 19.77

Sources:

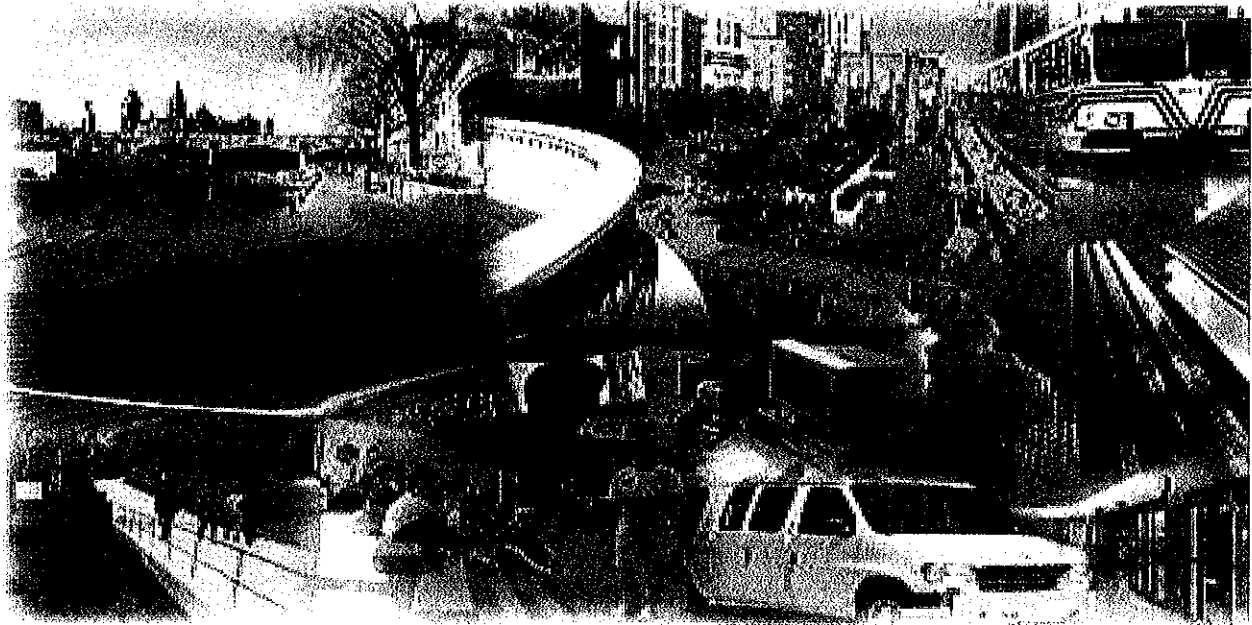
<http://enr.com>, April and July 2007; April 2008

<http://www.bdcnetwork.com>, July 2007

Stantec Expression of Interest  
Division of Public Transit  
RFQ #PTR 11023

## SECTION IV Project Approach

## Project Approach



Public agencies and private developers use Stantec's Construction Administration program to manage projects, commencing with the bid process through project closeout. Essentially, our experts become extensions of the project owner by managing and representing owner interest during construction. We provide complete Construction Administration programs on buildings, highways, water treatment and water reclamation facilities, bridges, and land development projects of all types. Stantec's services include constructability reviews; bid processing and contractor selection; cost estimating, cost control, and pay review; schedule review and monitoring; submittal review and processing; complete quality assurance and quality control programs; resident inspection services; engineering review of shop drawings; claims review and processing; project closeout; and project commissioning.

# Patrick Carpenter

Designer



Stantec

Mr. Carpenter has a diverse experience in both civil engineering and surveying. Since June of 2000, his responsibilities have included various design projects, including several highway and bridge projects, Abandoned Mine Lands and Acid Mine Drainage projects, site design and several waste and borrow permits. He has also worked with GIS projects including Source Water Assessment Protection Program and several Emergency Planning projects; secondary responsibilities have included maintenance of office information systems, including personal workstations, software installs, printers, copiers and the office server.

## EDUCATION

Diploma, Buckhannon-Upshur High School,  
Buckhannon, WV, 2000

## PROJECT EXPERIENCE

### Relocated U.S. Route 35, Mason County, WV

(Designer)

Designer responsible for final site grading, structure detailing and plan preparation for dual, three-span, steel multi-girder bridges with overall lengths of 414.5 feet and dual simple span, steel girder bridges with lengths of 110 feet. The structures span Threomile Creek and Twomile Creek respectively. The project also included a 10 X 6 precast box culvert. The project also involved 1.85 mile of new two-lane roadway design.

### Mile Branch Truss Bridge, McDowell County, WV

(Designer)

Designer responsible for final site grading, structure detailing and plan preparation for the 180-foot, 22-foot wide steel bridge crossing the Dry Fork River. The project also involved 370' of new two-lane roadway design.

### Upper Tract Bridge, Pocahontas County, WV

(Designer)

Designer responsible structure detailing and plan preparation for the 346-foot long, 30-foot wide curved steel bridge crossing the South Branch of the Potomac River. The project also involved 740' of new two-lane roadway design

### Appalachian Corridor H, Davis to Bismark, Tucker and Grant Counties, WV (Designer)

Designer responsible for final design and plan preparation for the 1.61 mile section of four-lane divided highway near Davis, WV.

### Weatherford Fracturing Facility Access Road – Upshur County, WV (Designer)

Designer responsible for preliminary and final design, as well as quantities and plan preparation on this 0.4 mile section of two-lane roadway.

### U.S. Route 35, Mason County, WV (Designer)

Designer responsible for design and plan preparation for the 1.92 mile section of four-lane divided highway. The section of highway also includes dual 414.5' bridges over Three Mile Creek and dual 110' bridges over Two Mile Creek. The project also included the mitigation and avoidance of an archaic rock shelter.

### Grassy Ridge Road (WV CR 42/1) Relocation, Grant County, WV (Designer)

Designer responsible for design and plan preparation for this 0.16 mile section of two-lane roadway.

### Greenland Gap Wind Project, Grant County, WV (Designer)

Designer responsible for design, and plan preparation for the civil engineering design for an 82 turbine wind power project. The project includes 14.2 miles of access road design, drainage system design, and an erosion and sediment control plan

### Spencer Hydraulic Study, Roane County, WV (Designer)

Designer responsible for design, and plan preparation for a floodplain improvement project in Spencer, WV. The project involved a hydraulic study to verify the benefit of constructing

# Patrick Carpenter

Designer

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*a bankfull bench for flood storage and developing construction plans and specifications for the bench.*

## **Pre-Engineered Livestock Facility, Lewis County, WV (Designer)**

*Designer responsible for site design for this Livestock Facility at Jackson's Mill for the West Virginia Conservation Agency.*

## **David E. Reemsnyder Research Center, Upshur County, WV (Designer)**

*Designer responsible for site grading design and plan preparation for this research center on the campus of West Virginia Wesleyan College.*

## **Buckhannon-Upshur High School Site Improvement and Drainage Project, Buckhannon, WV (Designer)**

*Designer responsible for the site grading and implementation of track facilities, and plan preparation for improvements to the existing football facility, including the installation of a multi-purpose synthetic turf at the football field and a storm water detention / storage system underneath the football field. The project had "fast-track" requirements that took it from design to construction to completion in three (3) months.*

## **Texas Roadhouse, Wood County, WV (Technician)**

*Technician responsible for plan preparation for the site development of a proposed Texas Roadhouse and other commercial development in Parkersburg, WV.*

## **CGP Development, Barbour County, WV (Designer)**

*Designer responsible for site design, entrance design and plan preparation for this 5-acre commercial development site.*

## **Federal Bureau of Prisons - Hazelton, Preston County, WV (Technician)**

*Technician responsible for the development of floor flatness grids for all buildings on-site and the processing and report compilation for the data.*

## **A.F. Wendling, Inc., Upshur County, WV (Designer)**

*Designer responsible for design and plan preparation for this food service warehouse site and access road which included the creation of a 3D model of the conceptual site.*

## **Federal Bureau of Prisons FCI-Gilmer, Gilmer County, WV (Designer)**

*Designer responsible for redesigns of roadways and site grading on this Federal Prison Facility. The project also required the development of compaction testing layout grids for the footprint of each building onsite.*

## **First Central Bank-Buckhannon, Upshur County, WV (Designer)**

*Designer responsible for final site design as well as conceptual building and landscape designs.*

## **Deer Creek Development, Upshur County, WV (Technician)**

*Technician responsible for the production to mapping and details required for a NPDES permit application for this residential housing development.*

## **Auto Disposal Systems, Inc., Upshur County, WV (Designer)**

*Designer responsible for the site design and detailing for a NPDES permit application for this auto salvage storage facility.*

## **Parchment Valley Streambank Protection, Jackson County, WV (Designer)**

*Designer responsible for design and plan preparation for a streambank protection project near Ripley, WV. The project involved geotechnical investigation and riprap revetment design.*

## **Laurel Lake Sediment Removal Project, Mingo County, WV (Designer)**

*Designer responsible for design and plan preparation for the sediment removal project. The project involved the removal of seven (7) feet of sediment in the upper portion of the lake to restore recreational benefit. The project also includes the design of a 0.25 mile access road along the lake and 0.5*



# Patrick Carpenter

Designer

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*miles of natural stream restoration to Laurel Creek upstream of the lake.*

## **Fisher Landslide Stabilization, Jackson County, WV (Technician)**

*Technician responsible for the development of as-built plans for a soldier pile retaining wall to stabilize a streambank failure on Mill Creek. The project was an emergency project since the streambank failure endangered the stability of a furniture store.*

## **Cairo Streambank Protection, Ritchie County, WV (Designer)**

*Designer responsible for design and plan preparation for a streambank protection project in Cairo, WV. The project involved structure stabilization to a commercial business and a riprap revetment design.*

## **Barker Creek Streambank Protection, Wyoming County, WV (Designer)**

*Designer responsible for, design and plan preparation for a streambank protection project in Bud, WV. The project involved structure stabilization to a local residence and a riprap revetment design.*

## **Glady Fork Mining Inc., Permit D-35-82, Upshur County, WV (Designer)**

*Designer responsible design, structure detailing, and plan preparation for the design of an acid mine drainage treatment facility. The project involves the civil, structural, process, mechanical, and electrical engineering design of a remotely operated 2,000 gallon per minute treatment facility. The facility includes intake boreholes, flow control, mechanical aeration basins, variable speed flocculators, chemical injection buildings, settling basins, sludge thickeners, and sludge removal equipment. The project also includes design of two access roads with a bridge over the Right Fork of Stonecreek Creek.*

## **Price Hill Complex, Raleigh County, WV (Technician)**

*Technician responsible for detailing a box beam structure to cap an abandoned vertical mine shaft on this AML project for the West Virginia Department of Environmental Protection.*

## **Old Bridgeport Hill Mine Drainage Project, Harrison County, WV (Designer)**

*Designer responsible for site design, detailing and plan preparation on this AMD project in Clarksburg for the West Virginia Department of Environmental Protection.*

## **Flint Run Acid Mine Drainage Project, Jackson County, OH (Designer)**

*Designer responsible for site design, detailing and plan preparation on this AMD project for the Ohio Department of Natural Resources. The project was comprised of about 171 acres of ponds, lakes, spoil piles, orphan high walls, and exposed, covered and vegetated fine and coarse coal refuse. The project area discharged the "worst" acid mine drainage in the State of Ohio and had been identified as the largest contributor of acid mine drainage to the Little Raccoon Creek watershed.*

## **Lake Milton Investigation, Jackson County, OH (Technician)**

*Technician responsible for plan preparation for this project which included an investigation of Lake Milton in Jackson County, Ohio. The purpose of the investigation was to quantify and qualify the impounded water, obtain sediment samples from the lakebed, and determine the stability of the embankment.*

## **Daneshart Acid Mine Drainage Project, Belmont County, OH (Designer)**

*Designer responsible for site design and plan preparation on this project that involved stabilizing a spoil slip with a concrete lag retaining wall behind a residence.*

## **Murray City AMD and Art Project, Hocking County, OH (Designer)**

*Designer responsible for site design and plan preparation on this unique project that combined an AMD treatment design with a land reuse project that included a new baseball facility.*

## **Nutter Tipple D-716 Band Forfeiture Project, Perry County, OH (Technician)**

*Technician responsible for detailing and plan preparation for this AML project that involved reclamation of a 7.2 acre abandoned coal tipple site.*

# Patrick Carpenter

Designer

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West Virginia Department of Environmental Protection  
Mapping Project South, Southern WV (Technician)  
*Technician responsible for planimetric and topographic maps for twenty different AML/AMD sites in southern West Virginia. The project also involved the compilation of survey reports for each site.*

Easy Storage VIII ALTA/ASTM Surveys, WV  
(Technician)

*Technician responsible for completing ALTA/ASTM plats on nine different storage facility locations which also involved site visits to each site to verify information.*

Shegon Refuse Pile, Logan County, WV (Technician)

*Technician responsible for preparing as-built plans for this AML project and calculating excavation pay quantities to be submitted for the contractor's payment.*

County Risk Assessments, WV and OH (Technician)

*Technician responsible for producing hazard area maps and the calculation of the population affected in each hazard area from census data per the guidelines in Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.*

Source Water Assessment & Protection Program, WV  
(Technician)

*Technician responsible for GIS mapping for this project that located and assessed possible source water contaminants within pre-determined zones of critical concern.*

**Gregory Linder** PE  
Project Manager



Mr. Linder has a diverse experience in project management and civil engineering. Since May of 1998, his primary responsibilities have included the design, inspection, evaluation, and rehabilitation of highway and railroad bridges; secondary responsibilities have included all aspects of roadway design, hydrologic and hydraulic analyses, and performing environmental studies.

Mr. Linder has been involved with the engineering design and/or inspection of 52 bridges, including highway, railway, and pedestrian bridges. He has designed bridge structures for large, governmental clients, as well as smaller governmental units and private sector organizations. Several of these projects have been "high profile" projects, allowing Mr. Linder the experience of working under intense public scrutiny. In addition to bridge design, Mr. Linder has been involved with nearly 30 miles of roadway design, floodplain evaluation projects, streambank protection projects, site development projects, and environmental projects.

## EDUCATION

B.S., Civil Engineering, West Virginia University,  
Morgantown, WV, 1998

B.S., Biology, Fairmont State College, Fairmont, WV,  
1993

Natural Stream Design Level I, II, III, and IV Certified,  
West Virginia Division of Highways

## REGISTRATIONS

Professional Engineer #15629, State of West Virginia

Professional Engineer #24326, Commonwealth of  
Kentucky

Professional Engineer #PE074078, Commonwealth of  
Pennsylvania

## PROJECT EXPERIENCE

### **Bridges**

US Route 35, Mason County, WV  
(Project Manager)

*Project manager responsible for oversight, design, and plan preparation for structures carrying US Route 35 over Threemile Creek and Twomile Creek near Point Pleasant, WV. The Threemile Creek bridge consists 414.5' dual plate girder structures that are both 44.5' wide. The bridge substructure consists of integral abutments and cap and column piers supported on pile foundations. The Twomile Creek bridge consists 106.75' dual plate girder structures that are both 44.5' wide. The bridge substructure consists of integral abutments.*

**Mile Branch Truss Bridge, McDowell County, WV  
(Project Manager)**

*Project manager responsible for oversight, design, and plan preparation for the 180-foot, 22-foot wide steel bridge crossing the Dry Fork River. The bridge substructure consists of integral abutments and T-Type piers supported on caisson foundations. The project also involved 370' of new two-lane roadway design.*

**Upper Tract Bridge, Pocahontas County, WV  
(Project Manager)** *Responsible for oversight, design, and plan preparation for the 346-foot long, 30-foot wide curved steel bridge crossing the South Branch of the Potomac River. The bridge substructure consists of integral abutments and T-Type piers supported on caisson foundations. The project also involved 740' of new two-lane roadway design.*

# Gregory Linder PE

Project Manager

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## **Mon/Fayette Expressway, S.R. 0043, Section 52G, Washington County, PA\* (Staff Engineer)**

Staff Engineer responsible for final design for dual, nine-span continuous, steel multi-girder bridges with overall lengths of 2,300 feet and 2,500 feet respectively, having maximum spans of 300 feet. Pier-substructure units are single-shaft, cast-in-place concrete with a maximum height of 230 feet. The structures span Mingo Creek, Froman Creek, S.R. 0088, and the Wheeling & Lake Erie Railroad.

## **Allegheny County Bridge Inspection Program, Allegheny County, PA\* (Staff Engineer)**

Staff Engineer responsible for conducting National Bridge Inspection Standards (NBIS) inspections and load ratings for approximately 20 bridges comprised of a variety of structural forms and materials, including steel, concrete, and wooden elements.

## **Cranberry Interchange, Butler County, PA\* (Staff Engineer)**

Staff Engineer responsible for the preliminary and final design of five bridges positioned within the interchange. Bridge design included load and resistance factor design (LRFD) analysis of four structures, as well as finite element analysis of a sharply skewed and horizontally curved steel superstructure. [P014]

- **Freeport Road (S.R. 4054 over I-79) – Final design included a finite element analysis of the horizontally curved steel superstructure.**
- **Connector over I-79 – Preliminary design included LRFD analysis of prestressed concrete and steel superstructure alternatives.**
- **Connector over the Pennsylvania Turnpike - Preliminary design included LRFD analysis of prestressed concrete and steel superstructure alternatives.**

- **Connector over S.R. 0019 - Preliminary design included LRFD analysis of prestressed concrete and steel superstructure alternatives.**

- **S.R. 0228 over I-79 - Preliminary design included LRFD analysis of prestressed concrete and steel superstructure alternatives.**

## **Regional Transit Authority\* (Inspection Team Leader)**

Inspection Team Leader responsible for the in-depth inspection of three railroad bridges and three culverts. Two of the bridges were twin, rolled-beam structures; and the other bridge was a twin, built-up girder structure. Two of the culverts consisted of 96" corrugated metal pipes and the other culvert was a 371' twin box culvert.

## **S.R. 0056 over Stony Creek, Cambria County, PA\* (Staff Engineer)**

Staff Engineer responsible for redesign of the superstructure replacement for a 406', four-span steel girder bridge. Responsibilities included design of a horizontally curved steel superstructure using finite element analysis. Tasks included the design of primary and secondary steel members and redesign of the deck. The design consisted of four simple spans to prevent increasing the forces in the existing substructure.

## **S.R. 0309 over Church Road, Montgomery County, PA\* (Staff Engineer)**

Staff Engineer responsible for final design for the structure rehabilitation. The rehabilitation of the sharply skewed welded steel structure involved the replacement of the deck, primary and secondary superstructure elements, and the bearings.

## **Star City Bridges (WV Route 7) Over the Monongahela River, Monongalia County, WV\***

*Assistant Investigator responsible for preparing a confidential report outlining the conditions that led to a visibly out-of-plane distortion in the steel girder system at the completion of erection. [P128]*

*S.R. 0022 over Stony Run, Westmoreland County, PA, Pennsylvania Department of Transportation, District 12-0. [2002] [Job No. 39698] Staff Engineer responsible for the preliminary alternative design, Type Size, and Location preparation, and cost estimate preparation for the replacement of S.R. 0022 over Stony Run.*

**Bridge Design Group H, Allegheny County, PA\* (Staff Engineer)**

*Staff Engineer responsible for the replacement of Girty's Run Bridge No. 16 (G116), Thompson Run Bridge No. 2 (TN02), Thompson Run Bridge No. 3 (TN03), and Thompson Run Bridge No. 4 (TN04). Responsibilities included structural inspection, evaluation, and preparation of the inspection report for each bridge. Type, Size, and Location Reports were also prepared for each bridge.*

**PA Route 28, Galleria Mall Interchange, Allegheny County, PA\* (Staff Engineer)**

*Staff Engineer responsible for preliminary and final design of a 274' chorded prestressed I-beam bridge as part of the new interchange on S.R. 28 (also known as the Allegheny Valley Expressway). The superstructure consists of 96" deep I-beams. The interchange serves a privately developed regional mall along a rural portion of the highway approximately 1.1 miles northeast of the Harwick Interchange. The project was fast-tracked for the developer with coordination with PENNDOT.*

**S.R. 0022 over Stony Run, Westmoreland County, PA\* (Staff Engineer)**

*Staff Engineer responsible for the preliminary alternative design, Type Size, and Location preparation, and cost estimate preparation for the replacement of S.R. 0022 over Stony Run.*

**Sharon Heights Connector, Span Arrangement Study, Mingo County, WV\* (Project Manager)**

*Project Manager responsible for preparing the Span Arrangement Report for the proposed structure crossing Horsepen Creek and the proposed widening of an existing structure carrying U.S. Route 52 over Browning Fork. The Sharon Heights Connector is a two-mile, two-lane highway that will connect U.S. Route 52 (near Sharon Heights) to the King Coal Highway. Alternatives studied include the following:*

- Spread prestressed concrete box beams
- Prestressed concrete I-beams
- Steel rolled beams
- Three-cell box culvert

**Bridge Design Group B, Allegheny County, PA\* (Project Engineer)**

*Project Engineer responsible for the replacement of Scotia Hollow Bridge No. 1 (XC01) and Licks Run Bridge No. 9 (LC09) and the rehabilitation or replacement of Catfish Run Bridge No. 3 (CT03). The project included structural inspection for each bridge and preparation of the inspection reports. After evaluation, it was determined XC01 and LC09 would need replaced. CT03 would need rehabilitated. Plans and construction sequences for emergency repairs were developed for XC01 and LC09. Subsequent to the structural inspection and emergency repairs, preliminary design was performed for the replacement of XC01 and LC09, and the rehabilitation of CT03. Responsibilities included the preparation of Erosion and Sediment Control Plans, and Hydrologic and Hydraulic Reports for each structure, and preliminary design.*

**NJ Route 18 Extension, Section 2F, New Brunswick, NJ\* (Project Engineer)**

*Project Engineer responsible for Quality Assurance/Quality Control for the final design*

## Gregory Linder PE

Project Manager

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calculations for two pedestrian bridges. The first bridge is the Carpenter Road Pedestrian Bridge over NJ Route 18. The bridge is a 156' prefabricated truss structure. Responsibilities included reviewing the substructure and foundation design calculations. The second bridge is the Richmond Street Pedestrian Bridge over NJ Route 18. The bridge is a 200' prefabricated truss structure with 145' elevated approach ramps. The approach ramps consist of prestressed concrete plank beam structures. Responsibilities included reviewing the substructure and foundation design calculations for the main span and reviewing the superstructure and substructure design calculations for the approach spans.

### **NJ Route 18 Extension, Section 2F, New Brunswick, NJ\* (Project Engineer)**

Project Engineer responsible for Quality Assurance/Quality Control for the final design calculations for two pedestrian bridges. The first bridge is the Carpenter Road Pedestrian Bridge over NJ Route 18. The bridge is a 156' prefabricated truss structure. Responsibilities included reviewing the substructure and foundation design calculations. The second bridge is the Richmond Street Pedestrian Bridge over NJ Route 18. The bridge is a 200' prefabricated truss structure with 145' elevated approach ramps. The approach ramps consist of prestressed concrete plank beam structures. Responsibilities included reviewing the substructure and foundation design calculations for the main span and reviewing the superstructure and substructure design calculations for the approach spans.

### **North Shore Connector, Aerial Structure, Allegheny County, PA\* (Project Engineer)**

Project Engineer responsible for final design of a 16-span light-rail elevated structure. The structure will connect Pittsburgh's light rail system to the North Shore area of the city, including Heinz Field and PNC Park.

The superstructure design consists of finite element analysis of curved steel box girders.

### **S.R. 836 Extension From NW 107th Avenue to NW 137th Avenue, Miami-Dade County, FL\* (Project Engineer)**

Project Engineer for the S.R. 836 Extension design/build project, which consists of a new four-lane facility extending westward from the Homestead Extension of the Florida Turnpike (HEFT) to NW 137th Avenue and improvements to the existing S.R. 836 main line and ramps to the east of the S.R. 836/NW 107th Avenue interchange. The project includes the construction of new and reconstructed roadways, ten new bridges, retaining walls, and noise abatement walls. Responsibilities included preliminary design for Bridge No. 2 and Bridge No. 3. Bridge No. 2 is a 724.5' curved steel box girder structure. Bridge No. 3 is a 645' curved steel box girder structure. Tasks included design of the primary and secondary superstructure elements and providing steel quantities to the contractor for the bid package.

**Rail Rehabilitation Project, Akron and Canton, OH\***  
Inspection Team Leader responsible for the in-depth inspection of three railroad bridges and three culverts. Two of the bridges were twin, rolled-beam structures; and the other bridge was a twin, built-up girder structure. Two of the culverts consisted of 96" corrugated metal pipes and the other culvert was a 371' twin box culvert.

### **Headsville Bridge Replacement, Mineral County, WV\* (Project Manager)**

Project Manager responsible for preparing the Bridge Replacement Study for six alternatives replacing the existing steel thru-truss. The project consisted of developing six new alignments with various span arrangements. In addition, hydraulic analyses were performed for all alignments and span arrangements.

# Gregory Linder PH

Project Manager

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## **Roadways**

**U.S. Route 35, Mason County, WV (Project Manager)**  
*Project Manager responsible for oversight, design, and plan preparation for the 1.85 mile section of four-lane divided highway. The section of highway also includes dual 414.5' bridges over Three Mile Creek and dual 106.75' bridges over Two Mile Creek. In addition, the project includes 0.62 miles of side road relocation, a reinforced concrete box culvert carrying an access road over Twomile Creek, waterline relocation plans, and natural stream design.*

**Appalachian Corridor H, Davis to Bismark, Tucker and Grant Counties, WV (Project Manager)**  
*Project Manager responsible for oversight, design, and plan preparation for the 1.61 mile section of four-lane divided highway near Davis, WV.*

**Weatherford Industrial Access Road, Upshur County, WV (Project Manager)**  
*Project Manager responsible for oversight, design, and plan preparation for the 0.56 mile industrial access road in Buckhannon, WV.*

**Greenland Gap Wind Project, Grant County, WV (Project Manager)**  
*Project Manager responsible for oversight, design, and plan preparation for the civil engineering design for a 142 turbine wind power project. The project includes 22 miles of access road design, drainage system design, and an erosion and sediment control plan. In addition, the project included the relocation of Grassy Ridge Road (Grant County Route 42/1).*

**King Coal Highway, Mingo County, WV\* (Staff Engineer)**  
*Staff Engineer responsible for designing the roadway and drainage system for a 3.2-mile section of the 96-mile, four-lane divided highway.*

**U.S. Route 33 (Nelsonville Bypass), Hocking and Athens County, OH\* (Staff Engineer)**  
*Staff Engineer responsible for performing origin-and-destination surveys for S.R. 78 and U.S. Route 33 (eastbound and westbound). [P022]*

## **Floodplain Management**

**Spencer Hydraulic Study, Roane County, WV (Project Manager)**  
*Project Manager responsible for oversight, design, and plan preparation for a floodplain improvement project in Spencer, WV. The project involves performing a hydraulic study to verify the benefit of constructing a bankfull bench for flood storage and developing construction plans and specifications for the bench.*

**Coalwood Floodplain Improvement, McDowell County, WV (Project Manager)**  
*Project Manager responsible for oversight, design, and plan preparation for a floodplain improvement project in Coalwood, WV. The project involves floodplain excavation between the bankfull elevation and the toe of slope to improve storage capacity in the floodplain, thereby reducing property damage resulting from flood events.*

**Rachel Floodplain Improvement, Marion County, WV (Project Manager)**  
*Project Manager responsible for oversight, design, and plan preparation for a floodplain improvement project in Rachel, WV. The project involves floodplain excavation between the bankfull elevation and the toe of slope to improve storage capacity in the floodplain, thereby reducing property damage resulting from flood events.*

**Krout Creek H&H Investigation, Wayne County, WV (Project Manager)**  
*Project Manager responsible for oversight for the*

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Project Manager

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*hydrologic and hydraulic investigation to identify sources of flooding problems in the community of Spring Valley, WV. The study was performed in cooperation with the Army CORPS of Engineers to augment Phase II of their study. In addition, construction documents were developed for the floodplain excavation project.*

**Parsons First Baptist Church H&H Study, Tucker County, WV (Project Manager)**

*Project Manager responsible for oversight on the Hydrologic and Hydraulic Investigation of Shavers Fork to determine impacts to the base flood elevation as a result of the proposed expansion project.*

**Martin Oil Company H&H Study, Lewis County, WV (Project Manager)**

*Project Manager responsible for oversight on the Hydrologic and Hydraulic Investigation of a tributary of Hackers Creek to determine impacts to the base flood elevation as a result of the proposed site development. The project involved the construction of approximately five feet of embankment within the 100-year floodway.*

**Freemans Creek H&H Study, Lewis County, WV (Project Manager)**

*Project Manager responsible for oversight on the Hydrologic and Hydraulic Investigation of Freemans Creek which is a tributary of the West Fork River to determine impacts to the base flood elevation as a result of the construction of a proposed Livestock Arena at Jackson's Mill. The project involved the construction of approximately four feet of embankment within the 100-year floodway to elevate the structure one foot above the base flood elevation.*

**Site Development**

**Texas Roadhouse, Wood County, WV (Project Manager)**

*Project Manager responsible for oversight, design, and plan preparation for the site development of a proposed Texas Roadhouse and other commercial development in Parkersburg, WV. Services include parking layout, drainage design, traffic studies, and curb layout.*

**CGP Development, Barbour County, WV (Project Manager)**

*Project Manager responsible for oversight of the project team that designed and produced the site, stormwater management and erosion & sediment control plans for this 5-acre commercial development site in Philippi, WV. Proposed businesses are Shop-n-Save and General Dollar. The project also involved a hydrologic and hydraulic evaluation of Anglins Run to determine impact on the base flood elevation due to the proposed construction.*

**Talcott Elementary School Site Design, Talcott, WV**

*Responsible for oversight of the project team for the design and development of the site (including above- and below ground utilities, pedestrian walkways, access roads, fill slopes, lighting and signage, and landscaping design) and all site-related construction documents (specifications, drawings, NPDES permit) for the new Talcott Elementary School.*

**Buckhannon-Upshur High School Site Improvement and Drainage Project, Buckhannon, WV**

*Responsible for oversight of the project team that designed improvements to the existing football facility, including the installation of a multi-purpose synthetic turf at the football field and a stormwater detention / storage system underneath the football field. The project team responsibilities included the design and development of the contract specifications and drawings, the preparation of the NPDES permit, and the coordination of efforts between all parties involved due to the "fast-track" requirements of this project*



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*(design to construction to completion in three (3) months).*

**Stream Restoration and Streambank Protection**

**Laurel Lake Sediment Removal Project, Mingo County, WV (Project Manager)**

*Project Manager responsible for oversight, design, and plan preparation for the sediment removal project. The project involves the removal of seven (7) feet of sediment in the upper portion of the lake to restore recreational benefit. The project also includes the design of a 0.25 mile access road along the lake and 0.5 miles of natural stream restoration to Laurel Creek upstream of the lake.*

**Parchment Valley Streambank Protection, Jackson County, WV (Project Manager)**

*Project Manager responsible for oversight, design, and plan preparation for a streambank protection project near Ripley, WV. The project involved geotechnical investigation and riprap revetment design.*

**Berger Slope Failure, Brooke County, WV**

*Project Manager responsible for oversight, design, and plan preparation for a streambank stabilization on Harmon Creek near Weirton. The project involved geotechnical investigation and a gabion wall design. The project was an emergency project since the streambank failure endangered the stability of a local residence along Harmon Creek.*

**Fisher Landslide Stabilization, Jackson County, WV (Project Manager)**

*Project Manager responsible for oversight, design, and plan preparation for a soldier pile retaining wall to stabilize a streambank failure on Mill Creek. The project was an emergency project since the streambank failure endangered the stability of a furniture store.*

**Cairo Streambank Protection, Ritchie County, WV (Project Manager)**

*Project Manager responsible for oversight, design, and plan preparation for a streambank protection project in Cairo, WV. The project involved structure stabilization to a commercial business and a riprap revetment design.*

**Barkers Creek Streambank Protection, Wyoming County, WV (Project Manager)**

*Project Manager responsible for oversight, design, and plan preparation for a streambank protection project in Bud, WV. The project involved structure stabilization to a local residence and a riprap revetment design.*

**Environmental**

**Glady Fork Mining Inc., Permit D-35-82, Upshur County, WV (Project Manager)**

*Project Manager responsible for oversight, design, and plan preparation for the design of an acid mine drainage treatment facility. The project involves the civil, structural, process, mechanical, and electrical engineering design of a remotely operated 2,000 gallon per minute treatment facility. The facility includes intake boreholes, flow control, mechanical aeration basins, variable speed flocculators, chemical injection buildings, settling basins, sludge thickeners, and sludge removal equipment. The project also includes design of two access roads with a bridge over the Right Fork of Stonecoal Creek.*

**Enterprise/I-79 Connector, U.S. Route 19 to I-79, Environmental Assessment, Marion County, WV\* Staff Engineer responsible for the coordination of environmental and engineering services associated with the preparation of the NEPA document. Environmental services included data collection, field reconnaissance, and assessment of the environmental features encountered within the project area. The environmental features were delineated using 200:1**

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scale mapping. Engineering services included the development and evaluation of three alternative alignments that were approximately three miles long using environmental features mapping and current WVDOH design criteria. The typical section included two 12-foot lanes and two 8-foot shoulders. Plans, profiles, and preliminary construction cost estimates were prepared for each alternative alignment. The environmental assessment will contain discussion of the impacts associated with each alternative and will identify the preferred alternative. A Finding of No Significant Impact is expected.

**Southern Beltway, Allegheny and Washington Counties, PA\***

Staff Engineer responsible for performing Short-Eared Owl observations as part of the mitigation for the transportation project.

**Enterprise/I-79 Connector, U.S. Route 19 to I-79, Biological Assessment, Marion County, WV\***

Staff Engineer responsible for the field reconnaissance, literature review, and preparation of a biological assessment of the Indiana Bat. The biological assessment evaluated the potential impacts of the proposed two-lane highway on available summer habitat in the project study area. The United States Fish and Wildlife Service is expected to issue a Biological Opinion.

**Meldahls Undercut Site, Wood County, WV\***

Staff Engineer responsible for providing environmental services for track rehabilitation. The existing embankment was to be removed and backfilled with engineered fill. The existing soil was sampled and tested for contaminants before disposal. Responsibilities included reviewing laboratory analyses of soil samples taken within the railroad right-of-way, documenting the findings, and providing recommendations in report format.

**C&O Flats, Staunton, VA\***

Staff Engineer responsible for providing environmental services for propane tank and railroad cross tie removal. Performed a site visit to verify that two propane tanks and a large stack of cross ties were located on CSXT property. Prepared a brief letter report discussing findings and provided recommendations for removal. Coordinated the removal with contractors and provided inspection to verify that the removal was in compliance with CSXT safety requirements.

**Nelsonville Bat Survey, Athens County, OH\***

Staff Engineer performing the field reconnaissance for possible Indiana bat hibernaculums within the alignment of the proposed four-lane expansion of U.S. Route 33.

**North Fork Watershed Management Plan, Pendleton and Grant Counties, WV\***

Staff Engineer responsible for various tasks associated with the watershed management plan such as the review of water resources, forest management, wetland documentation, sedimentation and erosion control, and flood prevention.

**Environmental Assessment, Deegan Lake Dam Rehabilitation and Hinkle Lake Dam Breach, Bridgeport, WV\***

Staff Engineer providing environmental services for the completion of the environmental clearance for the rehabilitation of Deegan Lake Dam and the breaching of Hinkle Lake Dam.



Mr. Littler has over 13 years of experience with responsibilities including such positions as Roadway Designer and Survey Project Manager. He has performed roadway design, site civil design, drainage computations, construction layout, earthwork volumes, topographical surveys, aerial control surveys, boundary surveys, WVDOH right of way plan development, courthouse research, deed work maps, survey plats, survey descriptions, earthwork volume computations, hydrology computations, WVDOH waste permits, plan preparation, subdivision plats, fine grade computations, and field crew management. He has been in professional charge of over 1000 boundary surveys ranging in size from small lot and partition surveys to large multi-tract 1000 acre surveys. He has performed ALTA/ASCM land title surveys all throughout West Virginia for various Banks and development companies.

#### EDUCATION

BS, Engineering Technology/Surveying, West Virginia Institute of Technology, Montgomery, WV, 1996

AS, Civil Engineering Technology, West Virginia Institute of Technology, Montgomery, WV, 1995

#### REGISTRATIONS

Certified Engineering Technician #1902, State of West Virginia

Professional Land Surveyor #2139, State of West Virginia

#### PROJECT EXPERIENCE

##### Airports & Aviation

Barnesville Airport, Barnesville, OH  
*Lead surveyor on the site surveying and topography for the design of a new access road and taxiway / apron rehabilitation.*

Marshall County Airport, Moundsville, WV  
*Lead surveyor on the site surveying and topography for the rehabilitation of the airport apron. Performed boundary surveying and computations on portions of airport property lines for location of existing property monuments.*

Woodsfield Airport, Woodsfield, OH  
*Lead surveyor on the site surveying and topography for the rehabilitation of the apron and taxiway.*

Buckhannon Upshur Airport Authority, Buckhannon, WV\*  
*Mr. Littler performed the construction layout to repair slips on both sides of the runway. Project consisted of excavation of slide material on both sides of the runway, and then the replacement of engineered fill to finish grade.*

##### Bridges

Upper Tract Bridge, Pocahontas County, WV  
*Survey Project Manager in charge of surveying on this WVDOH project. Mr. Littler supervised the survey crew on elevations and topographic surveying of the site. He produced an original ground map and calculations brief for submittal to be used in the redesign of a replacement bridge over the South Branch of the Potomac River. Design consisted of a new 346 foot long, 30 foot wide curved steel bridge.*

Mile Branch Truss Bridge, McDowell County, WV  
*Survey Project Manager in charge of surveying on this WVDOH project. Mr. Littler supervised the survey crew on elevations and topographic surveying of the site. He produced an original ground map and calculations brief for submittal to be used in the redesign of a replacement*

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*bridge over Dry Fork River. Design consisted of a 180-foot by 22 foot wide steel bridge.*

**Varney Slab Bridge, Varney, WV**  
*Project Manager in charge of surveying on this WVDOH project, Mr. Littler supervised the survey crew on elevations and topographic surveying of the site. He produced an original ground map and calculations brief for submittal to be used in the redesign of a replacement bridge over Oldfield Branch which ties into Pigeon Creek along US Route 52.*

**Dolls Run Slab Bridge, Core, WV**  
*Served as survey project manager and supervised the survey crews performing elevation and topographic surveying of this proposed bridge replacement project over Dolls Run along West Virginia Route 7. Responsible for all day to day activities associated with the management of this project and the final submittal to the State of WV.*

**Headsville Bridge, Headsville, WV**  
*Served as survey project manager and supervised the survey crews performing elevation and topographic surveying of this proposed bridge replacement project over Patterson Creek along West Virginia Secondary Route 16. Responsible for all day to day activities associated with the management of this project and the final submittal to the State of WV.*

**Granny Creek Bridge, Sutton, WV\***  
*This project consisted of the replacement of the existing bridge over Granny Creek on State Route 4. Mr. Littler was responsible for all construction coordination, computations and construction layout on this project.*

**Buffalo Bridge, Buffalo, WV**

*The Buffalo Bridge was redesigned and will be constructed beside the site of the old bridge. Mr. Littler was involved in the redesign of the roadway approach to the new bridge. Also, as Survey Manager on this WVDOH project, Mr. Littler supervised the survey crew on elevations and topographic surveying of the site. He produced an original ground map to be used in the design of the bridge and access road.*

**Kittsonville Bridge, Weston, WV\***  
*Survey crew chief in charge of the construction layout of the new bridge and entrances for McCoy Construction.*

**Jacksonburg Bridge, Jacksonburg Bridge, WV**  
*Mr. Littler was project manager and supervised the survey crews performing elevation and topographic surveying of this proposed bridge replacement project. He was responsible for all day to day activities associated with the management of this project and the final submittal to the State of WV.*

### **Land Development**

**Sun Mountain Resort, Mount Hope, WV\***  
*This project consisted of the development of approximately 1,000 acres of land located on the west side of US Route 19, north of the exit to Mount Hope in Fayette County, WV. Preliminary plans for the Sun Mountain Resort included an amphitheater, hotel, Gary Player golf course, and a conference facility. Mr. Littler was responsible for all storm drainage and some of the civil design associated with the construction of the complex. The construction of this project was not completed.*

**Northeast Quad Development, Bridgeport, WV\***  
*Mr. Littler was involved in performing all site design for the development of this proposed commercial site, such as producing a detailed*

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*set of plans showing all site grading and drainage structures and performing all runoff calculations and sediment pond sizing. He also submitted a National Pollution Discharge Elimination System (NPDES) permit for approval.*

**Fairskies Development, Buckhannon, WV\***  
*Mr. Littler performed a complete site design to produce the most available land use for this development. He also calculated pre and post runoff curve numbers with discharges, designed all structures accordingly, and provided mapping and placement of a relocated gas line. He also completed and submitted an NPDES permit.*

### **Power**

**TRAIL Co., Various Counties throughout WV**  
*Currently working with the design team on design, and plan preparation for the civil engineering design of approximately 12, 500 LF. Of access road, surveying and eventual survey layout of these roads for this transmission line that runs from Virginia, through West Virginia and into Pennsylvania. Also will be performing survey layout for earthwork on the proposed tower locations.*

**Nedpower Mount Storm Wind Project, Grant County, WV**  
*Worked with the design team on design, and plan preparation for the civil engineering design for an 82 turbine wind farm project. The project includes 14.2 miles of access road design, drainage system design, and an erosion and sediment control plan. A phase 1A and Phase II have also been included on this project which consisted of an additional 56 wind turbines and over 8 miles of additional access road design. Also served as survey project manager performing all mapping, volume, boundary, etc which came about during the life of the project.*

*Responsible for all day to day activities associated with the management of this project along with communications with all parties involved with the development of this large wind farm.*

**Blacksville #2 Power line, Greene County, PA**  
*Survey Project Manager in charge of centerline surveying of approximately 17,500 feet of a proposed overhead transmission line for Consol Energy. Provided original ground centerline, 25 foot left, and 25 foot right profiles for wire clearances. Also in charge of clearing limits and property line locations along centerline. End product consisted of Plan and Profile sheets showing centerline, 25 foot left and 25 foot right original ground profiles. Project also consisted of field surveying of wire height sag of an existing 500 KV transmission line for identification of the lowest wire to ground clearance so the location of the proposed line met clearance requirements.*

**Cambell's Run to 11D Air Shaft, Marion County, WV**  
*Survey Project Manager in charge of centerline surveying of approximately 10,200 feet of a proposed overhead transmission line for Consol Energy. Provided original ground centerline, 25 foot left, and 25 foot right profiles for wire clearances. Also in charge of clearing limits and property line locations along centerline. End product consisted of Plan and Profile sheets showing centerline, 25 foot left and 25 foot right original ground profiles.*

### **Roadways**

**Philippi Bridge and Bypass, Philippi, WV**  
*Mr. Littler assisted in the construction layout for both the bridge and the bypass for Orders Construction and Central Contracting.*

**Bridgeport Bypass, Bridgeport, WV**  
*Mr. Littler performed the construction layout of this four-lane road for Ground Breakers Construction.*

**Price Hill Road, Marlinton, WV**  
*As Project Manager, Mr. Littler performed the construction layout and computations for Alan Stone Construction Company. This project consisted with the layout of several pile walls and road fine grading along US Route 219 outside of Marlinton, WV.*

**Appalachian Corridor H, Tucker and Grant Counties, WV**  
*Mr. Littler has been involved with all phases of this project to design a 1.2-mile portion of Appalachian Corridor H, a major four-lane, divided highway. Mr. Littler's responsibilities have included producing cross sections, plan and profile sheets, Right of Way plans, and all surveying and mapping related tasks. Also, he has been involved in several meetings with the WVDOH concerning this project. Mr. Littler served as project manager in charge of Right of Way development with involvement with right-of-way placement, rights of entries, right-of-way questionnaires and courthouse research. He was also involved with all right-of-way submissions to the WV Department of Highways, RW1, RW2, RW3, and RW4's.*

**U.S. Route 35, Mason County, WV**  
*Mr. Littler has been involved with all phases of this project to design a 1.6-mile portion of U.S. Route 35, a four-lane, divided highway. Mr. Littler's responsibilities have included all surveying and mapping related tasks, along with Right of Way Plan development. Also, he has been involved in several meetings with the WVDOH concerning this project.*

**Appalachian Corridor H, Hardy County, WV**  
*Mr. Littler served as Survey Project Manager on this 1.5 mile section of Corridor H in which he responsible for the surveying. Mr. Littler was responsible for the crew scheduling, reviewing of all data, final cross section data, and checking of all computations. This project was opened to traffic in 2005.*

**US Route 23, South Bloomfield, OH**  
*This project consisted of the widening of 1,400 feet of US Route 23 to provide turn lanes at the intersection of Bloomfield Hills Drive and US Route 23. Mr. Littler worked with the design team to produce construction plans.*

#### **Surveys / Geomatics**

**WVDOH—Red Jacket Postal Facility ALTA Survey, Mingo County, WV**  
*Performed an ALTA/ASCM land title survey for this project. Mr. Littler served as Survey Project Manager coordinating all survey crews and managing the daily field collection of data in accordance to ALTA survey procedures along with utility coordination, record research and computations.*

**Robinson Run Overland Conveyor Project, Harrison County, WV**  
*Mr. Littler served as Survey Project Manager in charge of surveying on this 4.1 mile, overland conveyor beltline being constructed for Consol Energy. This project consisted of the survey layout, volume computations, and as-built mapping of the 4.1 mile overland conveyor along with over 4 miles of access roads and over 500,000 cubic yards of excavation. Mr. Littler was responsible for the crew scheduling, reviewing of all data, final cross section data, checking of all computations.*

Jason Littler BS

Professional Land Surveyor

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**Robinson Run Preparation Plant, Harrison County, WV**

*Mr. Littler served as Survey Project Manager in charge of surveying on this 2200 TPH coal preparation plant being constructed for Consol Energy. This plant was built to replace the existing plant which had served its time. This project was unique in that the new prep plant was positioned directly behind the existing plant and the existing conveyor feed line to the plant was to only be extended from the old plant into the new plant. The tolerances on alignment tie in was minimal and final tie-in between the old conveyor feed line and the new conveyor feed line was accomplished in a couple of days with no misalignment problems.*

**WVDEP Office of Abandoned Mine Lands and Reclamation Northern Mapping Services, Throughout the northern counties of West Virginia, WVDEP AML & R.**

*Mr. Littler served as Survey Project Manager in charge of surveying and mapping on this Project with the West Virginia Department of Environmental Protection. This contract consisted of Surveying and mapping services to be used for the design and construction of projects located throughout the northern counties of West Virginia. Mr. Littler completed 7 projects that were assigned to him and his team with an aggressive time schedule.*

**WVDEP Office of Abandoned Mine Lands and Reclamation Southern Mapping Services, Throughout the southern counties of West Virginia, WVDEP AML & R.**

*Mr. Littler served as Survey Project Manager in charge of surveying and mapping on this Project with the West Virginia Department of Environmental Protection. This contract consisted of Surveying and mapping services to be used for the design and construction of*

*projects located throughout the southern counties of West Virginia. Mr. Littler completed 21 projects that were assigned to him and his team with an aggressive time schedule.*

**State Route 142 Widening, London, OH**

*Mr. Littler performed all civil design, which consisted of producing cross sections (original ground and final grade) and all plan and profile sheets for this project to widen a two-lane road into a three-lane road. Mr. Littler also worked with the design team with completion of a set of construction plans for submittal to the State of Ohio.*

**Tygart Valley Dam, Grafton, WV\***

*Served as survey crew chief producing as-built surveying diagrams of piping within the dam. Surveying was conducted inside the dam for all as-built locations. Information was to be used for realignment of new pipes being replaced. Also performed original ground topography surveying for an access road leading to the base of the dam for access of equipment.*

**Pine Bluff Tipple Complex, Pine Bluff, WV\***

*This project is a Bond Forfeiture site located in Pine Bluff, WV. Mr. Littler produced all original ground sections and monthly pay volumes for submittal to the State of West Virginia. He also constructed an as-built map of the completed site.*

**Dolphin Communications, Bridgeport, WV\***

*Mr. Littler performed a complete boundary survey of this tract and produced original ground mapping for the proposed road location to the new KISS FM radio station. Mr. Littler acquired all necessary permits and contracted all state agencies necessary for the construction of this road. He also performed runoff calculations and sized all culverts along the road.*

Jason Littler PS  
Professional Land Surveyor

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**Taylor Creek Impoundment, Widen, WV\***

*Mr. Littler was involved in this Abandoned Mine Land (AML) project. The project consisted of two (2) sites of which all original ground sections were produced and monthly pay volumes were submitted for approval.*



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Dennis Miller, PS  
Surveys/Geomatics

Mr. Miller has over 22 years of consulting experience and serves as the Manager of the Buckhannon, WV office, which provided support for the Transportation, Abandoned Mine Land, Surveying, Construction Observation – Construction Inspection, and Mitigation and Emergency Planning groups. Mr. Miller has worked on governmental, commercial, and industrial projects and has noteworthy experience in the policies and procedures within FEMA, EPA, AASHTO, WVDOT, WVDEP along with local and state EMA and EOC, and has completed EMI IS-700" entitled "National Incident Management System (NIMS), "IS-00546" entitled "Continuity of Operations (COOP).

Mr. Miller organized the development of a 15 person construction observation and AMRL certified materials testing lab. This group was selected as the Independent Testing Laboratory for two Federal Prison projects and provide testing and inspection services for public agencies and private sector clients. Mr. Miller organized a team of professionals with experience in Abandoned Mine Land and Acid Mine Drainage. This team provides services to the West Virginia Division of Environmental Protection Office of Abandoned Mine Lands and Office of Special Reclamation, Ohio Department of Natural Resources and the West Virginia Conservation Agency.

**EDUCATION**

A.S., Surveying, Glenville State College, Glenville, West Virginia, 1989

Civil Engineering courses, Fairmont State College, Fairmont, West Virginia, 1991

*Mr. Miller was the task manager responsible for supervising the surveying on the Access Road Improvements, and Storm Drain Improvements project on this airport in Barnesville.*

**Green County Airport, Green County, OH**

*Mr. Miller was the task manager responsible for supervising the surveying on the Runway Extension and County Route relocation efforts at the airport in Green County Ohio.*

**REGISTRATIONS**

Professional Land Surveyor #27570, State of South Carolina

Professional Land Surveyor #991, State of West Virginia

**Buckhannon Upshur Airport, Buckhannon, WV**

*Mr. Miller was the party chief and project manager responsible for field surveying and construction layout efforts on this airport project in Buckhannon.*

**PROJECT EXPERIENCE**

**Airports & Aviation**

**Woodsfield Airport, Woodsfield, OH**

*Mr. Miller was the task manager responsible for supervising the surveying on the Runway Extension and Obstruction project on this airport in Woodsfield.*

**Barnesville Airport, Barnesville, OH**

**Bridges**

**Mile Branch Truss Bridge, McDowell County, WV**

*Mr. Miller was the Office manager responsible for surveys for the 180-foot, 22-foot wide steel bridge crossing the Dry Fork River. The bridge substructure consists of integral abutments and T-Type piers supported on caisson foundations. The project also involved 370' of new two-lane roadway design.*

**Upper Tract Bridge, Pocahontas County, WV**  
*Office manager responsible for surveys for the 346-foot long, 30-foot wide curved steel bridge crossing the South Branch of the Potomac River. The bridge substructure consists of integral abutments and T-Type piers supported on caisson foundations. The project also involved 740' of new two-lane roadway.*

**Appalachian Corridor H - Davis to Bismark, Tucker and Grant Counties, WV,**  
*Office Manager responsible for surveys for the 1.61 mile section of four-lane divided highway near Davis, WV.*

#### **Power**

**Consol Energy; Blacksville #2 Power Line (Principal In Charge)**

Stantec provided centerline location surveying of 17,500 feet of proposed overhead distribution line for Consol Energy. Services included original ground profile and topographical mapping 50 feet left and right of CL, location of pertinent features crossing the proposed CL (gas lines, roads, streams, boundary evidence), centerline staking every 200 LF and topographical mapping of the two 500 KV crossings with lowest wire height. Stantec developed plan and profile sheets showing CL profile, 25 foot left and right profiles with vertical obstructions and crossings.

**Consol Energy; Campbell's Run to 11D Shaft (Principal In Charge)**

Stantec provided centerline location surveying of 10,200 feet of proposed overhead distribution line for Consol Energy. Services included original ground profile and topographical mapping 50 feet left and right of CL, location of pertinent features crossing the proposed CL (gas lines, roads, streams, and boundary evidence), centerline staking every 200 LF. Stantec developed plan and profile sheets showing CL profile, 25 foot left and right profiles with vertical obstructions and crossings.

**Shell Energy, Grant County, West Virginia**

Mr. Miller provided surveying, geodetic ground control, and construction layout for this 264 megawatt wind farm.

The project included 26 miles of access road design and 165 turban sites.

**TrAllco, Central Contracting, West Virginia (Principal In Charge)**

Mr. Miller is providing topographical mapping for over 12,500 LF of Permanent Access Road, over 122 West Virginia Department of Highways MM-109 Driveway Encroachment Permits and 32 Virginia Department of Transportation Driveway Encroachment Permits.

#### **Roadways**

**West Virginia Power Center Coal Haul Road Survey and Layout, Mt. Storm, West Virginia**

Mr. Miller was in charge of the re-survey of 4.2 miles of coal haul access roads for Virginia Power at Mt. Storm. The scope of this project was to construct the coal haul access roads within a specific period of time because the new fuel preparation/coal transfer station was opening and a new coal supplier had been put under contract.

**US Route 35, Mason County, West Virginia**

Mr. Miller served as the Office Manager responsible for surveys for the 1.85 mile section of four-lane divided highway. The section of highway also includes dual 400' bridges over Three Mile Creek and dual 92' bridges over Two Mile Creek.

#### **Surveys / Geomatics**

**West Virginia Department of Environmental Protection**

Mr. Miller is the Program Coordinator for the planning, development and implementation of the work plan to successfully Survey & Map Abandoned Mine Sites in West Virginia. This project included the Aerial Photography / Aerial Mapping, by both film and lidar, Geodetic Ground Control which included over one-hundred-twenty observation points, Photo Control Points, Ground Surveying and Mapping and Quality Control. Stantec was responsible for the mapping project from concept to completion and the final mapping will be used by various design consultants for the abatement of Abandoned mine sites throughout West Virginia. This is a three year contract.

**West Virginia Department of Transportation (Independent Payment Verification)**

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Mr. Miller is the Program Coordinator/Project Manager and served as a field crew member for the past two years on the independent payment verification for the King Coal highway Red Jacket Section. Stantec was ask to perform an Independent Payment Verification Reconciliation Report as required by WVDOT and the FHA on 11.37 miles of four lane divided highway which is a active coal mining & construction site. Stantec would have to perform the work when the project was idle and would have one week. Mr. Miller organized a team of professionals and developed a strategy for the project. The first year the team collected over 23,000 points of conventional & GPS survey data in four days and the second year over 27,000 points of conventional & GPS data was collected in four days. This project is the first FHA sponsored project that the Post Mining Land use from the coal mining activity is a Four Lane Divided Highway; this is a public private partnership. This is a three year contract.

Project Impact Randolph Tucker Partnership  
*Mr. Miller was the Office Manager and served as Project Manager on the planning, development and implementation of the work plan to successfully install and Blue Book sixty-five (65) new USGS Bench Mark Monuments within Randolph and Tucker Counties in West Virginia. This Project was completed in forty-five (45) days to comply with the funding mechanism and involved three offices and over fifteen employees.*

#### **Source Water Assessment Program**

*Mr. Miller was responsible for the overall project management of the Source Water Assessment and Protection Program (SWAP). The purpose of the project was to complete source water assessments and protection plans for fifteen (15) communities in West Virginia, public water supply systems utilizing surface waters to determine past and present possible contaminates. Mr. Miller managed the inventory of all*

*field and researched data including, agency database research, windshield surveys data, field & office GIS & GPS data collection on each site and sub-site, Chemical & Biological Water Quality Monitoring results for each site, and the development of the Arc View – Access data management tool, and final report compilation. Responsibilities included data collection (which consisted of visiting several sites throughout West Virginia to GPS possible source water contaminants within a pre-determined zone of critical concern), compiling information from various water treatment plants throughout the state, report compilation and assistance with the development of GIS mapping.*

# Herbert L. Parsons III PE, LS

Design Engineer



Mr. Parsons has more than 13 years experience and has participated as a project manager on a wide variety of survey projects, including GPS, aerial mapping and control, ALTA, boundary, construction stakeout, design, topographic and wetlands surveys. His responsibilities include project proposals, research and review, client and crew coordination, data reduction and calculations, boundary resolutions, and legal descriptions. As a license surveyor in the Commonwealth of Virginia, Mr. Parsons is proficient with current technologies and traditional methods of field and office surveying. Mr. Parsons has responsible charge for all Virginia based survey operations and reviews and approves all required signature documents. Additionally as a licensed engineer he brings a unique perspective to Stantec's survey department and projects.

## EDUCATION

B.Sc., Civil Engineering, Virginia Military Institute, Lexington, Virginia, 1994

Designated Plans Examiner #176, Engineers and Surveyors Institute, Fairfax County, Virginia, 1998

Designated Plans Examiner, Engineers and Surveyors Institute, Loudoun County #063, Virginia 2002

## REGISTRATIONS

Professional Engineer #015279, State of West Virginia

Professional Engineer #PE070521E, Commonwealth of Pennsylvania

Registered Land Surveyor #2895, Commonwealth of Virginia

Professional Engineer #033680, Commonwealth of Virginia

## PROFESSIONAL ASSOCIATIONS

Member, West Virginia Society of Professional Surveyors

Member, National Society of Professional Engineers

Member, American Society of Civil Engineers

Member, Engineers and Surveyors Institute

## PROJECT EXPERIENCE

### **Attractions, Arts & Entertainment Carmike Cinemas Site Plan, Morgantown, WV** (Project Engineer)

*Responsible for construction drawings for site improvements including a 4-screen addition of 15,000 square foot building and internal renovation with associated parking and travel way improvements. Services include base survey mapping, landscape and irrigation plans, construction plans and profiles (site plan), erosion and sedimentation control plans, permitting and construction administration.*

### **Site Development Holly Meadows, Leesburg, VA** (Project Engineer/Surveyor)

**Henderson Property, Loudoun County, VA**  
(Project Engineer/Surveyor)

### **Evergreen Meadows, Loudoun County, VA**

### **Falling Water Subdivision, Cheat Lake, WV** (Project Engineer and Surveyor)

*Responsible for providing engineering support and computations relating to storm water management, water quality control, adequate outfall, open and closed channel storm water design for this three phase 195 acre development located on Cheat Lake. Additionally as the Project Surveyor responsibilities included ground support for aerial mapping, boundary verification subdivision / easement plats.*

Herbert L. Parsons III PE, LS  
Project Engineer

#### **Boundary Surveys**

**Theismann Properties, Loudoun County, VA**  
(Senior Surveyor)  
*Rural boundary survey.*

**Johnson Property, Rockingham County, VA**  
(Senior Surveyor)  
*Rural boundary survey.*

**Kelly Properties, Monongalia County, WV**  
(Senior Surveyor)  
*Rural boundary survey.*

**Theismann Properties, Loudoun County, VA**  
(Senior Surveyor)  
*Rural boundary survey.*

**Floodplain Management**  
*Lawson Drainage Study, Morgantown, WV*

**Partridge Subdivision (Floodplain Study), Loudoun County, VA**  
(Project Engineer)  
*Responsible for modeling the existing FEMA floodplain utilizing hydrology and hydraulic programs such as Hec-Ras and TR-20 to generate a detailed study to establish existing floodplain limits based on built out conditions.*

**Multi-Unit / Family Residential**  
*Round Hill Rural Estates, Upper Lakes*

**Nesteled Oak, Morgantown, WV**

**Greenwood Commons, Loudoun County, VA**  
(Project Manager)  
*Development of 27-acre high-density residential subdivision with 40 buildable lots. Emphasis on stormwater management and water quality controls utilizing a dry detention pond. Responsibilities include design work for infrastructure including proposed parking, storm water management, water quality controls, open channel hydraulics, erosion and sediment controls, utilities and connections. Extensive interaction with applicable local state and federal reviewing agencies.*

#### **Roadways**

**Raspberry Falls Rte 1170 Street Design, Leesburg, VA**

**Red Cedar Rte 621 Improvements, Leesburg, VA**

**RHRE Rte 719 Frontage Improvements, Round Hill, VA**

#### **Urban Land Engineering**

**Holly Meadows, Leesburg, VA** (Survey Manager / Engineering Task Manager)  
*Responsible for all aspects of field survey including boundary, locations, topographic mapping, data reduction, boundary resolution and base mapping. Additional support for road design and water resource engineering was provided.*

#### **Sports, Recreation & Leisure**

**Elco Park Recreation Improvements, Elco, PA** (Project Engineer)  
*Responsible for preparation of construction documents for Neighborhood Park improvements administered under HUD Development Block Grant Funding. Renovations included upgrading playground facilities and safety features, reconstruction of basketball court, green space and parking areas. Responsible for providing survey base mapping, final construction documents, specifications and bid documents. Task also to included construction administration during construction.*

**Ida Lee Tennis Center, Leesburg, VA**

**Arthurdale Trail, Arthurdale, WV**

**Raspberry Falls Golf and Hunt Club Conference and Training Center, Loudoun County, VA**  
(Project Manager and Engineer)  
*Site plan addition to existing clubhouse facilities, design work for infrastructure including proposed parking, storm water management, water quality controls, open channel hydraulics, erosion and sediment controls, utilities and connections. Extensive interaction with applicable local state and federal reviewing agencies and preparation and coordination of associated record documents and easement plats.*



Mr. Steele has over 50 years of experience in civil engineering with a special emphasis on materials, soils, pavements, forensics, quality assurance, geotechnical exploration and design, construction inspection, and contract administration.

His experience includes in-depth field experience for the implementation of research findings; in-depth experience with a State Department of Transportation program for materials sampling and testing, materials and pavement specifications, structural steel inspection and testing, and soil and rock mechanics exploration, testing and design; in-depth experience with State Department of Transportation maintenance and construction operations; an understanding of the training needs for State Department of Transportation personnel in materials, construction, and maintenance; significant contributions to many professional organizations (ASTM, AASHTO, TRB) involved with developing materials criteria; and many years of managing a State Department of Transportation staff responsible for materials and pavement specifications, pavement design, sampling and testing programs, structural steel inspection and testing, and soil and rock mechanics exploration and design.

Mr. Steele also has in-depth experience with the oversight of operations related to the management, recovery, and repairs, required in the wake of emergencies and disasters affecting the West Virginia Highway System. Such incidents included floods, earth movements, winds, structural failures, ice and snow, and other events affecting traffic flow.

## EDUCATION

Bachelor of Arts, West Virginia State University,  
Institute, West Virginia, 1976

## REGISTRATIONS

Professional Engineer #3929, State of West  
Virginia

Professional Surveyor #1386, State of West Virginia

Professional Engineer #24347, State of Kentucky

Professional Engineer #25020, State of South  
Carolina

Professional Engineer #0402015191, State of  
Virginia

## Certifications

Concrete Technician (#136), WV DOT, Charleston,  
West Virginia, 1990

Aggregate Inspector (#5913), WV DOT,  
Charleston, West Virginia, 1990

Asphalt Technician (#159), WV DOT, Charleston,  
West Virginia

Licensed Class B Explosives Permit  
(#B060119285913), West Virginia, Charleston,  
West Virginia, 1990

## PROFESSIONAL ASSOCIATIONS

Member, American Concrete Institute

Member, American Society for Testing &  
Materials

Fellow, American Society of Civil Engineers

\* denotes projects completed with other firms

**Garland Steele, PE, PS**  
Engineer QA/QC

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Member, National Society of Professional Engineers

Member, West Virginia Society of Professional Surveyors

Standing Committee on Research (Past Member), American Association State Highway and Transportation Officials  
Subcommittee on Materials (Past Vice-Chairman), American Association State Highway and Transportation Officials.

Transportation Research Board, Construction Section (Past Chairman)

Transportation Research Board, Design and Construction of Transportation Facilities Group Council (Past Member)

**EXPERIENCE**

**Design Team Engineer** (Typical Examples)

Buffalo Bridge, Project S340-62-20.63, Putnam County

Upper Tract Bridge, Project S336-220-27.55, Pendleton County

Mile Branch Bridge, Project S324-80/2-0.02, McDowell County

Couch to Coast Guard Station, Project U327-35-14.07 00, Mason County

Pope Properties at Cross Lanes Development Water Distribution System, Kanawha County

Pope Properties at Cross Lanes Development Waste Water Collection System, Kanawha County

**Geotechnical Engineering** (Typical Examples)

Fisher-Mill Creek Bank Stabilization (10-04), Jackson County  
*Survey, Design, and Construction Inspection*

Hendrickson Subsidence Investigation  
*AML Project*

Laurel Lake Sediment Removal Project, Mingo County  
*Survey, Design, and Construction Inspection*

Nixon Run, Harrison County  
*AML Project*

North fork Hughes River-Stream Bank Stabilization, Cairo, Ritchie County, West Virginia

Old Bridgeport Hill Mine Drainage, Phase II Plans Modification, Harrison County, West Virginia  
*Harrison County-Near Bridgeport, Clarksburg – Design AML Project, P. O. #12373A*

Sauls Run Strip and Landslide Project (7-2004), Lewis County, West Virginia  
*AML Project, Survey, Design*

Weaver Portals and Mine Drainage, Randolph and Barbour Counties  
*AML Project, P. O. #DEP12578, Survey, Design*

Parchment Creek Stream Bank Stabilization Rt. 30/5, Jackson County

Summit Park Waterline Feasibility Study

Tunnelton (Dillsworth) Landslide, Preston County  
*AML Project, Survey, Design*

**Survey Team Engineer** (Typical Examples)

Earling to Rich Creek, Project S323-10-8.61 05, Logan County

Rita Bridge to Midway, Project S323-10-8.61 07, Logan County

*\* denotes projects completed with other firms*

**Garland Steele, PE, PS**  
Engineer QA/QC

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King Coal Highway Project, Nicewonder Contracting, Inc. , Mingo County

Joe Pope Parcel 10.1 Development, Kanawha County

**Construction Administration Services (Typical Examples)**

**\*Alaska DOT**

Nome, Alaska Airport. Pavement analysis and report.

**Marshall County Airport Authority**

Marshall County Airport, Moundsville, WV. Aircraft Ramp Reconstruction Design and Reconstruction. Runway Marking and New T-Hangers; Airport Layout Plan.

**Transportation Research Board\***

*Mr. Steele was retained under a TRB contract to analyze research needs in construction management. The purpose of the project was to evaluate all aspects of construction from a State DOT and FHWA perspective including manpower management, contract administration, construction inspection, and quality assurance. Mr. Steele assisted in analyzing data obtained from workshop participants to assist in the prioritization of research needs.*

**WV DOH**

Corridor H, Project X316-H-100.40 07, Hardy County  
Construction Inspection and as-needed Surveying

Davis Creek 164, Project U320-64-49.73 04, Kanawha County  
Construction Inspection

Culloden Overpass, Project S340-60.03, Cabell County  
Construction Inspection

District 10, Bridge, Roadway, and Building Projects, District Wide as needed  
Construction Inspection

**Soil Inspector, Engineering Division (1955-1957)\***

*As a Soil Inspector with the Department's Engineering Division, Mr. Steele worked on a variety of sampling and testing activities. This included the field retrieval of disturbed and undisturbed samples and their laboratory analysis. Mr. Steele Implemented several changes to the Department's procedures for testing, sampling, and*

*drilling operations, including adoption of the latest laboratory and field tests for soil and aggregate, and tests to determine characteristics needed for design of slide corrections. He also participated in geotechnical analysis and design of slide and unstable foundation corrections.*

**Assistant to Chief Soils Engineer/Assistant Chief Soils Engineer (1957-1961)\***

*Mr. Steele's four years in the Engineering Division's Soil Mechanics Section provided him with in-depth experience in 1) geotechnical engineering, exploration, and design, and 2) pavement engineering and design. This engineering and design experience provided a foundation for performing his job responsibilities in later years with the Department. During this time, Mr. Steele:*

*\* gained his extensive understanding of the geomorphology of the Appalachian Region;*

*\* participated in pavement design, geotechnical engineering design for roadway location and alignment, and the geotechnical design of cuts, fill slopes, and foundations on WV Interstate and other Highways;*

*\* designed slide corrections for embankment and cut slopes on highways throughout the State;*

*\* as part of his initial work with the Interstate system, addressed special soil density and compaction problems;*

*\* developed a practical understanding of the precision of sampling/testing methods and the application of statistics and probability to the quality control of highway construction materials ;*

*\* participated in the testing program for the AASHTO Road Test; and*

*\*gained extensive experience and understanding of pavement and geotechnical engineering in the design and construction of highways/bridges.*

*Mr. Steele also was heavily involved in a research program with West Virginia University to conduct an in-depth analysis of the Department's pavement structure designs. The project involved sampling roads from all over the State with a variety of cross sections and performance. The project resulted in recommendations for the department's typical subgrade, base and surface pavement structural designs. Mr. Steele devoted 6-7 man-months of time to the project.*

**Materials Engineering/Testing**

**Chief Engineer of Materials and Tests (1961-1962)\***

*\* denotes projects completed with other firms*



# Garland Steele, PE, PS

## Engineer QA/QC

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Mr. Steele worked from the Department's Morgantown office to supervise its materials sampling and testing program. The Section was then part of the Construction Division, and Mr. Steele's staff of 30 was responsible for all Department materials testing except soils. The following characterizes Mr. Steele's involvement as Chief Engineer:

- \* the Section conducted thousands of tests each year;
- \* the work load expanded dramatically as a result of the Department's developing Interstate program;
- \* Mr. Steele implemented significant improvements to the flow of data within the Section;
- \* Mr. Steele worked to improve the Department's communication and coordination with FHWA; and
- \* Mr. Steele participated in planning the 1962 Department reorganization

### **Assistant Director, Materials Control, Soil and Testing Division (1962-1965)\***

As a result of a Department reorganization, Mr. Steele became the Assistant Director of the Division. His responsibilities were similar to those described for Mr. Steele's subsequent position as Director. Specifically during his service as Assistant Director, the Department greatly expanded its testing facilities with the remodeling of the newly leased building for both the office and laboratory functions. As a result, Mr. Steele's duties were greatly increased commensurate with the Division's increased capacity to properly manage a major materials engineering, and Quality Control/Quality Assurance program.

### **Director, Materials Control, Soil and Testing Division (1965-1977)\***

For 12 years, Mr. Steele managed this Division which had six major sections – Structural Steel, Concrete, Bituminous, Soils, Aggregates, and Administrative. The Division was responsible for all physical and chemical materials testing, and geotechnical engineering performed by the Department, as needed by the Department's Construction, Maintenance, Traffic, Design, and Engineering Units. At its peak, Mr. Steele supervised a staff of 275, which included approximately 250 technical and professional personnel. During his tenure as Director, the Materials Control, Soil, and Testing Division gained national prominence for its programs. The Division was involved in many general and special initiatives. Mr. Steele participated in:

- \* the NTSB investigation of the Silver Bridge collapse;
- \* pavement design, geotechnical engineering design for roadway location and alignment, and the geotechnical design of cuts, fill slopes, and foundations on WV Interstate and other Highways;
- \* shop inspection of the New River Gorge Bridge;

\*geotechnical investigation and mitigation design of abandoned mines under the New River Gorge Bridge foundation;

\* an increased emphasis on the field implementation of research findings;

\*the development of a Materials Control, Soil, & Testing Manual to document the Department's specific criteria;

\*the Department's development and adoption of a performance-based specification approach, which represented a major departure from the classical approach to quality assurance in construction;

\*the first in-depth testing and evaluation of traffic control devices;

\*an upgrading of the available facilities for laboratory testing;

\* a program of forensic studies for failures in materials.

\* a research project (HRP funded) on the use of statistical probability methods for acceptance of construction quality control/quality assurance; and

\* a reorganization of the division to better establish lines of authority and streamline management.

Mr. Steele placed a special emphasis on the practical implementation of research findings. He ensured that research was an integral part of each professional's activities, in addition to their assigned project responsibilities. A key element of his approach was that the engineer participated directly in the research and the field implementation of applicable research results.

### **Chief Engineer-Operations (1977-1981), WV Department of Highways\***

For four years Mr. Steele served as Chief Engineer for Operations. Mr. Steele was responsible for ten District Offices and all Operating Divisions, including maintenance, construction, equipment, materials and roadside services. His duties and activities as Chief Engineer were similar to those for his subsequent position of Construction, Maintenance and Materials Engineer. During the 1977-1981 period, Mr. Steele was involved with several initiatives, including:

\* a major overhaul of the Department's pavement improvement program, which dramatically increased the number of miles improved per year and decreased project lead times; and

\*the personal direction of keeping the State's highway system open during the State 1978 record snowfall;

\* the oversight of operations related to the management, recovery, and repairs required in the wake of emergencies and disasters affecting the West Virginia Highway system. Such incidents included floods, earth movements, winds, structural failures, ice and snow, and other events affecting traffic flow.

\*oversight of pavement design, geotechnical engineering design for roadway location and

\* denotes projects completed with other firms

# Garland Steele, PE, PS

Engineer QA/QC

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alignment, and the geotechnical design of cuts, fill slopes, and foundations on WV Interstate and other Highways; and

\* the investigation of the Silver Memorial Bridge discontinuities.

## **Construction, Maintenance and Materials Engineer (1981-1985), WV Department of Highways\***

After a Department reorganization in 1981, Mr. Steele was appointed to become the Department's Engineer for Construction, Maintenance, and Materials. In this capacity, he was responsible for all activities performed by the three functional units. During this time, Mr. Steele directed many important activities and initiatives, including:

- \* the supervision of a major effort to streamline Department operations and increase productivity;
- \* the development and implementation (with consultant assistance) of an equipment management system and expansion of the training program for each Unit under his direction;
- \* the implementation of a program to store in an environmentally safe manner the Department's stockpiles of chloride;
- \* the investigation of all major highway-related emergencies, disasters, and other problems in the State; and
- \* direct involvement with the construction contractors and fabricators on the state's first cable-stayed bridge and on a tied-arch bridge in Wheeling.

In addition, Mr. Steele was assigned several responsibilities which had been those of the State Highway Engineer before the reorganization. This included most of the duties related to the Department's operational functions (e.g., serving as Chief Contracting Officer for Construction and Maintenance contracts including final engineering approval and oversight of said contracts)

## **Engineering and special Studies Advisor (1985-1988), WV Department of Highways\***

As one of the most senior engineers in the Department, Mr. Steele reported directly to the Commissioner on a variety of technical issues. He represented the Department's interests in various professional organizations related to materials, construction, maintenance, equipment, and geotechnical engineering. The organizations included ASTM, AASHTO, TRB, FHWA, and NHI. Mr. Steele also represented AASHTO, at the Materials committee of the Permanent International Association of Roads Congress. In addition, Mr. Steele provided his advice to

the Commissioner on Department operations and performed special studies as requested.

## **Pavement Engineering Strategic Highway Research Program (SHRP)\***

Mr. Steele served as a special consultant to SHRP on a long-term pavement performance evaluation project. He provided quality assurance services which included management of six major proficiency sample programs to determine quality of test data obtained.

## **Oil and Gas Field Exploration, Production and Storage Operations (1946 -1955)\***

Mr. Steele worked as a contractor and for other contractors in the Oil and Gas fields for nine years.

## **West Virginia State Road Commission (1945 -1946)\***

Mr. Steele worked in the Wyoming County Maintenance Section as an Equipment Operator and Laborer.

\* denotes projects completed with other firms

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

<b>12. NAME</b> <b>Bryson VanNostrand, AIA</b>	<b>13. ROLE IN THIS CONTRACT</b> <b>Architect</b>	<b>14. YEARS EXPERIENCE</b>	
		a. TOTAL <b>11</b>	b. WITH CURRENT FIRM <b>10</b>
<b>15. FIRM NAME AND LOCATION (City and State)</b> <b>VanNostrand Architects PLLC, Buckhannon, WV</b>			
<b>16. EDUCATION (DEGREE AND SPECIALIZATION)</b> <b>B.Arch / Architecture / 1994</b>		<b>17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)</b> <b>WV, SC / Architect</b>	
<b>18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)</b> American Institute of Architects National Fire Protection Association American Society of Civil Engineers (Affiliate Member)			

**19. RELEVANT PROJECTS**

	<b>(1) TITLE AND LOCATION (City and State)</b> <b>Upshur County 911 Communications Center</b> <b>Upshur County, WV</b>	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
<b>a.</b>	<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> Provided complete civil, architectural, structural, plumbing, HVAC, and electrical design services for a new one-story 5,000 square foot 911 emergency communications center.	<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>b.</b>	<b>(1) TITLE AND LOCATION (City and State)</b> <b>Mount Vernon Dining hall Restoration/Renovation</b> <b>Lewis County, WV</b>	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
<b>b.</b>	<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> Provided complete civil, architectural, structural, plumbing, HVAC and electrical design services for the renovations and restoration of the historic three-story dining hall at the WVU Jackson's Mill State 4-H Camp. Project Budget: <b>\$3.5MM</b>	<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>c.</b>	<b>(1) TITLE AND LOCATION (City and State)</b> <b>Weatherford International</b> <b>Fracturing Technologies Sand Transfer Facility</b> <b>Century, WV</b>	<b>(2) YEAR COMPLETED</b>	
		PROFESSIONAL SERVICES <b>Ongoing</b>	CONSTRUCTION (If Applicable)
<b>c.</b>	<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> Architect for a new sand transfer facility which includes 4 acres of site grading and storm water management, 1,000 lineal feet of a new railroad siding, (4) 1.2 MM pound above-ground sand storage silos, the necessary deep foundation system to bedrock, rail car dump pit, conveyor and bucket elevator system, 100 ton truck weigh scale, scale house and staff offices. Project Budget: <b>\$3.2 MM.</b>	<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>d.</b>	<b>(1) TITLE AND LOCATION (City and State)</b> <b>Shinnston Emergency Management Services Facility</b> <b>Shinnston, WV</b>	<b>(2) YEAR COMPLETED</b>	
		PROFESSIONAL SERVICES <b>2008</b>	CONSTRUCTION (If Applicable) <b>2008</b>
<b>d.</b>	<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> Architect for a new 5,000 square foot EMS facility. Building consists of vehicle bays for four ambulances, a bunk room, a kitchen and lounge, two offices, toilet and shower facilities, a laundry, and supply storage rooms. Project Budget: <b>\$400K.</b>	<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>e.</b>	<b>(1) TITLE AND LOCATION (City and State)</b> <b>A.F. Wendling Food Distribution Center</b> <b>Buckhannon, WV</b>	<b>(2) YEAR COMPLETED</b>	
		PROFESSIONAL SERVICES <b>2006</b>	CONSTRUCTION (If Applicable) <b>2007</b>
<b>e.</b>	<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> Architect for the renovation of a vacant strip mall into a new food distribution center. Renovations included new electrical, HVAC and plumbing systems, as well as 40,000 square feet of dry food storage space, 6,000 square feet of new walk-in cooler space and 10,000 square feet of new freezer space. Site work included relocation of a stream to allow for adequate truck delivery access. Project Budget: <b>\$1.3 MM.</b>	<input checked="" type="checkbox"/> Check if project performed with current firm	

# Aaron Tonkery, PE

Design Engineer



Stantec

Mr. Tonkery is a Project Engineer with training and experience in civil site design, transportation engineering, and environmental permitting. Prior to joining the firm, Mr. Tonkery served as a Highway Engineer Trainee for the West Virginia Division of Highways (WVDOH).

## EDUCATION

B.S., Civil Engineering Technology, 2000  
Fairmont State College,  
Fairmont, West Virginia

## REGISTRATIONS

Professional Engineer - # 18237  
State of West Virginia

## PROJECT EXPERIENCE

### **Greenland Gap Wind Energy Project M.A. Mortenson Co. – Grant County, WV**

Member of the project team that designed roadway, stormwater management, and erosion & sediment control plans for 20+ miles of access roads to approximately 140 wind energy turbines.

### **Appalachian Corridor H WVDOH – Grant / Tucker County, WV**

Member of the project team that designed and produced the stormwater management and erosion & sediment control plans for this 1.60 mile section of highway.

### **U.S. Route 35 WVDOH – Mason County, WV**

Member of the project team that designed and produced the stormwater management and erosion & sediment control plans for this 1.85 mile section of highway.

### **Upper Tract Bridge Replacement WVDOH – Pendleton County, WV**

Member of the project team that designed and produced the stormwater management and erosion & sediment control plans for this 0.2 mile section of roadway which included a 349-foot three-span steel girder bridge.

### **Mile Branch Bridge Replacement WVDOH – McDowell County, WV**

Member of the project team that designed and produced the stormwater management and erosion & sediment control plans for this bridge replacement project.

### **Weatherford Fracturing Facility Access Road Upshur County – West Virginia**

Member of the project team that designed and produced the stormwater management and erosion & sediment control plans for this 0.4 mile section of two lane access road.

### **Glady Fork Coal Company WVDEP – Buckhannon, WV**

Member of the project team that designed and produced the stormwater management and erosion & sediment control plans for this project that involved the construction of an AMD Chemical Treatment Facility. Also performed a hydrologic & hydraulic (H&H) study on Glady Fork Creek to determine the impact on base flood elevations due to the proposed construction.

### **Spencer Hydrologic & Hydraulic Study WVCA – Spencer, WV**

Performed H&H study for this streambank stabilization project in Roane County.

\* denotes projects completed with other firms

# Aaron Tonkery, PE

Design Engineer

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## **Parsons First Baptist Church H&H Study Parsons FBC – Tucker County, WV**

Performed H&H study on Shavers Fork to determine impact on proposed expansion project.

## **Krout Creek H&H Investigation WVCA – Wayne County, WV**

Performed cursory H&H study on Krout Creek to determine potential problem areas that contribute to the flooding along Spring Valley Road.

## **Laurel Lake Sediment Removal Project WVCA – Mingo County, WV**

Participated in the design and plan preparation for this sediment removal project.

## **Danehart Acid Mine Drainage (AMD) Project ODNR – Yorkville, OH**

Participated in the site design and cost estimating efforts on this AMD project. This project, located in Belmont County, Ohio involved stabilizing spoil slopes behind a residence.

## **Nutter Tipple Reclamation Project ODNR – Logan, OH**

Participated in the site design and cost estimating efforts on this Abandoned Mine Lands (AML) project. This project involved reclamation of a 7.2-acre abandoned coal tipple site.

## **Flint Run AMD Project ODNR – Jackson County, OH**

Participated in the site design and cost estimating efforts on this AMD project. The project area was known to discharge some of the "worst" acid mine drainage in the State of Ohio and has been identified as the

largest contributor of acid mine drainage to the Little Raccoon Creek watershed.

## **Murray City AMD and Art Project ODNR – Hocking County, OH**

Participated in the site design and cost estimating efforts on this AMD and Art Project. A combination of Stabilization Ponds, Successive Alkaline Producing Systems (SAPS), and Precipitate Ponds were used to passively treat the acid mine drainage discharging into Snow Fork Creek.

## **Old Bridgeport Hill Mine Drainage Project WVDEP – Clarksburg, WV**

Participated in the site design and cost estimating efforts on this AMD Project located in Harrison County, WV.

## **Texas Roadhouse**

### **Greenberg Farrow – Parkersburg, WV**

Member of the project team that designed and produced the site, stormwater management and erosion & sediment control plans for this commercial development site.

## **Northeast Mud Services Company Project NEMS Co. – Harrison County, WV**

Member of the project team that designed and produced the site, stormwater management and erosion & sediment control plans for this 10-acre commercial development site.

## **Philippi Shop-N-Save**

### **Craig Phillips – Barbour County, WV**

Member of the project team that designed and produced the site, stormwater management and erosion & sediment control plans for this 5-acre commercial

*\* denotes projects completed with other firms*

# Aaron Tonkery, PE

Design Engineer

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development site. Also performed H&H study on Anglins Run to determine impact on base flood elevations due to proposed construction.

## **Institute for Software Research**

### **Central Contracting Co. – Fairmont, WV**

Provided resident construction observation services on the development of this site.

## **Project Impact**

### **Tucker / Randolph County – West Virginia**

Was involved in the placement of USGS benchmarks that established certified flood plain elevations throughout Tucker and Randolph Counties.

## **West Virginia State College**

### **WVSC – Institute, WV**

Prepared an Economic Depreciation Assessment of an Anaerobic Digester Pilot Plant for the College.

## **NPDES Permit – Stormwater / Construction**

### **WVDEP - State of West Virginia**

Assisted in the preparation of numerous NPDES Permit Applications, including the following projects:

- Greenland Gap Wind Energy Project  
Grant County, WV
- Appalachian Corridor H  
Grant & Tucker County, WV
- U.S. Route 35  
Mason County, WV
- Upper Tract Bride Replacement  
Pendleton County, WV
- Weatherford Fracturing Facility Access Rd  
Upshur County, WV
- Gladly Fork Coal Company  
Upshur County, WV
- Philippi Shop-N-Save  
Barbour County, WV
- Universal Well Services, Inc.  
Upshur County, WV
- Monogram AML Enhancement Project  
Harrison County, WV
- Mile Branch Bridge  
McDowell County, WV
- Lignetics, Inc.  
Gilmer County, WV

*Stantec Expression of Interest  
Division of Public Transit  
RFQ #PTR 11023*

SECTION V  
References

# References

**Mr. Gregg Smith, P.E.**

Project Manager  
West Virginia Department of Environmental Protection  
105 South Railroad Street, Suite 310  
Philippi, WV 26416  
304-457-3219

**Mr. Gene Saurborn**

Project Manager  
Watershed Management Director  
West Virginia Conservation Agency  
201 Scott Avenue  
Morgantown, WV 26508  
304-285-3118

**Mr. Darrell Allen, P.E.**

Deputy State Highway Engineer  
Construction & Development  
West Virginia Division of Highways  
Building 5 - 1900 Kanawha Boulevard  
Charleston, WV 25305  
304-558-6266

**Mr. David McCoy,**

Project Manager  
West Virginia Department of Environmental Protection  
105 South Railroad Street, Suite 310  
Philippi, WV 26416  
304-457-3219

**Mr. Joe Pope**

**Pope Properties**  
304-768-4978

**Mr. Gregory L. Bailey, P. E.**

Director, Engineering Division  
West Virginia Division of Highways  
Building Five - Room A317  
1900 Kanawha Boulevard, East  
Charleston, WV 25305

**Ms. Jennifer Belcher**

Construction Engineer - Dist. 10  
West Virginia Division of Highways  
270 Hardwood Lane  
Princeton, WV 24740  
304-487-5271



*Stantec Expression of Interest*  
*Division of Public Transit*  
*RFQ #PTR 11023*

SECTION VI  
Completed Bid Forms (6)

Buyer: FW-44 Page: \_\_\_\_\_ PO# PTR11023  
Spending Unit: Division of Public Transit  
Department of Transportation

**BID FORM # 1: Letter of Intent**

Name of Bidder/Offeror's Firm: Stantec Consulting Services

Address: 218 6<sup>th</sup> Ave.

City: St. Albans State: WV Zip Code: 25177

Name of DBE firm: NGE, LLC

Address: 650 MacCorkle Ave., W

City: St. Albans State: WV Zip Code: 25177

Telephone: 304-201-5180

Description of work to be performed by the DBE firm:

Geotechnical Services

By: John [Signature] Vice President  
(Signature) (Title)

If the Bidder/Offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Buyer: FW-44 Page: \_\_\_\_\_ PO# PTR11023  
Spending Unit: Division of Public Transit  
Department of Transportation

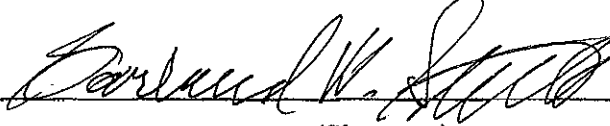
**BID FORM #2: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned Bidder/Offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The Bidder/Offeror is committed to a minimum of 5.1% DBE utilization on this contract.

The Bidder/Offeror (if unable to meet the DBE goal of 5.1%) is committed to a minimum of 5.1% DBE utilization of this contract and submits documentation demonstrating good faith efforts.

Name of Bidder/Offeror's firm: Stantec Consulting Services Inc.

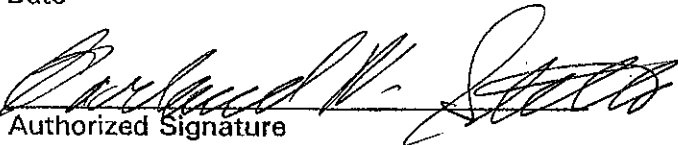
By:  SR. TRANSPORTATION ENGINEER  
(Signature) (Title)

**BID FORM#3**

Stantec Consulting Services Inc. hereby certifies that it ~~is~~ IS or IS NOT (specify one) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for violations of Various Public Contracts Incorporating Labor Standards Provisions.

December 16, 2010

Date

  
Authorized Signature

Sr. Transportation Engineer

Title

Stantec Consulting Services Inc.

Company Name

**BID FORM #4**

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract),

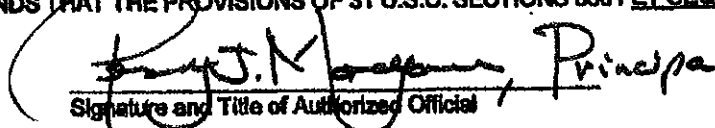
Stantec Consulting Services Inc. (COMPANY NAME) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

**THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),**

**CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.**

  
Signature and Title of Authorized Official

**BID FORM #5**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

The undersigned (Vendor, Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of 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 undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions. [as amended by "Government Wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-66, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor, Stantec Consulting Services Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

12/13/2010  
Date  
Principal  
Authorized Signature

## NOTES TO SCHEDULE OF OVERHEAD COSTS

### 1. Organization

Stantec Technology International Inc. (the "Company") is a wholly owned subsidiary of Stantec Inc. The Company is comprised of the following legal entities: Stantec Consulting Inc., Stantec Architecture Inc., Stantec Consulting Services Inc., Stantec Consulting Michigan Inc., Stantec Consulting Massachusetts, P.C., Stantec Engineering (Puerto Rico) P.S.C., Stantec Planning and Landscape Architecture P.C.-N.Y., Stantec Consulting Corp, and Stantec Planning and Landscape Architecture P.C. Additionally, Stantec Ecocheck Inc., Jacques Whitford Company Inc., and Jacques Whitford NAWÉ were added during 2009.

The Company is a professional service corporation that provides a full array of comprehensive consulting, engineering and planning services to a wide-range of commercial and governmental clients throughout the United States of America and Puerto Rico. The Company's comprehensive services include planning, engineering, environmental sciences, environmental and geotechnical services, architecture, interior design, landscape architecture, surveying and project economics.

### 2. Significant Accounting Policies

#### *Basis of Presentation*

The accompanying schedule of overhead costs has been prepared in accordance with the standards of accounting and financial reporting under the AICPA audit guide, *Audits of Federal Government Contractors*, and accrual basis accounting principles generally accepted in the United States of America. A component of the accompanying schedule of indirect costs was prepared on the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations ("FAR"). In addition, the accompanying schedule of overhead costs was prepared with reference to the American Association of State Highway and Transportation Officials ("AASHTO") *Uniform Audit and Accounting Guide*.

#### *Cost Allocation Methodology*

The Company has a single base and allocates overhead costs to its contracts based on direct labor costs incurred in the performance of the contract. Accordingly, the Company's overhead rate is expressed as the amount that total overhead costs bears to total direct labor costs.

#### *Direct Costs*

Direct labor costs are separated and consist of actual hours charged directly to projects by the Company's personnel at their actual rate per hour excluding all employee-related benefits. When salaried employees incur overtime hours, the rate charged to projects for all hours is the standard hourly rate. Indirect labor, as reflected in the overhead schedule, has been reduced for the appropriate portion of labor costs generated by uncompensated overtime based on the standard hourly rate.

The Company also maintains separate expense accounts for sub-consultants, travel, personal vehicle mileage, printing and reproduction, and other costs that are project related including internally-generated direct costs. These other direct costs and related recoveries are excluded from the accompanying schedule of overhead costs.

All other costs, such as general and administrative expenses, are classified as indirect expenses and added to the indirect cost pool.

NOTES TO SCHEDULE OF OVERHEAD COSTS

**Significant Accounting Policies (continued)**

***Paid Time Off***

The Company allows each full-time employee paid personal leave time each year. An employee's length of service with the Company will determine the number of hours the employee is entitled. All hours of paid leave are accrued on an annual basis. Upon termination of employment, employees will be paid for any unused paid leave in their final paycheck.

***Property, Plant and Equipment***

Equipment, vehicles, buildings and leasehold improvements are stated at cost less accumulated depreciation. For leasehold improvements, depreciation is computed on a straight-line basis over the life of the lease, plus the first renewal period to a maximum of ten years. Depreciation is calculated on a declining balance basis for the other asset classifications, as follows:

Engineering and office equipment	20%
Computer equipment	30%
Vehicles	30%
Buildings	4%

The costs of maintenance, repairs and minor renewals are charged to expense in the year incurred. Expenditures that increase the useful lives of equipment are capitalized. When items are retired or disposed, the cost and accumulated depreciation are removed from the accounts and any gain or loss is recognized.

***Corporate Allocation***

The corporate allocation is comprised of overhead related costs associated with Stantec Inc., the parent company. Stantec Inc.'s corporate overhead costs are allocated to Stantec Technology International Inc. on the basis of its proportionate percentage of net revenues.

***Merit Expense***

The Company and its related parent company's policy is to award merit pay based on individual employee performance as determined based on employee evaluations and other criteria established by management. The merit awarding policies and amounts comply with FAR 31.205-6(f)(1). Occasionally, the Company awards retention bonuses to new employees, normally in connection with acquisitions made. These bonuses are unallowable per FAR 31.205-(6)(1)(2).

***Use of Estimates***

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.



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NOTES TO SCHEDULE OF OVERHEAD COSTS
**3. Retirement Plans**

The Company maintains a 401(k) defined contribution and profit sharing plan that covers all employees who have completed a minimum of three months of service and are age 21 or older. Contributions to the plan are made by participants to their individual accounts through payroll withholdings. The employee contributions are matched by the Company on a discretionary basis. Effective January 1, 2006 all participants employed on or after that date are 100% vested. All participants not employed on or after that day become vested in Company's matching and profit sharing contributions on a graduated scale based on participants' years of continuous service with a minimum of 1,000 hours in any given year. The Company also maintains an 1165(e) plan for Stantec Engineering (Puerto Rico) P.S.C. employees, and additionally, in any given year, may need to make employer matches due to its acquisitions.

During the year ended December 31, 2009, the Company elected to match 100% of each participant's contributions up to the first 3% of compensation and 50% of each participant's contributions up to the next 2% of compensation. The Company made total matching contributions for all such plans in 2009 of \$8,575,030.

Additionally, the plan provides for a discretionary profit sharing component to the 401(k) plan to be determined by the Retirement Committee at the end of each calendar year. There were no such contributions for the year ended December 31, 2009.

**4. Facilities Capital Cost of Money**

The cost of money rate has been calculated in accordance with FAR 31.205-10, using average net book values of equipment and facilities multiplied by the weighted average treasury rate for the applicable period. Equipment and facilities include furniture and fixtures, computer equipment, vehicles and leasehold improvements. The calculation for 2009 is as follows:

Average net book value of assets	\$ 35,955,066
Average treasury rate	<u>5.25%</u>
Computed facilities capital cost	\$ 1,887,641
Direct labor base	\$ 154,320,636
Cost of money rate	1.22%

## NOTES TO SCHEDULE OF OVERHEAD COSTS

### 5. Adjustments Required by the Federal Acquisition Regulations

Costs incurred in connection with U.S. Government contracts are subject to the FAR. The FARs were promulgated to provide uniformity and establish guidance in the government procurement process. The FARs establish the requirements and the standards governing cost allowability and allocability to government contracts.

The following schedule provides a reconciliation of overhead costs reported under generally accepted accounting principles to overhead costs that are allowable and allocable to government contracts in accordance with the FARs. Accordingly, unallowable or unallocable costs are reported in the accompanying schedule as adjustment items in order to derive overhead costs in accordance with the cost principles established by the FARs. The net effect of these adjustments required under the FARs is to decrease overhead costs reported in accordance with generally accepted accounting principles by \$76,281,152 during the year ended December 31, 2009. A detail of the adjustments are as follows:

- A. **Merit Expense** – Retention bonuses in the amount of \$5,609,351 were disallowed in accordance with FAR 31.205-6(1)(2).
- B. **Indirect Labor** – Compensation of senior executives in excess of benchmark (reasonableness) compensation limits of \$485,443 has been disallowed in accordance with FAR 31.205-6(a)(1).
- C. **Promotion Expense** – Costs related to general promotional materials, meals and entertainment, and general advertising in the amount of \$2,877,947 were disallowed in accordance with FAR 31.205-1. Additionally, the portion of the cost of company-furnished automobiles that relates to personal use by employees in the amount of \$2,207 was disallowed in accordance with FAR 31.205-6(m)(2), for a total disallowance of \$2,880,154.
- D. **Depreciation** – Costs of \$8,304,320 that relate to the amortization of intangible assets acquired in business combinations have been disallowed in accordance with FAR 31.205-52.
- E. **Vehicle and Travel** – Costs of \$1,294,460 that relate to entertainment and other related, unallowable activities have been disallowed in accordance with FAR 31.205-14. Additionally, the portion of the cost of company-furnished automobiles that relates to personal use by employees in the amount of \$455,369 was disallowed in accordance with FAR 31.205-6(m)(2), for a total disallowance of \$1,749,829.
- F. **Community Investment** – Donations in the amount of \$141,010 were disallowed in accordance with FAR 31.205-8.
- G. **Interest and Bank Charges** – Interest costs of \$20,761,206 have been disallowed in accordance with FAR 31.205-20.
- H. **Miscellaneous Expense** – Goodwill impairment of \$30,128,260 has been disallowed in accordance with FAR 31.205-16(i).

## NOTES TO SCHEDULE OF OVERHEAD COSTS

**Adjustments Required by the Federal Acquisition Regulations (continued)**

I. **Corporate Allocation** – The allowable portion of corporate overhead costs was determined to be \$12,441,922. Therefore, costs in the amount of \$6,221,579 have been disallowed as summarized below:

Promotion costs	\$ 533,316	FAR 31.205-1
Acquisition related labor costs	266,342	FAR 31.205-27
Donations	37,173	FAR 31.205-8
Entertainment costs	26,235	FAR 31.205-14
Interest	84,688	FAR 31.205-20
Excess compensation	534,640	FAR 31.205-6
Corporate allocation methodology adjustment	4,739,185	FAR 31.201-3
Total	<u>\$ 6,221,579</u>	

**6. Subsequent Events**

In May 2009, the FASB issued SFAS No. 165, *Subsequent Events* ("SFAS No. 165"), which is primarily codified in Accounting Standards Codification (ASC) 855. SFAS No. 165 (ASC 855) codifies the guidance regarding the disclosure of events occurring subsequent to the balance sheet date. SFAS No. 165 (ASC 855) does not change the definition of a subsequent event (i.e., an event or transaction that occurs after the balance sheet date but before the financial statements are issued) but requires disclosure of the date through which subsequent events were evaluated when determining whether adjustment to or disclosure in the financial statements is required. SFAS No. 165, Accounting Standards Codification (ASC) 855 is effective for interim or annual periods ending after June 15, 2009.

The Company evaluated subsequent events through May 25, 2010 which represents the date the financial statements were available to be issued. Since SFAS No. 165 (ASC 855) requires only additional disclosures concerning subsequent events, adoption of the standard did not affect the Company's balance sheet, statement of operations and changes in net asset, or cash flows.

To the Board of Directors  
Stantec Technology International Inc.  
Page 2

### Compliance

As part of obtaining reasonable assurance about whether the Company's schedule of overhead costs is free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of schedule of overhead cost amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management and certain government agencies, and is not intended to be and should not be used by anyone other than these specified parties.

*Keegan, Simcott & Kenon, P.C.*

Tucson, Arizona  
May 25, 2010

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Stanter Consulting Services Inc.

Authorized Signature: [Signature] Date: 12-13-10

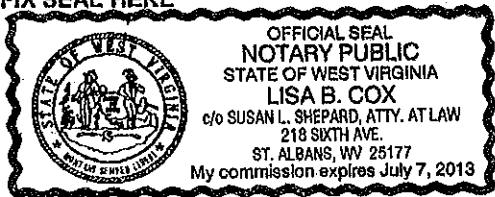
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 13 day of December, 2010.

My Commission expires July 7, 2013, 20  .

**AFFIX SEAL HERE**



NOTARY PUBLIC [Signature]