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Header 2

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Procurement Folder: 1945307

Procurement Type: Central Master Agreement

Vendor ID: 000000160928

Legal Name: CIVIL & ENVIRONMENTAL CONSULTANTS INC

Alias/DBA:

Total Bid: \$155,900.00

Response Date: 05/27/2026

Response Time: 12:37

Responded By User ID: kevinhanks

First Name: Kevin

Last Name: Hanks

Email: khanks@cecinc.com

Phone: 2676885593

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2600000033

Published Date: 5/14/26

Close Date: 5/27/26

Close Time: 13:30

Status: Closed

Solicitation Description: AML - Potential Hibernacula Surveys - AML Sites Northern Reg

Total of Header Attachments: 2

Total of All Attachments: 2

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|-------------|-----------------------------|
| 1 | Hibernacula Survey, based on per site, per night | 20.00000 | EA | 5302.500000 | 106050.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 77111507 | | | |

Commodity Line Comments: See attached proposal for clarification. Cost per site/per night - \$4,900.

Extended Description:

Hibernacula Survey, based on per site, per night. Esitmated quantities are for bid purposes only.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|-------------|-----------------------------|
| 2 | Acoustic Surveys, based on per site, per night | 20.00000 | EA | 2492.500000 | 49850.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 77111507 | | | |

Commodity Line Comments: See attached proposal for clarification. Cost per site/per night - \$2,600.

Extended Description:

Acoustic Surveys, based on per site, per night. Esitmated quantities are for bid purposes only.



May 27, 2026

Mr. Joseph E. Hager III
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, West Virginia 25305-0130

Dear Mr. Hager:

Subject: Proposal for Professional Ecological Services
Potential Hibernacula Surveys – AML Site Northern Region
Solicitation No. CRFQ 0313 DEP2600000033
CEC Project: 363-450

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this proposal to the West Virginia Department of Environmental Protection (WVDEP), Office of Abandoned Mine Lands and Reclamation (WVDEP-AML), in response to Solicitation No. CRFQ 0313 DEP2600000033 for Potential Hibernacula Surveys – AML Sites Northern Region. We acknowledge the request for quotation and subsequent addenda, including Addendum #1 and Addendum #2.

CEC understands the importance of the WVDEP-AML program and the funding mechanisms that support it. We approach every project with fiscal responsibility, treating state resources as our own, while delivering quality solutions that meet scope, schedule, and budget. We have qualified bat surveyors on staff, including our Bridgeport, West Virginia office and are capable completing the provided scope of work completely in-house.

Enclosed is our proposed project approach to complete the requested hibernacula surveys and support WVDEP-AML in its mission to reclaim and restore lands impacted by mining and to improve the quality of life for communities across the state.

Thank you for the opportunity to submit our bid. Should you have any questions, please contact Alex Cook at (304) 841.3921. We look forward to discussing how CEC's West Virginia offices can support WVDEP-AML's ongoing and future reclamation efforts.

Respectfully submitted,
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Alex Cook

Senior Project Manager



Grant Maltba

Project Manager

Attachment A
CEC Standard Terms and Conditions



1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL or any other document provided by CLIENT, these TERMS shall take precedence.

2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional services provider. CEC provides no warranties or guarantees whether express or implied.

3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse CEC for time and expenses incurred by CEC in defense of any such claim based upon CEC's current fee schedule and expense reimbursement policy.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform CEC of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

CEC and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for CEC to take immediate measures to protect health and safety. CEC agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform

the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies.

6. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractors or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work in relation to working conditions of the site. CEC shall be responsible for the safety of its own personnel in performance of the services. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of work on site as set forth in the PROPOSAL, CEC will report on its observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction or other related field services. CEC does not have the duty to reject or stop work of CLIENT, its contractors, or its agents.

7. BILLING AND PAYMENTS

7.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Payment is due from CLIENT thirty (30) days from the invoice date. If a retainer or pre-payment is required by the PROPOSAL, payment must be received by CEC prior to commencement of services. Payment shall be made as follows:

Electronic Payment:

PNC Bank, Pittsburgh, PA 15222
PNC Bank Routing #043000096
CEC Account #002272405
SWIFT & BIC Code: PNCCUS33
Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):

Civil & Environmental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Any retainer shall be applied to the final invoice and unused funds, if any, returned to CLIENT. In the event CLIENT fails to pay CEC within thirty (30) days of invoice, CLIENT agrees that CEC will have the right to suspend performance of services after written notice to CLIENT. CEC will be entitled to interest of one and one-half percent (1.5%) per month for past due amounts. CEC will be entitled to collect for time and expenses (per CEC's current fee schedules), attorneys' fees and other costs incurred by CEC for collection of past due amounts.

Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost.

7.2. Reimbursable Expenses: Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

8. CHANGES

8.1. Changes: Upon a change in CEC's scope of services, discovery of unforeseen conditions, or any direction or instruction by CLIENT outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change amending the AGREEMENT price and schedule.

8.2. Unauthorized Changes: If changes are made to CEC WORK PRODUCT by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

9. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

10. INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law, General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 and Automobile Liability with a limit of \$1,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable. CLIENT and/or the property owner will be listed as additional insured for General Liability and Automobile Insurance.

11. ALLOCATION OF RISK

11.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

11.2. Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.

11.3. Indemnification: CEC shall indemnify CLIENT from and against third party claims or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

12. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination. CEC may immediately suspend performance of its services and terminate this AGREEMENT upon written notice if CLIENT becomes insolvent or bankrupt.

13. GOVERNING LAW

The law of the Commonwealth of Pennsylvania will govern this AGREEMENT, their interpretation and performance. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

14. DISPUTE RESOLUTION

14.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the

nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

14.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

14.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Allegheny County, Pennsylvania, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

14.4. Waiver of Jury Trial: THE PARTIES AGREE AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING OR SUIT RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE PROJECT.

15. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

16. OWNERSHIP

16.1. "Intellectual Property" means any and all of the following arising pursuant to the laws of any jurisdiction throughout the world: (a) copyrights and all registrations and applications for registration thereof; (b) trade secrets and know-how; (c) patents and patent applications; and (d) other intellectual property and related proprietary rights owned or licensed by a party hereto. "Background Intellectual Property" means the Intellectual Property of a party created or developed prior to the effective date of this AGREEMENT and/or independently of the work performed by the party pursuant to this AGREEMENT. Except for the licenses granted hereunder, all rights in a party's Intellectual Property and Background Intellectual Property are otherwise reserved.

16.2. CEC shall retain all rights, title, and interest in and to all Intellectual Property in all drawings, specifications, documents, or other tools or materials ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CEC hereby grants CLIENT a limited, non-exclusive, non-transferable, non-sublicensable license: (a) to use and reproduce the WORK PRODUCT solely for CLIENT's own internal business purposes; and (b) to use CEC'S Background Intellectual Property solely to the extent that: it is incorporated into the WORK PRODUCT, and a license thereof is necessary to use and reproduce the WORK PRODUCT. CLIENT shall not disclose or use the WORK PRODUCT with CLIENT's other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

16.3. CLIENT shall not use the name, logo, or marks of CEC in any publicity releases, interviews, promotional or marketing materials, or public announcements without the prior written approval of CEC.

17. FILE RETENTION

Upon conclusion of the services, CEC will close its project file and archive for storage. CEC reserves the right to destroy all file information within seven (7) years after conclusion of the services.

18. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 10 (Insurance), 11 (Allocation of Risk), 13 (Governing Law), 14 (Dispute Resolution), and 16 (Ownership) shall survive termination of the AGREEMENT.

END OF TERMS

Attachment B
Project Approach

**AML POTENTIAL HIBERNACULA SURVEYS – AML SITE NORTHERN REGION
SOLICITATION NO. CRFQ 0313 DEP2600000033**

1.0 Project Understanding

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this scope of work and cost estimate in response to a solicitation for bids for the West Virginia Department of Environmental Protection Office of Abandoned Mine Lands and Reclamation (WVDEP-AML) Potential Hibernacula Surveys – AML Site Northern Region (Solicitation No. CRFQ 0313 DEP2600000033). To support the proposed costs entered into the provided pricing page, CEC has presented our project approach and scope of work below.

2.0 Scope of Services

Study Plan

A study plan will be prepared for submittal and concurrence from the United States Fish and Wildlife Service (USFWS) West Virginia Field Office. The study plan will include a brief description of the project, associated maps, and a detailed description of the proposed survey methods and level of effort. This fall presence/absence harp-trapping survey will follow the *2024 Range-Wide Indiana Bat & Northern Long-Eared Bat Survey Guidelines*, dated March 2024 (extended for use in 2025) designed to demonstrate the presence or probable absence of listed bat species.

Field Surveys

Fall surveys of mine/cave entrances should be conducted between September 15 and October 31. A minimum of one (1) night of harp trap sampling per week for six (6) weeks is required at each suitable entrance. However, multiple nights of sampling per week can be accepted in the last two weeks of October if forecasted weather conditions require it and at least three (3) nights of sampling were completed during the first three weeks of the survey period. Survey effort may be suspended if no bats (of any species) are captured after the first two (2) nights of acceptable survey effort in the fall. The sampling period should begin at sunset and continue for at least five (5) hours each night. Per the current guidelines, the capture of an Indiana and/or northern long-eared bat during survey efforts requires three (3) additional nights of sampling per week for three (3) consecutive weeks; however, per the requirements outlined in the solicitation, if federally listed species are captured, no further surveys will be required for the associated portal. If the survey season (i.e., September 15 to October 31) ends prior to the completion of the required additional sampling, then sampling may need to be completed the following spring between April 1 and April 21.

The portal surveys will be performed using a harp trap in conjunction with bird-exclusion netting or plastic sheeting to fully block the entrance. In addition, an acoustic detector will be placed near the entrance to assess the overall effectiveness of the harp trap placement. The sampling period will begin at sunset and continue for at least five hours each night. If captures increase during the survey or more than six bats of any species are captured during the last hour of monitoring, the survey effort will be continued until bat activity declines to less than six bats per hour.

In the case of severe weather including precipitation, strong winds, and/or temperatures dropping below 50 degrees Fahrenheit during the first two hours or dropping below 40 degrees at any point during the survey,

surveys will be terminated, and the site will be resurveyed under suitable conditions. CEC will decontaminate and/or dispose of field gear according to the most current white-nose syndrome decontamination protocol released in October 2024.

Report

CEC will begin assembling a draft report of findings for the portal survey when fieldwork has been completed. This report will be scientific in format and will include an introduction and description of the proposed project, a detailed account of the methods used during the survey, and a detailed summary of all survey results. Figures showing the proposed project area and survey area(s) will be included in the report. Finally, any relevant supporting materials will be included with the report as appendices. These materials will include copies of all data sheets and applicable photographs from the survey effort.

Upon conclusion of the draft period, proposed revisions by the client during one (1) round of comments will be incorporated into a final report. This report will be submitted by CEC to USFWS and for their review and concurrence. The USFWS typically has 30 days upon submittal to concur with the survey results and conclusions.

3.0 Cost Estimate

The estimated costs to complete the scope of services have been provided in the online pricing page; these fees are based on our current understanding of the project. The provided unit costs (per site, per night) are for the field effort and do not include a survey plan or report; those costs are included with the total cost provided (for 20 sites). This scope of work includes preparation and submittal of one study plan and one findings report to include the total number of portals/sites requested. The costs provided for hibernacula surveys also include administering an acoustic device and collecting data at the same portal location. Costs provided for the acoustic surveys are for standalone acoustic detection and reporting and are meant to be in-lieu of harp trapping and not additive in relation to the costs for harp trapping. Reimbursable expenses are included in our fees, and will be invoiced at cost, plus a 10% administrative fee. A Technology and Office Service Fee, equivalent to 3% of professional fees, will be added to each invoice for project expenses associated with software, computer technology, and incidental office expenses.

4.0 Schedule

CEC can submit a study plan to USFWS within one week from receipt of the project location(s) from WVDEP-AML. Once concurrence is received from USFWS, CEC can generally initiate the field survey(s) within one week. CEC can prepare and submit a findings report to USFWS and West Virginia Division of Natural Resources within two weeks following the conclusion of fieldwork.

5.0 Terms and Conditions

We recognize WVDEP-AML's general terms and conditions issued with the solicitation for the AML Potential Hibernacula Surveys – AML Site Northern Region Solicitation Number CRFQ 0313 DEP2600000033, and for reference have attached CEC's Standard Terms and Conditions to this proposal. Upon successful award, we can review and negotiate if changes to these terms and conditions are necessary.

6.0 Closing Remarks

CEC will utilize staff and resources to complete the above-described work in a professional manner. CEC employs multiple qualified bat surveyors eligible to perform work in West Virginia, including Mr. Ryan Slack, who is currently listed on the 2020 *Qualified Bat Surveyors for Federally Listed Myotis Bats* with the USFWS, West Virginia Field Office. Additional qualified bat surveyors in our Bridgeport, West Virginia office, are capable of completing the work and will be eligible to obtain their 2026 West Virginia collector's permit once a work plan is submitted. The field crews will operate under the direct supervision of Mr. Alex Cook, Project Manager, who will closely monitor and coordinate the project schedule, budget, and deliverables. Mr. Cook will also be the WVDEP AML's point of contact for project communication and any concerns the WVDEP-AML may have. He can be reached at (304) 841-3921 or by e-mail to acook@cecinc.com. CEC greatly appreciates the opportunity to be of service to the WVDEP-AML for this project. We look forward to working with you on the successful execution of this project.

Attachment C
Solicitation Forms

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Alex Cook (Senior Project Manager)

(Address) 3574 Teays Valley Road, Hurricane, WV 25526

(Phone Number) / (Fax Number) 304-933-3119 / 304-933-3327

(email address) acook@cecinc.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wvOASIS*, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Civil & Environmental Consultants, Inc.

(Company)

Steven Cain

Digitally signed by Steven Cain
DN: C=US, E=scain@cecinc.com,
CN=Steven Cain
Date: 2026.05.22 13:59:22-04'00'

(Signature of Authorized Representative)

Steve Cain - Vice President West Virginia Operations Lead (5/27/2026)

(Printed Name and Title of Authorized Representative) (Date)

304-933-3119 / 304-933-3327

(Phone Number) (Fax Number)

scain@cecinc.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP2600000036

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Civil & Environmental Consultants, Inc.

Company

Steven Cain

Digitally signed by Steven Cain
DN: C=US, E=scain@cecinc.com,
CN=Steven Cain
Date: 2026.05.22 13:59:58-04'00'

Authorized Signature

May 27, 2026

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

11.1.4. Failure to remedy deficient performance upon request.

11.2. The following remedies shall be available to Agency upon default.

11.2.1. Immediate cancellation of the Contract.

11.2.2. Immediate cancellation of one or more release orders issued under this Contract.

11.2.3. Any other remedies available in law or equity.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Alex Cook

Telephone Number: 304-933-3119

Fax Number: 304-933-3327

Email Address: acook@cecinc.com



WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ABANDONED MINE LANDS

Coal Industry Employee Certification Form

Per OSMRE **Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)** Guidance for Abandoned Mine Land Implementation:

*“In spending AML funds, as authorized by **section 40701(f) of the IIJA**, States and Tribes should, consistent with State or Tribal applicable law, prioritize providing employment opportunities to current and former employees of the coal industry, when such employees are available to work on projects within the region, State, or local area.”*

To comply with OSMRE Guidance, the WVDEP Office of Abandoned Mine Lands requires all contractors awarded a IIJA-funded project to submit data on current employees who are currently, or were previously, employed in the coal mining industry. Coal industry employment may include employment in any capacity directly related to coal mining, processing, transport, or power generation.

NOTE: This form must be signed and dated within 30 days of submission to be considered for a current bid.

General Information:

| | |
|------------------|---|
| Contractor Name: | Civil & Environmental Consultants, Inc. |
| Address: | 120 Genesis Boulevard |
| Phone: | 304-933-3119 |
| Email Address: | scain@cecinc.com |

Steven Cain

Digitally signed by Steven Cain
DN: C=US, E=scain@cecinc.com,
CN=Steven Cain
Date: 2026.05.22 14:00:56-04'00'

Contractor Signature

May 27, 2026
Date

ABANDONED MINE LANDS (AML) CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement (OSMRE) to determine if you are eligible to receive an AML contract. This requirement can be found under OSMRE's regulations at 30 CFR 874.16. **NOTE:** This form must be signed and **dated within 30 days** of submission to be considered for a current bid.

Part A: General InformationBusiness Name: Civil & Environmental Consultants, Inc.Tax ID #: 25-1599565Address: 120 Genesis BoulevardCity, State, & Zip: Bridgeport, WV 26330Phone Number: 304-933-3119Email Address: scain@cecinc.com**Part B: Obtain an Organizational Family Tree (OFT) from the Applicant Violator System (AVS)**

If you plan to certify the existing AVS information or submit updates under Part C, you must include an OFT. Instructions for downloading an OFT from the AVS can be found at: <https://www.osmre.gov/sites/default/files/2022-02/OMB%201029-0119%20instructions.pdf>. If you require assistance you may contact the AVS Office by phone at: 800-643-9748, or by email at: avshelp@osmre.gov.

Part C: Certifying and updating information in the AVS

Select one of the options, follow the instructions for the selected option, sign, and date below.

I, _____, have express authority to certify that:
(Print Name)

1. Our business is listed in the AVS. The information is accurate, complete, and up to date. (If you select this option, you must attach an Entity OFT from the AVS to this form). Do not complete Part D.
2. Our business is in the AVS. The information needs to be updated. (If you select this option, you must attach an Entity OFT from the AVS to this form). Complete Part D to provide the missing or corrected information.
3. Our business is not listed in the AVS. The information needs to be added. Complete Part D to provide the information.

May 27, 2026
Date

Steven Cain
Digitally signed by Steven Cain
DN: C=US, E=scain@cecinc.com,
CN=Steven Cain
Date: 2026.05.22 14:01:44-04'00'
Signature

Vice President
Title



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

State of West Virginia
 Centralized Request for Quote
 Consulting

Proc Folder: 1945307

Doc Description: AML - Potential Hibernacula Surveys - AML Sites Northern Reg

Reason for Modification:

Addendum #2 is issued to publish agency responses to vendor submitted questions.

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|---------------------|-------------------------|---------|
| 2026-05-14 | 2026-05-27 13:30 | CRFQ 0313 DEP2600000033 | 3 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Joseph (Josh) E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X *Alex Cook*

FEIN# 25-1599565

DATE May 27, 2026

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