



**West Virginia Department of Environmental Protection  
Office of Abandoned Mine Lands & Reclamation**

**Mapping Services for Northern Counties of WV**



**Stantec**

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WV PURCHASING  
DIVISION

January 2012



**Stantec Consulting Services Inc.**  
1 Moore Avenue  
Buckhannon WV 26201  
Tel: (304) 472-7140  
Fax: (304) 472-6239

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**Stantec**

January 30, 2012

West Virginia Department of Environmental Protection  
Office of Abandoned Mine Lands  
601 57th Street, SE - Box 20  
Charleston, WV 25304 - 2345

**Attention: Eric Coberly, P.E. Chief**

Dear Mr. Coberly:

**Reference: Mapping Services in Northern Counties of West Virginia - DEP15704**

Stantec, founded in 1954, 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 services are offered through approximately 10,500 employees operating out of more than 160 locations in North America. Stantec's continuously growing survey/geomatics team in our Buckhannon, WV office has provided mapping and surveying services for the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP AML) for many years. Stantec's team in West Virginia has performed similar mapping and surveying work for over 13 years. With project experience of 95 aerial mapping and contour mapping projects including several more private and related projects, we are proud of our comprehensive experience and the strong working relationship with the WVDEP AML. Our mapping services experience includes setting aerial photography control targets, performing planimetric field surveys, completing topographic surveys to supplement existing aerial photography mapping, providing check section survey services to guarantee the aerial mapping accuracy and compliance with acceptable standards, and developing and submitting necessary deliverables that can be forwarded to engineering consultants for design purposes, all in a short timeframe. We are also very familiar with AML reporting and invoicing procedures. Based on these distinctive conditions and qualifications, we are convinced that Stantec is again the perfect match for the WVDEP's requests and needs for the Mapping Services Project in the Northern WV counties (DEP15704).

For the past three years, Stantec has provided survey and mapping services for both, the Southern West Virginia and Northern West Virginia contracts. Given notice to proceed on these projects, Stantec mobilized eight survey crews equipped with survey grade, latest technology GPS equipment to meet the short timeframe required by these contracts. While performing these surveys, Stantec has established permanent controls throughout the State, which will allow us to be more efficient and thus, cost-effective if chosen for this contract.

Stantec's personnel in the Buckhannon, West Virginia office will perform all required work for this Project. The names of the individuals involved with the Project will be:

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**Table 1: Stantec personnel for the Mapping Services Project in the Northern WV counties (DEP15704)**

Name	Registration / Year / Registration Number	Years of Experience
<b>Randy Calkins</b>	WV Registered Professional Surveyor / #627	33
<b>Dennis Miller</b>	WV Registered Professional Surveyor / #991	17
<b>Jason Littler</b>	WV Registered Professional Surveyor / #2139	12
<b>Herbert Parsons</b>	Virginia Registered Professional Surveyor / #2895 WV Registered Professional Engineer / #015279	17
<b>Steve Semple</b>	Florida Registered Professional Surveyor / #5489	28

We will utilize the necessary staff and resources to complete any work in an efficient, timely, and professional manner. The field survey crews will be under the direct supervision of Mr. Jason H. Littler, P.S., Project Manager who will ensure the Projects are managed on a day to day basis and that all projects are completed on-time and in-budget. The AML Coordinator for the Projects will be Mr. Dennis E. Miller, P.S.

For the aerial photography services, Stantec will be using Keddal Aerial Mapping as a sub-consultant. Stantec has used Keddal on many different surveying and engineering projects located throughout West Virginia, Ohio, and Pennsylvania for aerial mapping services. Using the latest technology, the sub-consultant will provide precision aerial photography and digital topographic mapping services meeting the WVDEP AML requirements for both colored and black and white aerial photography.

Stantec's survey/geomatics team has worked on a variety of mapping and surveying services for the WVDEP AML office including having successfully and economically fulfilled the Northern and Southern West Virginia Mapping Contract for the past three years. Within the last five years, Stantec has successfully completed the projects listed in the table below:

**Table 2: Mapping Experience of WVDEP Projects within the last five years**

Project Owner	Project Name	Acreage Mapped	Scope of Work
<b>WVDEP (South)</b>	Drews Creek A Highwall	35	Developed detailed topographic mapping for design. Performed all field surveys, control network QC check stations. Aerial work performed by GRW Aerial Services.
	Little Whitestick Creek Refuse Pile	40	
	Island Creek #18 Mine Complex	30	
	Mallory Refuse Pile	25	
	Mullens Portals	50	
	Terry Branch Portals and Refuse	25	
	Georges Creek Portals	40	
	Putney Impoundment	15	

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Project Owner	Project Name	Acreage Mapped	Scope of Work
WVDEP (South)	Winifred (McFann) Portals	100	Developed detailed topographic mapping for design. Performed all field surveys, control network QC check stations. Aerial work performed by GRW Aerial Services.
	Venus (Hamilton) Drainage	22	
	Dunloup Creek Complex	100	
	Racine (Bradshaw) Portals	15	
	Maybeury (Oakley) LS	20	
	Delbarton (Dardi) Portals	45	
	McComas (Thompson) Drainage 1	30	
	Matoaka (Crespo) Drainage	15	
	Matoaka (Young) Drainage	10	
	Riffe Branch Burning Refuse	40	
	Helen (Summe) Drainage	10	
	Sarah Ann (Vance) Drainage	40	
	Measle fork Refuse Area	70	
	Gordon "C" Refuse Pile	100	
	Keystone (Avery) LS Drainage	74	
	Earling Refuse Pile	200	
	Northfork (Suiter) Drainage	127	
	Pageton (Lambert) Portals	293	
	Shabbyroom Hollow Complex	130	
	Sugarcamp Run Burning Refuse	165	
	Keaton Branch Complex	85	
	Peach Ridge Complex	120	
	Hazy Creek (Sprouse) Portal	234	
	Hughes Creek (Burke-Quinn) Portals	56	
	Nellis (Smith) Drainage	165	
	Ream Refuse Piles	200	
	Jonben Refuse Piles	26	
	Harris Branch Refuse Pile	37	
Newtown (Kinder) Portals	100		
Coaldale Mountain Refuse Pile	69		
Marmet-Clark Drainage	50		

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Project Owner	Project Name	Acreage Mapped	Scope of Work	
WVDEP (South)	Cartright Branch Refuse Pile	217	Developed detailed topographic mapping for design. Performed all field surveys, control network QC check stations. Aerial work performed by Keddal Aerial Mapping.	
	Richardson Branch Complex	62		
	Cherokee Complex	62		
	Thorpe Refuse Pile	132		
	Mill Creek Refuse Pile	48		
	Winona Complex	186		
	Trace Branch Refuse Pile	80		
	Sugartree Branch Refuse Pile	95		
	Robinette Branch Refuse Pile	47		
	Greenbrier Hollow Refuse Pile	97		
	Johns Branch Coal Refuse Dam	265		
	Bradshaw Mine Dump	43		
	Long Branch Highwall Complex	494		
	Indian Creek Refuse Pile	100		
Wolfpen (Carpenter) Portals	205			
WVDEP (North)	Church Creek/Manown Highwall	330	Developed detailed topographic mapping for design. Performed all field surveys, control network QC check stations. Aerial work performed by GRW Aerial Services.	
	Heather Run #2	75		
	Lynch Run Highwall #10	45		
	Crooked Run #5	140		
	Mountain Run Refuse	85		
	Prospect Valley Highwall	70		
	Barker Portals and Strip	100		
	Birds Creek #4	160		
	Kingwood Rt 7 Highwall	90		
	Little Laurel Run Highwall	48		
	Fairmont Five Subsidence	10		
	Cambria Portals & Drainage	50		
	Greystone Mine Drainage	2		Performed conventional topographical surveying
	Pines Country Club (Pond) Subsidence	100		Developed detailed topographic mapping for design. Performed all field surveys, control network QC check stations.
	Birds Creek Portals	459		
Pringle Run #2	188			
Squire's Creek Portals & Refuse	60	Aerial work performed by GRW Aerial		

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			Services.
Project Owner	Project Name	Acreage Mapped	Scope of Work
WVDEP (North)	Tub Run Highwall & Refuse - Phase I	364	Developed detailed topographic mapping for design. Performed all field surveys, control network QC check stations. Aerial work performed by GRW Aerial Services.
	Valley Point #2	50	
	Zebb's Creek Highwall #2	14	
	Overfield (Lafferty) CS & Portal	27	
	Dotson Tipple Project	228	
	Laurel Point Strip	333	
	Reynoldsville Refuse	335	
	Wheeling 15th Street Mine Drainage	1	Performed conventional topographical surveying.
	Montana Mines Subsidence	23	Developed detailed topographic mapping for design. Performed all field surveys, control network QC check stations. Aerial work performed by GRW Aerial Services.
	Shinston-Lumberport Subsidence	2	Performed conventional topographical surveying.
	Gains Highwall	50	Developed detailed topographic mapping for design. Performed all field surveys, control network QC check stations. Aerial work performed by GRW Aerial Services.
	Douglas Run Strip	82	
	Shinnston (Shinns Run) Portals & AMD	46	Developed detailed topographic mapping for design. Performed all field surveys, control network QC check stations. Aerial work performed by Keddal Aerial Mapping.
	Clarksburg (Lyons) LS	98	
	Dale R. Trasher	122	
	Tub Run HW & Refuse Phase II	457	
	Hawkinberry Hollow Portals & Subsidence	97	
	Simpson Creek HW, Tipple & Portals	526	
	Laurel Run #1	261	
	Robinson Run (Cale) Mine Drainage	28	
Forman Dawson Portal	55		
Valley Bend Strip	87		
Williams Mine Portals	59		

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LOBO Capital	10	Performed conventional topographical surveying.
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The engineering and survey team in Stantec's West Virginia office is currently working on the following WVDEP projects:

**Table 3: Stantec's current WVDEP AML projects**

Project Owner	Project	SOW
WVDEP AML	Tub Run Highwall and Refuse - Phase II, DEP15219	AML Reclamation Project
WVDEP AML	Greenbrier Hollow Refuse Pile, DEP 15226	AML Reclamation Project
WVDEP AML	Pageton (Lambert) Portals, DEP 15063	AML Reclamation Project

Apart from our strong working relationship with the WVDEP, Stantec has also provided mapping services to other public clients in West Virginia, such as the West Virginia Special Reclamation Program, the West Virginia Conservation Agency, and the Ohio Department of Natural Resources Abandoned Mine Lands Program.

Stantec provides clients with effective, efficient, and responsible solutions within the project timeframes that achieve a positive balance of economic, environmental, and social benefits within the world of infrastructure and facilities. We strive for excellence, consistency, and effectiveness in our continued evolution. Growth is integral to our success as we enhance the depth and breadth of our expertise, broaden our services, and expand our technological competencies to provide our clients with results. The constant in all our projects and services is the way we do business. Every business relationship is founded on open communication and trust, and the results of this guiding principle are apparent both in our extensive portfolio and in the long-term trust we have established among our many satisfied clients.

We are very excited about this opportunity to continue working with WVDEP and look forward to providing mapping services on this utmost important Project. We are very confident that no other company can meet our quality of work, which is the result of a perfect combination of professional experience, time efficiency, local presence and cost competitiveness.

Through our people, practices, partnerships, and technology, we support the delivery of projects varying in size and complexity and provide professional services for infrastructure and facilities from offices throughout North America and beyond. If chosen, Stantec's primary goal will be to address every WVDEP need supported by other professionals available on an "as-needed" basis from our large pool of surveying and mapping, civil and site engineering, geotechnical engineering and construction professionals and partners.

Stantec is **One Team** providing **Integrated Solutions**.

**Stantec**

January 30, 2012

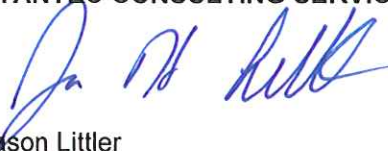
Attention: Eric Coberly, P.E., Chief  
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If you have any questions, need additional information or further services, please do not hesitate to contact me or Dennis Miller anytime at 304-472-7140.

Respectfully submitted,

**STANTEC CONSULTING SERVICES INC.**



Jason Littler  
Project Manager  
Tel: (304) 472-7140  
Fax: (304) 472-6239  
jason.littler@stantec.com



# West Virginia Department of Environmental Protection

Various Locations, West Virginia



Stantec has provided remediation services for over 35 Abandoned Mine Land (AML) projects through the West Virginia Department Of Environmental Protection.

Typical projects for these AML sites throughout West Virginia have included remediation of abandoned land mine sites consisting of acid mine drainage treatment, ground water testing and monitoring, utility assessment and design, and mine reclamation. Stantec's services for such projects have included storm water management, floodplain/drainage analysis, ground water monitoring and sample analysis, surveying/mapping, environmental permitting.

Stantec completed reclamation design services for a number of sites. Among these were two Howesville Sites, Weaver Portals and Highwall (Phases I and II), Gladly Fork Mining, Inc. (Permit D-35-82) Bond Forfeiture Active AMD Treatment Facility, Murray City AMD and Art Project, Flint Run East Acid Mine Drainage Reclamation, Danehart Acid Mine Drainage Reclamation, and Midvale Coal Number 7.

Additionally, Stantec also completed a number of site feasibility studies, including Wilsie-Rosedale, Sugar Creek PSD Waterline Feasibility Study I.D. No. 324; Poplar Ridge / Morrison Ridge Waterline Feasibility Study; Summit Park PSD Waterline Feasibility Study I.D. No. 288; and Hodgesville PSD Waterline Feasibility Study I.D. No. 275.



## Surveys / Geomatics

Surveys / Geomatics



Stantec's Surveys/Geomatics team applies extensive experience and state-of-the-art technology to address surveying and mapping needs through the full life-cycle of projects across all market segments.

Stantec provides the full range of surveys/geomatics services encompassing the measurement, layout, representation, analysis, management, retrieval, and display of spatial information describing the earth's physical features, land parcel boundaries, and the built environment.

The expertise of Stantec's professional and technical Surveys/Geomatics staff is applied to services including boundary and cadastral surveys, ALTA/ACSM, topographic mapping, construction stakeout, geodetic and control surveys, route surveys, as-builts, water rights, and hydrographic surveys, as well as subsurface utility engineering (SUE), Geographic Information System (GIS) services, and terrestrial LiDAR scanning. Specialized services include environmental surveying in support of projects involving remediation, landfills, unexploded ordnance, vegetation and habitat, wildlife, wildfire burns, wetlands, and more.

Our comprehensive Surveys/Geomatics services may be performed on a wide range of projects focusing on residential, commercial, industrial, transportation, utility and power, recreational, environmental, and institutional projects for public and private sector clients. Our staff is capable of effectively performing work in locations that range from major urban settings to the most remote and challenging environments by effectively addressing the logistical and safety considerations inherent in each situation.

# Topographic Mapping

Surveys / Geomatics



Topographic mapping is the process of creating highly detailed representations of the horizontal and vertical location of natural and manmade features.

Topographic mapping is the process of measuring 3-dimensional locations of natural and manmade features within a site and preparing a graphic representation of the site's conditions.

Topo maps have many uses and serve as the basis for land planning, route planning, civil engineering design, architectural design, watershed and drainage analysis, visualization renderings, and geological exploration. This mapping is integral to work on projects including residential, commercial, and industrial developments, airports, roads and highways, rail and light rail, recreation facilities, water and wastewater infrastructure, mining, and more.

Field survey measurements are commonly made with conventional or GPS survey techniques or by terrestrial LiDAR scanning to gather 3D locations for all features of interest. Specialized computer software is used to process the data and create the topo maps. Topographic maps depict information on manmade features such as buildings, roadways, fences, and utilities, natural features such as watercourses and vegetation, and elevation information in the form of contour lines and spot elevations. The vertical information can be represented as a Digital Terrain Model (DTM) or Digital Elevation Model (DEM), along with horizontal information represented as CAD data, for direct use in design and planning application software.



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

**Request for  
 Quotation**

RFO NUMBER  
 DEP15704

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/22/2011				

BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	OPEN	END CONTRACT 962-52		
<p>MAPPING SERVICES FOR NORTHERN COUNTIES OF WV</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ABANDONED MINE LANDS AND RECLAMATION IS SOLICITING BIDS FROM QUALIFIED VENDOR'S FOR A OPEN-END CONTRACT TO PROVIDE MAPPING SERVICES IN THE NORTHERN COUNTIES OF WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS AND THE VENDOR'S SUBMITTED AND ACCEPTED BID SCHEDULE.</p> <p>THESE MAPPING SERVICES WILL RESULT IN THE DEVELOPMENT OF CONTRACT DOCUMENTS FOR DESIGN &amp; CONSTRUCTION PROJECTS THROUGHOUT THE NORTHERN COUNTIES OF WEST VIRGINIA INDICATED HEREIN.</p> <p>INQUIRES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH THE CLOSE OF BUSINESS ON FRIDAY, JANUARY 13, 2012. QUESTIONS MAY BE SENT VIA; USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE THAT NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTION WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-472-7140 DATE: 1/31/12

TITLE: Associate FEIN: 11-2167170 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**INSTRUCTIONS TO BIDDERS**

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



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

**Request for  
 Quotation**

RFQ NUMBER:  
 DEP15704

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

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ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/22/2011				

BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>ADDRESS INQUIRIES TO:</p> <p>GUY NISBET            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV. 25305            FAX: 304.558.4115            EMAIL: GUY.L.NISBET@WV.GOV</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-472-7140 DATE: 1/31/12

TITLE: Associate FEIN: 11-2167170 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

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TYPE NAME/ADDRESS HERE

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ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
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BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-478-7140 DATE: 1/31/12

TITLE: Associate FEIN: 11-2167170 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  
 DEP15704

PAGE  
 4

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/22/2011				

BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: DEP15704....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *D. M. Kelle* TELEPHONE: 304-472-7140 DATE: 1/31/12

TITLE: Associate FEIN: 11-2167170 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
DEP15704

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5

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/22/2011				

BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Don M. Kull</i>            .....            SIGNATURE  <i>StarTee Consulting Services</i>            .....            COMPANY  <i>1/31/12</i>            .....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Don M. Kull</i>	304-472-7140	1/31/12	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Associate	11-216 7170		

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  
 DEP15704

PAGE  
 6

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/22/2011				

BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:-----GN-----						
RFQ. NO.:-----DEP15704-----						
BID OPENING DATE:-----01/31/2012-----						
BID OPENING TIME:-----1:30PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----304-472-6239-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): -----Jason H Littler-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jason H Littler</i>	TELEPHONE 304-472-7140	DATE 1/31/12
TITLE Associate	FAX 11-216 7170	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  
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 Charleston, WV 25305-0130

### Request for Quotation

RFQ NUMBER  
 DEP15704

PAGE  
 7

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED 12/22/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEP15704 ***** TOTAL:						\$ 216,781

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Guy Nisbet</i>	TELEPHONE 304-472-7140	DATE 1/31/12
TITLE Associate	FEIN 11-2167170	ADDRESS CHANGES TO BE NOTED ABOVE

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

**MAPPING SERVICES IN NORTHERN COUNTIES OF WEST VIRGINIA  
OPEN-END CONTRACT  
DEP15704**

**Section A – Scope of Services**

**Background**

DEP is mandated by the Surface Mining Control and Reclamation Act of 1977, Public Law 95-87, to reclaim lands and water affected by coal mining that impose social and economic costs on residents, impair environmental quality, prevent or damage the beneficial use of land or water resources or endanger the health and safety of the public.

**Scope of Work**

The scope of work shall include the development of detailed topographical mapping from field survey data, as well as aerial photography, design data surveys, the development of field survey information suitable and adequate for the development of detailed plans and specifications.

**I. Specifications for Surveying and Mapping**

**A. Topographical Survey**

- 1) Location of the physical features of the terrain and the various objects and obstructions both natural and man-made on and in the vicinity of the project site as directed in the project Work Directive.
- 2) Benchmarks and horizontal control shall be established outside of the anticipated limits of construction. The minimum requirements for installation of control shall be specified in the project Work Directive.
- 3) Field Surveys for Topographic Mapping – Field surveys will be conducted as needed to establish horizontal and vertical control data for preparation of the topographic map(s). The following specifications and stipulations will apply to field survey.
  - a. Horizontal traverses shall be closed. All angles shall be doubled and checked by comparing computed bearings with observed bearings. The difference between the deflection and angle and half of the double deflection angle shall not exceed 20 seconds. Horizontal direction shall be established from magnetic north.

- b. A baseline shall be established across or in close proximity to the site with permanent objects or hubs as directed in Item (e) below. Baselines may be established on pre-existing jeep trails, roads or utility rights of way on or in close proximity to the site. The maximum distance between baseline stations shall be located in such a way that at least two stations can be seen with an ordinary transit. This baseline can be worked in conjunction with the vertical and horizontal control.
- c. All field survey work shall be conducted on the public right of way where possible, however, the DEP shall obtain right of way on private property where needed.
- d. During the field survey, traverse stations shall be marked and referenced so that they can be readily re-established. A minimum of two reference points should be set and each horizontal change in the baseline. Traverse stations shall be marked by steel hubs flush with the ground surface and referenced by guard stakes or natural or identifiable permanent objects at the ground surface. The location and description of all traverse stations shall be accurately recorded in the notes. The markings on the guard stakes shall include the distance to the traverse stations, the line to the traverse station, and the station of the traverse station.
- e. Bench level traverses shall be of such precision that the error of closure (in feet) shall not exceed plus or minus 0.05 times the square root of the length of the traverse (in miles). The locations, description, and elevation of benchmarks shall be accurately recorded in the notes. The datum plane shall be that of the U. S. Coast Geodetic Survey or Geological Survey or West Virginia Coordinates Plan.

#### B. Topographic Mapping Using Aerial Photography

- 1) Aerial Photography – The photographs shall be made with a calibrated precision-type aerial camera in a vertical position. The successful bidder or their sub-contractor shall supply a copy of a current calibration certificate, issued by the National Bureau of Standards (USGS) or other competent testing organization, which is dated within the past twenty-four (24) months upon demand by the DEP. Any commercial aerial film with a fine-grain emulsion may be used. Altitude shall be the height above average ground required to achieve the accuracy listed in these specifications, not to exceed 4,800 feet.

The time for taking the photographs shall be such that the sky is clear of clouds and haze, streams are within their normal banks, deciduous trees and other vegetation are without leaves, and the ground is free from snow cover. The time for taking of photographs shall be further confined to that portion of the day when the sun is at its highest angle.

Contact prints shall be clean and free from chemical or other stains, blemishes, uneven spots, fog, and finger marks and shall be thoroughly washed to remove any chemical materials which would impair their permanency.

The entire project area shall have stereoscopic coverage within the usable distortion-free portion of the field of the lens. The overlap in the line of flight shall be no less than 45 percent nor more than 65 percent. Side overlap shall be no less than 25 percent.

At the completion of the work, the following shall be provided the contracting officer:

- a. Two sets of black and white 9" x 9" aerial photographs properly identified by site name and photo index number.
  - b. Three sets of color 9" x 9" aerial photographs (contact prints) properly identified by site name and photo index number without any additional manual markings.
  - c. All negatives of the aerial photograph.
  - d. Copies of cross-sections taken every 300 feet along the baseline to be plotted on cross-section paper and overlaid on cross-sections plotted from the mapping to verify the mapping accuracy.
  - e. Two computer disks containing all survey mapping and data compatible with a computer aided design system in AutoCAD (Version Release 17 or Engineer approved alternate).
- 2) Field Surveys – Field surveys will be conducted as needed to establish horizontal and vertical control data for preparation of the topographic map.
- 3) Topographic Mapping – Topographic drawings shall be on 24" x 36" standard map sheets. Every fifth contour line shall be accentuated with elevations noted. The topographic contour map(s) shall be prepared using stereo methods. The basic map shall be stereo plotted and mechanically transcribed to a scale of 1" = 100' with a contour interval of 2 feet unless otherwise specified by the DEP based on particular needs established due to the site specific circumstances.

The topographic drawings shall have included on them (lower right part of map) the following:

- The name of the project.
- Inserts showing location of all reference points.
- The location of the project (county map).
- Legend.
- Title block for approval signatures.
- Map Scale.

The various views required to be presented on the drawings shall be oriented in the following manner:

- a. If the mapping requires the use of two sheets or more, match lines will be used to relate the sheets together. If the use of more than two sheets is necessary, an additional sheet will be required with a reduced scale enabling the placement of the entire area on one sheet indicating how the sheets relate to each other.
- b. Each topographic sheet shall be oriented, whenever possible so the direction of stream flow is from the left to the right or from the top to the bottom of the sheet. Arrows indicating the direction of stream flow will be included. Spot elevations shall be shown to assist in determination of hilltops, saddles and road intersections. Each sheet shall contain a bar scale and a geodetic or polar north arrow.
- c. Physical Features – All physical features situated on the ground such as vegetation, rivers, ponds, lakes, small streams, rock outcrops, and other unusual features will be located and identified on the topographic map.
- d. Cultural Features – All cultural features such as houses, barns, buildings, commercial businesses, highways, railroads, bridges, pipelines, farm ponds, fences, electric power lines, telephone lines, utility lines, gas wells, and any other cultural features shall be located and identified on the topographic map. Specific features dealing with mining such as the limits of coal refuse, landslides if determinable, the location of strip mine highwalls and overburden, deep mine openings, both draining and dry and any other mining related feature must be located and identified on the topographic map. This requirement should be accomplished to the best degree possible without an actual detailed survey.
- e. All horizontal and vertical control points – to include permanent or temporary benchmarks, will be located and identified on the map. There shall be a minimum of four vertical points and three horizontal points.

- f. The precision of the topographic map for all areas within the actual project area shall not be less than the following:
- o Average error shall not exceed 0.025 x the scale of the map expressed in feet per inch.
  - o Percentage error in scaled areas shall not exceed 0.05 x scale of the map expressed in feet per inch.
  - o Of points chosen at random, the percentage whose error in elevation exceeds one-half the specified contour interval shall not exceed 10 percent.
  - o All maps shall be drawn to the limits as shown on the mapping outline for the individual areas.
- Note: Areas outside the actual project limits are to be as precise as conditions allow but will not be held to these limits.
- g. Symbols and abbreviations shall be in accordance with "Standard Map Symbols" published by the Soil Conservation Service, U. S. Department of Agriculture, January 1965.

## Section B – Contractual Information & Requirements

### I. Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services for all of the scope of work required in this contract.

### II. Location of Work

The area of work shall include the entire State of West Virginia. The counties listed below are the coal producing counties and those in parentheses represent where most of the work required in the contract is located.

#### "Northern" Counties

1. (Hancock)
2. (Brooke)
3. (Ohio)
4. Marshall
5. Wetzel
6. Tyler
7. (Monongalia)
8. (Preston)



9. (Marion)
10. Doddridge
11. (Harrison)
12. (Taylor)
13. Mineral
14. (Grant)
15. (Tucker)
16. (Barbour)
17. (Lewis)
18. (Braxton)
19. (Upshur)
20. (Webster)
21. Pocahontas
22. (Randolph)
23. Pendleton
24. (Gilmer)
25. Calhoun

### III. Ordering Procedure

- A. This is an indefinite quantity contract for the services specified in the Statement of Work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the DEP (Project Manager) by issuance of a Work Directive, which shall specify the location of the project site, the specified problem, the work to be performed and the time frame during which the work must be completed. The Contractor will then be responsible for contacting DEP to arrange an on-site meeting. Upon completion of a field reconnaissance with a DEP representative, the Contractor will submit a cost proposal for the work requested, signed by a principal of the firm. The individual project cost proposal which contains the quantity estimates shall be in accordance with the unit prices provided in the response to this RFQ.

### IV. Delivery

- A. The Offeror shall prepare, submit and deliver all original survey notes, mapping and additional drawings, etc. or calculations as may be requested by the specific Work Directive within the time frame established for the project. The submission of all preliminary documents or required revisions must also be accomplished within said time frame. Additional time will be given for completion of any revisions and to provide time for billings. Such time to be defined as the performance period. If these time frames are not met, the DEP may refrain from issuing further Work Directives and if a Contractor

persists in being late with submittals, the DEP may refuse to renew the Contractor's contract.

- B. The DEP will be responsible for obtaining any necessary rights of entry for purposes of performing field surveys to provide ground control for topographic mapping from aerial photography. The majority of this work should be done in public access areas such as highway right of way, etc. Additionally, any ground surveys will require the Contractor to identify to the DEP any areas requiring access so that the DEP may obtain Right of Entry for those areas.
- C. The work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives. Such inspection will, among other things, ensure compliance. Final inspection and acceptance will be made by the DEP (Project Manager) or authorized representative(s).
- D. In accomplishing services to fulfill the requirements of Work Directives, neither the Contractor nor his Subcontractor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.
- E. Any Contractor shall be ineligible to bid on any aspect of the construction phase of a project if it prepared any part or aided in the preparation of any part of the contract documents for construction.
- F. DEP may retain ten percent (10%) of the Offeror's invoices until such time as the Assistant Director is satisfied that all of the conditions of the contract have been met. The Offeror must be responsible for taking any and all such measures as are necessary to correct any defect(s) arising out of the contract which are proven to be as a result of error(s) in the mapping. Such corrective action(s) shall be performed to the satisfaction of the Assistant Director.

#### V. Cost and Payments

- A. Payment to the contractor will be made on the basis of the items and unit prices outlined in the Purchase Order.
- B. The Offeror shall invoice after the completion of work specified in the Work Directive and after submission of all required work when the performance period is less than thirty (30) days. Invoices may be submitted monthly when the performance period exceeds 30 days. The State may retain 10 percent of each invoice to guarantee that all of the conditions of the contract have been met. This retainage may be held for a period of six (6) months and shall run from the date that construction on a project commences. However, final payment (except for any retainage which may be held) will only be made

after all work and reports specified in a Work Directive and this contract are delivered and accepted by the State. All invoices shall show labor, travel, other expenses incurred during the billing period and the work yet to be accomplished. Invoices showing costs not clearly identifiable will not be paid. No payment(s) will be authorized for any work incurred as a result of any error on the part of the Contractor.

### **Section C – Qualification Requirements & Evaluation Factors**

#### **I. Offeror Qualification Requirements**

The Offeror shall demonstrate the capability of providing topographical, design data and construction surveys in accordance with U.S. National Map Standards. Minimum experience is two (2) years. To the extent possible the Offeror will utilize available aerial photography, aerial topographic maps or enlarged U.S.G.S. topographic maps and the information contained thereon, in lieu of developing maps from field surveys. All survey work described below shall be performed under the direction of a Licensed Land Surveyor, licensed or registered in the State of West Virginia, who will provide certified maps and/or drawings as directed in the specific project Work Directive.

During the performance of this contract, the Contractor agrees to follow and obey all Federal and State Laws and Regulations, etc.

The Offeror must meet the requirements listed below in order to be considered qualified to perform the work designated by this RFQ. Successful Offerors should have the following professional capabilities or staff available at the time of the bid:

- Licensed Land Surveyor;
- Competent Field Staff and Survey Crew;
- Professional Drafting Capabilities;
- Adequate Computer Aided Design Capabilities (AutoCAD Version Release 17 or Engineer approved alternate);
- Capacity to process and complete multiple projects within the designated time frames

Vendors must submit the following at the time of bid:

1. Names of individuals performing work including registration/licensing numbers.
2. List of similar projects completed by your firm (included past five (5)).
3. List of similar projects currently working on.
4. Name of Project Manager anticipated for this project.
5. Number of years your company has performed this type of work.

- II. The Contractor will be required to have knowledge or experience in the following areas:
  - A. Development of Topographic Mapping from Field Survey as well as from Aerial Photographs; the use of Subcontractors will be permitted under this contract for aerial photography work.
  - B. Boundary and Property Surveys;
- III. All work prepared under this contract must be performed under the direction and reviewed by a Licensed Land Surveyor and his or her stamp and signature must be affixed to the cover sheet of all contract documents.
- IV. On certain projects the Contractor shall obtain additional umbrella insurance liability coverage for no less than \$ 1,000,000.00 for bodily injury and property damage for each occurrence, and not less than \$ 1,000,000.00 aggregate. This coverage will be over and above the standard insurance coverage required on all projects, which is \$ 1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$ 1,000,000.00 aggregate. Successful bidders will be required to provide a Certificate of Insurance or some form of certified proof that this insurance can be obtained on demand prior to the issuance of this contract. All employees of the Contractor and of Subcontractors engaged in the work of this contract shall be covered by West Virginia Workers' Compensation Insurance. Certificates shall be provided to DEP by the Contractor and Subcontractors showing compliance with the Workers' Compensation Laws of West Virginia.



Rev. 09/08

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.  Application is made for 5% resident vendor preference for the reason checked:  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Stantec Consulting Services Signed: [Signature]  
 Date: 11/31/12 Title: Associate

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

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: Startec Consulting Services

Authorized Signature: [Signature] Date: 1/31/12

State of West Virginia

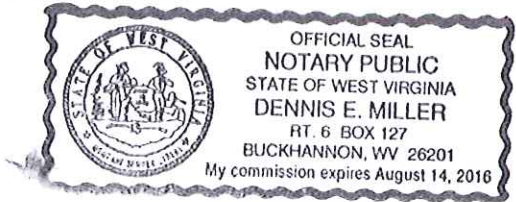
County of Upshur, to-wit:

Taken, subscribed, and sworn to before me this 31 day of January, 2012.

My Commission expires August 14, 2016.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]



# One Team. Infinite Solutions.



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