



West Virginia

MAPPING SERVICES FOR SOUTHERN COUNTIES
RFQ NUMBER DEP14386

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ABANDONED MINE LANDS AND RECLAMATION
CHARLESTON, WEST VIRGINIA

TRIAD ENGINEERING, INC.
ST. ALBANS, WEST VIRGINIA

RECEIVED

2000 OCT 21 P 1:19

PROCUREMENT DIVISION
STATE OF WV



TRIAD
TRIAD ENGINEERING, Inc.

October 2, 2008

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

Subject:*DEP14386: MAPPING SERVICES FOR SOUTHERN COUNTIES*

Dear Evaluation Committee:

The attached bid schedule and support documents are submitted in response to a Request for Quotation for "Mapping Services for Southern Counties." We understand "full-service" surveying, aerial photography and mapping services are to be performed. The services required will result in the development of field survey information suitable for the development of detailed plans and specifications.

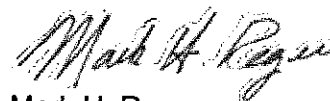
We are extremely proud of our performance under past contracts, as well as other contracts we have held with the WVDEP. As of this date, over 400 WVDEP/AML projects have been undertaken by TRIAD. Final design documents for our most recent WVDEP/AML project, Elk Creek Portals, have been submitted.

TRIAD continues to maintain and invest in staff and equipment necessary to provide comprehensive services for the successful completion of this project. We firmly believe the in-house resources available provide the State with the most favorable terms from a technical and cost standpoint.

We highly value our working relationship with AML personnel, and will continue to strive for excellence in all we do. We look forward to the next phase of the evaluation.

Sincerely,

TRIAD ENGINEERING, INC.



Mark H. Reger
Vice President

TABLE OF CONTENTS

I. INTRODUCTION

II. GENERAL EXPERIENCE & CAPABILITIES

III. QUALIFICATIONS OF PERSONNEL

IV. CORPORATE SPECIALIZED EXPERIENCE

V. MANAGEMENT PLAN, LOCATION OF FACILITIES & WORK APPROACH

RFP RESPONSE FORM, BID SCHEDULE, VENDOR PREFERENCE
CERTIFICATE

PURCHASING AFFIDAVIT

TRIAD
TRIAD ENGINEERING, INC.

I. INTRODUCTION

TRIAD ENGINEERING, INC., (TRIAD) proposes to perform mapping services for the southern counties as listed under DEP AML&R RFQ number 14386. Factors that make Triad a strong candidate for consideration include:

- Past experience & complete familiarity with AML&R projects
- In-house capabilities
- Experienced professional and support personnel
- Totally employee owned and operated West Virginia firm
- Experience in major design projects

TRIAD has completed over 400 projects for the DEP under various contracts. Each project has involved various areas of expertise and problem types. In addition to DEP related projects, TRIAD has successfully completed major design projects for other government agencies, large coal mining concerns, chemical manufacturers, developers, and various other clients. TRIAD's direct responsibilities in these projects have included, but were not limited to:

- Permit Applications
- Surveying and Mapping
- Geotechnical Investigations and Analyses
- Hydrology and Hydraulics
- Design Development and Drawings
- Construction Bid Packages
- Construction Specifications
- Construction Bid Packages
- Construction Observation and Monitoring
- Construction Management

II. GENERAL EXPERIENCE AND CAPABILITIES

General Information

TRIAD is an engineering firm providing professional services in the areas of civil, environmental, mining, geotechnical and chemical engineering; site assessment; planning and landscape architecture; geology and hydrogeology; surveying and mapping; construction inspection, and materials testing; and related earth-science disciplines. Our firm has provided services on many thousands of projects of varying size and complexity since beginning operations in 1975. Clients include mining and industrial companies, governmental agencies, contractors, architects, engineers, developers, owners and commercial organizations.

TRIAD was founded in 1975 in Morgantown, West Virginia by three civil engineers from West Virginia University. A second office was opened in Charleston, West Virginia in 1979 and later relocated to our present St. Albans, West Virginia location. TRIAD expanded into the northern Virginia area beginning in 1989 with offices in Winchester and Harrisonburg, Virginia, and began operations in Pennsylvania in 1990 with a full-service office in Greensburg. Most recently, Triad has opened offices in Hagerstown, Maryland and Purcellville, Virginia.

Facilities and equipment available to support our staff have grown substantially during the past 28 years. Each of our offices contains computer facilities that utilized for hydrogeologic evaluations, risk assessment, stability analyses, survey data reduction, mapping and site design. Our computer based drafting and reproduction facilities are used to develop detailed site plans (monochrome or color), construction details, and other graphic documentation as required for our projects. Our fleet of drilling rigs and support vehicles are based in West Virginia and Virginia offices and are maintained in-house to meet the needs of our engineering and site assessment projects. Well equipped, modern state-of-the-art materials testing laboratories are also maintained at our offices to support our engineering and construction related projects. Our office also utilize both standard 35-mm photography and digital cameras to photo-document our projects.

TRIAD currently includes a staff of more than 250 personnel located in seven offices. Our personnel include chemical, civil, environmental, geotechnical and mining engineers, as well as geologists and hydrogeologists, biologists, chemists, environmental scientists, planners, landscape architects, natural resource specialists, regulatory compliance specialists, permitting engineers, risk assessors and health and safety specialists. Our technical support staff includes designers, draftsmen, surveyors, technicians, drillers, construction inspectors and clerical personnel. Most of our professional and technical staff has been with the company for many years. We pride ourselves on a very low turnover rate, which adds to continuity and enhances the level of productivity and experience afforded by TRIAD.

Surveying and Mapping

TRIAD has completed numerous mapping projects since our inception in 1975. These projects have included performing ground control for aerial mapping, field mapping of specific sites and/or obscured areas, and field mapping of in-stream topography. TRIAD has performed topographic surveying and mapping of in-stream topography. TRIAD has performed topographic surveying and mapping and construction layout for large retail shopping outlets, as well as construction layout for major bridge/roadway projects under construction for the West Virginia Department of Transportation. TRIAD utilizes state-of-the-art tools and equipment including Global Positioning system base station and portable GPS HF radio receivers, as well as total station theodolites with electronic data collectors. Maps and plats are developed in either AutoCADD or Microstation format.

TRIAD maintains quality control by adherence to our Standard Operating Procedures Manual for Surveying. The document is continuously updated to stay abreast of new survey innovations and accuracy standards. All topographic map development is completed to the standards set forth by the National Map Accuracy Standards or other appropriate quality standards. MAHA and OSHA Hazwoper trained survey crews are available for hazardous work environments.

III. QUALIFICATIONS OF PERSONNEL

TRIAD now maintains a staff of over 250. The professional staff includes over 60 individuals with college degrees in the scientific and technical area of civil/geotechnical engineering, mining engineering, environmental engineering, geology, hydrogeology , and soil science/ agronomy. Many of the professional staff have advanced degrees and are registered professional engineers, geologists or surveyors. The technical support and administrative staff includes engineering technicians, draftsmen, surveyors, drillers, construction inspectors and clerical personnel. Most of our professional and technical staff has been with the company for many years. We pride ourselves in a very low turnover rate which adds to continuity and enhances the level of productivity and experience afforded by our company.

Since the company was founded in 1975, our personnel have successfully completed increasingly complex and difficult projects. Services include geotechnical engineering and general civil engineering design projects related to abandoned mine lands, mining and environmental engineering.

The following individuals will be performing the work under DEP RFQ 14386, mapping services for southern counties. Registration and Licensing numbers are listed as applicable.

Surveying

Earnest M. McCarty Jr., (Mack), P.S.
Project Manager

Licensed Professional Surveyor West Virginia (No. 1001)
 Pennsylvania (No. SU057606)
 Tennessee (No. 2140)
 Kentucky (No. 3666)

Steven A. Clark, P.S.
Survey Supervisor

Licensed Professional Surveyor West Virginia (No. 2073)

Christopher J. Haverland
Party Chief

Roger L. Womack
Survey Technician

Keith A. Kent
Survey Technician

Stephen A. Caldwell
Survey Technician

Drafting

Leonard Corns
Draftsmen

Mathew Perdue
Draftsmen

Mr. McCarty is currently the Project Manager of the Surveying Department for the St. Albans office of TRIAD. Having managed and completed a wide variety of projects including cadastral boundary surveys, boundary records research, conventional horizontal and vertical control networks, geodetic control surveys, topographic surveys, hydrographic surveys and photogrammetric control surveys. Mr. McCarty is proficient in the use of modern equipment including total stations, global positioning systems, automatic levels, digital levels and survey grade hydrographic equipment. Mr. McCarty is also well versed in the use of many forms of electronic data collection, data processing, and bringing it into drawing multiple CADD platforms for drawing development. Mr. McCarty is trained and proficient in the use of AutoDesk Land Development Desktop, Bentley MicroStation, Trimble Geomatics Office, Trimble Pathfinder Office, C & G Survey Software, Eagle Point, Microsoft Office Package including Word, Excel, Access, Outlook, PowerPoint and Project and the WordPerfect Office Suite of products. Mr. McCarty is also familiar with older surveying equipment, their history of usage, and how they apply when performing modern retracements.

IV. Corporate Specialized Experience

TRIAD has provided a wide range of services on coal related projects since the firm began operations more than thirty years ago. With this extensive experience in geotechnical, design engineering, surveying and mapping, and contract document preparation, we are expertly qualified to provide these services for the abatement of problems arising from abandoned mine lands. We maintain in-house expertise and capabilities for all phases of the abandoned mine lands program which require services in surveying and mapping, subsurface investigation, drilling, testing and geotechnical engineering, design engineering, construction drawings and specifications, contract document preparation and other related technical and administrative duties associated with the successful completion of a design/construction project.

PROJECT NAME

Surveying and Mapping
Mardi-Gras Addition
Tri-State Greyhound Park

PROJECT DESCRIPTION

The project consisted of an expansion to the existing Tri-State Greyhound Park. TRIAD performed planimetric and topographic surveying to locate all physical and topographic features at the proposed site. As part of the survey, TRIAD was responsible for locating all underground utilities within the proposed expansion area. This involved extensive research into existing mapping and documents to determine utility locations. Ground penetrating radar was used in areas where there was no information available. An existing conditions survey map was generated from all information obtained through surveying and utility research. This map was utilized by the project architect to design the building and site layout.

CLIENT

N Visions Architects
200 Main Street
St. Albans, West Virginia 25177

CLIENT CONTACT

Mr. Lloyd Miller
304.744.3654

PROJECT NAME

Prichard Industrial Park ALTA/ACSM Survey
Prichard, West Virginia

PROJECT DESCRIPTION

TRIAD provided a full **ALTA/ACSM survey** for a 22 acre site located in the Town of Prichard, Wayne County, West Virginia. Services included boundary surveying and monumentation, topographic surveying to generate mapping at 1 foot contour intervals, establishment of permanent bench marks on government datum, utility documentation (type, size, location, pressure, etc.), location of existing or proposed drainage facilities, location and reference to non-paved and paved areas including pavement type and marking, the location of all signage, lighting and signalization for the site and adjacent streets, flood zone determination, courthouse research, preparation of a legal description, and assessment of the Title Commitment for the subject property. Additionally, TRIAD provided an as-built survey for a newly constructed, 34,000 square foot warehouse facility.

CLIENT

Steptoe & Johnson, PLLC
Post Office Box 1588
Charleston, West Virginia 25326-1588

CLIENT CONTACT

Ms. Leanne A. Chandler, Legal Assistant
(304) 353-8000

PROJECT NAME

Three Gables Surgical Center ALTA/ACSM Survey
Proctorville, Ohio

PROJECT DESCRIPTION

TRIAD provided a full **ALTA/ACSM survey** for a new surgical center and medical office facility located near Proctorville, Lawrence County, Ohio. Services included boundary surveying and monumentation, topographic surveying to generate mapping at 1 foot contour intervals, establishment of permanent bench marks on government datum, location of building facilities, utility documentation (type, size, location, pressure, etc.), location of existing drainage facilities, location and reference to non-paved and paved areas including pavement type and marking, the location of all signage, lighting and signalization for the site and adjacent streets, flood zone determination, courthouse research, preparation of a legal description, and assessment of the Title Commitment for the subject property. Additionally, TRIAD provided an as-built survey for a newly constructed, medical office building.

CLIENT

ASC Group, L.C.
Post Office Box 683070
Park City, Utah 84068

CLIENT CONTACT

Mr. Bruce Heywood
(435) 615-2000

PROJECT NAME

Bob Evans Restaurant ALTA/ACSM Survey
Huntington, West Virginia and Cannonsburg, Kentucky

PROJECT DESCRIPTION

TRIAD provided full **ALTA/ACSM surveys** for proposed Bob Evans restaurants to be located in Huntington, West Virginia and Cannonsburg, Kentucky. Services included boundary surveying and monumentation, topographic surveying to generate mapping at 1 foot contour intervals, establishment of permanent bench marks on government datum, utility documentation (type, size, location, pressure, etc.), location of existing or proposed drainage facilities, location and reference to non-paved and paved areas including pavement type and marking, the location of all signage, lighting and signalization for the site and adjacent streets, flood zone determination, courthouse research, preparation of legal descriptions, and assessment of the Title Commitments for the subject properties.

CLIENT

Bob Evans Farms, Inc.
3776 South High Street
Columbus, Ohio 43207-0863

CLIENT CONTACT

Ms. Lori Dye, Senior Real Estate Representative
(614) 491-2225

PROJECT NAME

St. Mary's Medical Center ALTA/ACSM Survey
Huntington, West Virginia

PROJECT DESCRIPTION

TRIAD provided a full **ALTA/ACSM survey** for a proposed hospital expansion encompassing 1 city block in downtown Huntington, West Virginia. Services included boundary surveying and monumentation, topographic surveying to generate mapping at 1 foot contour intervals, establishment of permanent bench marks on government datum, locations of all existing residential and business facilities, utility documentation (type, size, location, pressure, etc.), location of existing or proposed drainage facilities, location and reference to non-paved and paved areas including pavement type and marking, the location of all signage, lighting and signalization for the site and adjacent streets, flood zone determination, courthouse research, preparation of a legal description, and assessment of the Title Commitment for the subject property.

CLIENT

St. Mary's Medical Center
2900 First Avenue
Huntington, West Virginia 25702

CLIENT CONTACT

Mr. Larry Dunn
(304) 526-1234



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
DEP14386

PAGE
1

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

ADDRESS

RFQ COPY

TYPE NAME/ADDRESS HERE

Triad Engineering, Inc.
 4980 Teays Valley Road
 Scott Depot, WV 25560
 304-755-0721

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
10/01/2008				

BID OPENING DATE: **10/21/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-52		
<p>MAPPING SERVICES FOR SOUTHERN COUNTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS & RECLAMATION, IS SOLICITING BIDS FROM INTERESTED VENDORS QUALIFIED TO PROVIDE MAPPING SERVICES IN THE SOUTHERN COUNTIES OF WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, TERMS & CONDITIONS, BID REQUIREMENTS, SCOPE OF WORK, AND THE ATTACHED BID SCHEDULE.</p> <p>THESE MAPPING SERVICES WILL RESULT IN THE DEVELOPMENT OF CONTRACT DOCUMENTS FOR DESIGN & CONSTRUCTION PROJECTS THROUGHOUT THE SOUTHERN COUNTIES OF WEST VIRGINIA</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304/755-0721	DATE 10/21/2008
TITLE V.P.	FIRM 55-0592364	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** ~~Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.~~
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** ~~All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130~~



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
DEP14386

PAGE
2

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

RFQ COPY

PURCHASER

TYPE NAME/ADDRESS HERE

Triad Engineering, Inc.
 4980 Teays Valley Road
 Scott Depot, WV 25560
 304-755-0721

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
10/01/2008				
BID OPENING DATE: 10/21/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 (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 SERVICE 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DEP14386

PAGE
3

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

VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

Triad Engineering, Inc.
 4980 Teays Valley Road
 Scott Depot, WV 25560
 304-755-0721

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
10/01/2008				

BID OPENING DATE: **10/21/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <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. 04/11/2001</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: DEP14386</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: <i>N/A</i></p> <p>NO. 1 <i>N/A</i>...</p> <p>NO. 2 <i>N/A</i>...</p> <p>NO. 3 <i>N/A</i>...</p> <p>NO. 4 <i>N/A</i>...</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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



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
DEP14386

PAGE
4

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Triad Engineering, Inc.
 4980 Teays Valley Road
 Scott Depot, WV 25560
 304-755-0721

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
10/01/2008				
BID OPENING DATE: 10/21/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NO. 5 <i>N/A</i>...</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 REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>[Signature]</i> SIGNATURE</p> <p>Triad Engineering, Inc..... COMPANY</p> <p>..10-21-08..... DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP14386

PAGE
5

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

RFQ COPY

VENDOR

TYPE NAME/ADDRESS HERE
 Triad Engineering, Inc.
 4980 Teays Valley Road
 Scott Depot, WV 25560
 304-755-0721

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
10/01/2008				

BID OPENING DATE: 10/21/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP14386</p> <p>BID OPENING DATE: 10/21/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-755-1880</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Dane Ryan</p> <p>***** THIS IS THE END OF RFQ DEP14386 ***** TOTAL: <u>\$46,030.00</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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

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,
- DHR 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:

- DHR 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:

- DHR 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: TRIAD ENGINEERING, INC Signed: [Signature]

Date: OCTOBER 21, 2008 Title: CIVIL ENGINEERING SERVICES MANAGER

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

SPECIFICATIONS & SCOPE OF SERVICES
RFQ# DEP14386

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 or 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 Auto CAD (Version Release 14 and 2007).
- 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, 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:
 - Average error shall not exceed $0.025 \times$ the scale of the map expressed in feet per inch.
 - Percentage error in scaled areas shall not exceed $0.05 \times$ scale of the map expressed in feet per inch.
 - Of points chosen at random, the percentage whose error in elevation exceeds one-half the specified contour interval shall not exceed 10 percent.
 - 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.

"Southern" Counties

1. Cabell
 2. Putnam
 3. (Kanawha)
 4. (Clay)
 5. (Nicholas)
 6. Greenbrier
 7. (Fayette)
 8. Summers
 9. (Mercer)
 10. (Raleigh)
 11. (Wyoming)
 12. (McDowell)
 13. (Mingo)
 14. (Logan)
 15. (Boone)
 16. (Lincoln)
 17. Wayne
 18. (Roane)
 19. Jackson
 20. (Mason)
-

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 14 & 2007 minimum)

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 (include 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.

RFQ# DEP14386

BID SCHEDULE

Company Name: TRIAD ENGINEERING, INC.

Address: 4980 TEAYS VALLEY ROAD
SCOTT DEPOT, WV 25560

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	60	2-Man Surveying Crew (per hour)	\$ 82.50	\$ 4,950.00
2.0	20	3-Man Surveying Crew (per hour)	\$ 115.00	\$ 2,300.00
3.0	50	Aerial Photograph Production (per sheet)	\$ 425.00	\$ 21,250.00
4.0		Topographic Mapping from Aerial Photography (per acre)		
		(List only one rate for each category)		
	25	0-50 Acres	\$ 69.00	\$ 1,725.00
	75	51-100 Acres	\$ 25.00	\$ 1,875.00
	101	101 and Up Acres	\$ 20.00	\$ 2,020.00
5.0		Professional Rates (Listed Disciplines Only) (per hour)		
	80	Licensed Land Surveyor	\$ 90.00	\$ 7,200.00
	30	CAD Operator	\$ 63.00	\$ 1,890.00
	30	Draftsperson	\$ 45.00	\$ 1,350.00
	8	Secretary	\$ 35.00	\$ 280.00
	8	Word Processor	\$ 35.00	\$ 280.00
6.0		Travel and Per Diem		
	7	Per Diem (Rate/Person/Day)	\$ 130.00	\$ 910.00
TOTAL				\$ 46,030.00

*Quantities listed for bid evaluation purposes only.

10/21/08

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

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 materials, 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.

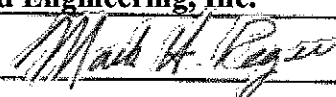
LICENSING:

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Triad Engineering, Inc.Authorized Signature: Date: October 21, 2008