



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 133225

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID:

SO Doc ID: DEP1600000016

Legal Name: S & S ENGINEERS INC

Published Date: 10/5/15

Alias/DBA:

Close Date: 10/29/15

Total Bid: \$818,738.50

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 133225

**Solicitation Description :** Addendum 01: Mapping Services in Southern West Virginia

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-10-29 13:30:00	SR 0313 ESR10291500000001817	1

**VENDOR**

000000203864  
 S & S ENGINEERS INC

**FOR INFORMATION CONTACT THE BUYER**

Beth Collins  
 (304) 558-2157  
 beth.a.collins@wv.gov

Signature X FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Control Surveying	600.00000	HOUR	\$147.500000	\$88,500.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** Quantities are estimated and are for bidding purposes only, these are not guaranteed.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Topographic, Planimetric and Check Surveying	1800.00000	HOUR	\$132.000000	\$237,600.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** Quantities are estimated and are for bidding purposes only, these are not guaranteed.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Terrestrial LIDAR Collection	600.00000	HOUR	\$214.960000	\$128,976.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** Quantities are estimated and are for bidding purposes only, these are not guaranteed.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Topographic Mapping - Aerial Photography (0-25 Acres)	15.00000	ACRE	\$268.750000	\$4,031.25

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** (including LIDAR Collections)List only one rate for each category. Quantities are estimated and are for bidding purposes only, these are not guaranteed.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Topographic Mapping - Aerial Photography (25-50 Acres)	30.00000	ACRE	\$143.750000	\$4,312.50

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** (including LIDAR Collections)List only one rate for each category. Quantities are estimated and are for bidding purposes only, these are not guaranteed.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Topographic Mapping - Aerial Photography (50-100 Acres)	75.00000	ACRE	\$62.500000	\$4,687.50

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** (including LIDAR Collections)List only one rate for each category. Quantities are estimated and are for bidding purposes only, these are not guaranteed.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Topographic Mapping - Aerial Photography (Over 100 Acres)	125.00000	ACRE	\$41.250000	\$5,156.25

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** (including LIDAR Collections)List only one rate for each category. Quantities are estimated and are for bidding purposes only, these are not guaranteed.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Licensed Land Surveyor	600.00000	HOUR	\$138.000000	\$82,800.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** Professional Rates (Listed Disciplines Only) Quantities are estimated and are for bidding purposes only, these are not guaranteed.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Survey Manager	1200.00000	HOUR	\$78.000000	\$93,600.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** Professional Rates (Listed Disciplines Only)  
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Mapping/CAD Technician	2400.00000	HOUR	\$63.000000	\$151,200.00

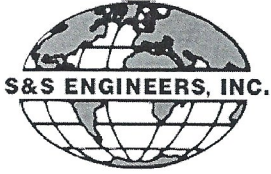
Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** Professional Rates (Listed Disciplines Only)  
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Travel Per Diem (Rate/Person)Day)	125.00000	EA	\$143.000000	\$17,875.00

Comm Code	Manufacturer	Specification	Model #
81151601			

**Extended Description :** Applicable to Survey Crews Only  
Quantities are estimated and are for bidding purposes only, these are not guaranteed.



501 Eagle Mountain Road  
Charleston, WV 25311  
(304) 342-7168  
(304) 342-7169 FAX  
s-s-eng@wvdsi.net

October 29, 2015

Bid Clerk  
Department of Administration  
Purchasing Division  
State of West Virginia  
2019 Washington St, E  
Charleston, WV 25305

Re: Mapping Services in Southern West Virginia  
CRFQ 0313 DEP1600000016

S & S Engineers, Inc. is pleased to submit the following proposal for Mapping Services in Northern West Virginia.

S & S is a Veteran owned West Virginia small business just completing our 35<sup>th</sup> year in business. Our offices are conveniently located at Yeager Airport General Aviation Area.

Contract Manager: Randy Brooks Crace, P.S.  
Telephone Number: 304-342-7168  
Fax Number: 304-342-7169  
Email Address: r.crace@s-s-eng.com

S & S is capable of providing the work as outlined in the Request for Quotation. Topographic Mapping - Aerial Photography items will be contracted with either Keddal Aerial Mapping or L. Robert Kimball, a CDI Infrastructure Company. Both firms have a history of successfully providing mapping services to the State of West Virginia on past projects.

Please call me at (304) 342-7168, if you have any question or need further information.

Very truly yours,

S & S ENGINEERS, INC.

Randy B. Crace, P.S.  
Vice President

- ENGINEERS
- DESIGNERS
- SURVEYORS

- ENVIRONMENTAL
- MUNICIPAL WASTE
- INDUSTRIAL WASTE
- STORMWATER/SCP
- NPDES PERMITS
- CIVIL DESIGN
- LAND PLANNING
- LAND SURVEYS
- DIGITAL MAPS
- HYDROLOGY
- ENVIRONMENTAL SITE ASSESSMENT
- GPS/GIS
- CONSTRUCTION MANAGEMENT



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: S & S Engineers, Inc.

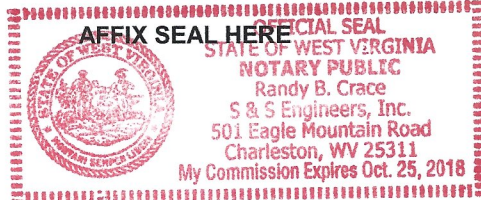
Authorized Signature: [Signature] Date: 10-29-2015

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 29 day of October, 2015.

My Commission expires OCTOBER 25, 2018.



NOTARY PUBLIC [Signature]



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 Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% 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% vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% 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% 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: S & S Engineers, Inc.

Signed: [Signature]

Date: 10-29-2015

Title: Vice President

SOLICITATION NUMBER: CRFQ DEP1600000016

Addendum Number: 01

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To delete line 4 on the commodity lines for 'Mobile Scanner' this line was added in error.
2. To upload the correct General Terms and Conditions.

The bid opening date will remain the same of October 29, 2015 at 1:30 PM, EST

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on contract award and extends for a period of 1 Year year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 3 successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_  
\$1,000,000.00 or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

\$1,000,000.00 Professional Liability

\$1,000,000.00 Auto Liability

\$2,000,000.00 Aggregate



The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_  
for \_\_\_\_\_.  
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
29. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents

to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.



For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; 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.

S&S ENGINEERS, INC.  
(Company)

[Signature], V.P.  
(Authorized Signature) (Representative Name, Title)

304-342-7168 / 304-342-7169 / 10-29-2015  
(Phone Number) (Fax Number) (Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP1600000016**

**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.

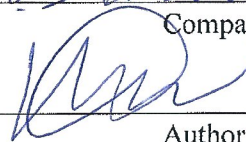
**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input 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.

S&S ENGINEERS INC  
Company

  
Authorized Signature

10-29-2015  
Date

## QUALIFICATIONS OF FIRM

### **SERVICES**

S & S Engineers, Inc. was formed in 1980 to provide consulting engineering and surveying services to government, industry, municipalities, commercial, and individuals.

S & S Engineers provides a wide variety of technical services in the following areas:

#### **Engineering:**

- Water Supply, Treatment, Storage, and Distribution Systems
- Wastewater Collection and Treatment Systems
- Industrial and Hazardous Waste Treatment Systems
- Environmental Site Assessments
- Storm Water NPDES Permit Services
- EPA and WVDEP Compliance Discharge Permits
- WVDEP 401 and USACE 404 Permit Services
- Solid Wastes Management and Landfill Designs
- Subdivision Design and Permit Applications
- Site Development Plans
- Earth Work Quantity Estimates
- Street Paving Design and Drainage Control
- Construction Management
- Technical Expert Testimony

#### **Surveying:**

- Aerial Mapping Control Surveys
- Topographic Mapping
- Rights-of-Way and Land Acquisition Maps
- GPS/GIS Services
- ALTA/ACSM Land Title Surveys
- Property Surveys
- Construction Stakeout
- Computer Mapping



S & S Engineers' office is conveniently located at the Yeager Airport Complex in Charleston, West Virginia. S & S uses the latest CAD software on computers, electronic distance measurement instruments and GPS/GNSS receivers to complete the work in a professional, timely and cost-effective manner.

The highly qualified staff consisting of engineers and land surveyors is supported by technicians, draftspersons, construction inspectors, and office clerical staff.

Cost effective design and survey projects are processed using Autocad, Bentley and Carlson software. Other software packages utilized are Haestad Flow Master, SCS TR55 Urban Hydrology, WaterCAD, StormCAD, Sewer CAD, FlowMaster, Carlson Survey 2010, Word Perfect, Microsoft Office and CAD scanning conversion.

The survey crew is equipped with GeoMax Robotics Total Station set, Nikon Total Station EDM with TDS/SMI Data Collectors, Ashtech RTK GPS/GNSS receivers and Topcon GRS-1 L1/L2 GPS/GNSS receivers linked to WVDOT Virtual Reference Station Network. S & S has provided GPS/RTK/GIS services since 1991 using Trimble, Ashtech and Topcon GPS/GNSS equipment as an alternate to high cost long distance traverse with accurate results.

S & S has provided services on projects funded by the U.S. Environmental Protection Agency, HUD-Small Cities Block Grant, WV Infrastructure Council, WV Water Development Authority, Economic Development Administration, U.S. Corps of Engineers, USDA-Farmers Home Administration, Soil Conservation Service, Office of Surface Mining, U.S. Forest Service, America Recovery & Reinvestment Act, state and local government agencies as well as industry and private businesses.

S & S is a registered vendor with the State of West Virginia and maintains a cost accounting system which is capable of segregating and identifying accumulation costs for each job under cost type projects. All work is performed under the direct supervision of a licensed engineer or surveyor and no subcontracting is anticipated.

### **STATES OF REGISTRATION**

S & S Engineers, Inc. holds a valid Certificate of Authorization to practice as Engineers and Surveyors registered in the following states:

West Virginia  
Kentucky

Ohio  
Virginia



## PROJECT MANAGEMENT

The project team will consist of S & S Engineers, Inc. and Keddal Aerial Mapping or L. Robert Kimball a CDI Infrastructure Company, being made up of the following personnel, including the principal of the firm:

Randy B. Crace, P.S.

Email: [r.crace@s-s-eng.com](mailto:r.crace@s-s-eng.com)

Vice President / Professional Surveyor

D. Matt Shelton

Email: [m.shelton@s-s-eng.com](mailto:m.shelton@s-s-eng.com)

Mapping/CAD Technician

Michael Hubbard

Survey Manager

Bradley Piper

Keddal Aerial Mapping

George Kopchik

L. Robert Kimball

The above team will also be supported by the other staff.

## **CURRICULUM VITAE**

**RANDY BROOKS CRACE, P.S.**

**VICE PRESIDENT**

### **SUMMARY**

Over forty years of surveying and technical experience. Areas of concentration in boundary surveys, mapping, topography, subdivisions, annexations, right of ways, subdivision development, construction stakeout, solid waste disposal permits, aerial mapping controls, GPS-RTK survey control networks, oil and gas well locations, land development projects, wastewater collection systems, surface and underground mining permits, construction stakeout, hydrology, erosion and sediment control plans, stormwater retention systems, site grading plans, parking lot layout, WVDOH driveway permits, AutoCadd / Softdesk / Eagle Point / software programs, Geographic Information Systems, Phase I - ASTM environmental site assessment and expert witness testimony in surveying field.

### **EXPERIENCE WITH FIRM**

**S & S Engineers, Inc.**  
**Vice President**

Management of support staff on engineering and land surveying projects for EPA, HUD, WVDOH, industrial, commercial, and private development. Reporting directly to the president for project budgets, manpower estimates, staff assignments and contract management.

### **EXPERIENCE WITH OTHER FIRMS**

**Assistant Coordinator**

Assisted in the management of survey crews, processing and plotting of data by PC computer, and scheduling of the drafting with the department supervisor for EPA wastewater projects. Special assignments included compiling, processing, mapping and testimony for city boundary annexations.

**Surveyor**

Responsible for the professional services in mortgage loan inspections, oil & gas well locations and permits, construction layout and management on coal facilities, various engineering and land surveying assignments to the private sector.

**Field Crew Supervisor**

Duties included engineering and layout on short span bridges, right of way maps, oil & gas well locations, mining permits, Department of Health permits, commercial site surveys and site planning, subdivision design of lots and utilities, engineering of roadways and bridge approaches, and basic surveying and mapping services to the general public.



### **Survey Crew Chief**

Direct field survey crew on engineering surveys for mining permits, quantity estimates, mountain top removals, alignment of overland belts, boundary locations, royalty line controls.

### **Engineering Technician**

Assisted the engineer on the preparation of surface and deep mine maps, coal property maps for investors, mining permit applications, mineral reserve estimates and geologic columns of core drilling.

### **U.S. Army - SP4**

**Honorable Discharge - 1974**

## **ACADEMIC BACKGROUND**

### **MUCGS, Institute, WV**

Attended graduate classes toward M.S., Major in Environmental Studies

### **West Virginia State College, Institute, WV**

BA, Major Industrial Technology, December 1989

### **Cedar Lakes Conference Center, Ripley, WV**

OSHA 40 Hour Hazardous Materials, July 1990

### **AGC/WSDOT**

Construction Site Erosion and Sediment Control Certification  
Spokane, WA, April 2005

### **Environmental Site Assessment**

Commercial Real Estate Certification  
ASTM E-1527 & E-1528, Phoenix, AZ October 2001  
ASTM E 1527-05 Phase I and USEPA AAI, Las Vegas, NV Oct. 2006

### **West Virginia Department of Environmental Protection**

Approved Person - Mining Permits 1986

### **Putnam County Schools, Hurricane, WV**

Real Estate Law, 90 Hour certificate, 1985

### **ACSM Surveying Instrumentation and Coordinate Computation Certificate, 1978**

### **U.S. Army Ordinance Center, Aberdeen, MD, 1972**

Certificate in Fuel and Electrical Systems Repair

### **Center College, Charleston, WV 1970**

Technical Degree, Drafting

**PROFESSIONAL REGISTRATIONS** Professional Surveyor, West Virginia, 1982  
Professional Surveyor, Ohio, 1990  
Registered Surveyor, Kentucky, 1982

**PROFESSIONAL ASSOCIATIONS** Member, West Virginia Association of Land Surveyors  
Member, American Congress on Surveying & Mapping  
Member, National Society of Professional Surveyors  
Associate, American Institute Architects, WV

## CURRICULUM VITAE

**D. MATT SHELTON, BSCET**

**MAPPING/CAD TECHNICIAN**

### **SUMMARY**

Experience in construction management, record keeping, quantity and payment reviews, inspection, site grading, and surveying. Having worked with general contractors, subcontractors, community representatives and residents, he has developed solid techniques to move the projects in a professional, cost-effective and timely manner.

### **EXPERIENCE WITH FIRM**

#### **S & S Engineers, Inc.**

Over eleven years experience as a Civil Engineering / Survey Technician or Inspector. Experienced in site grading, surveying, quantity surveys, building layout, water & sewer system design and construction inspection on civil engineering projects.

Experience as Engineering Technician includes design of pump stations, water & sewer lines, manholes, drainage calculations, and quantity estimates.

Experience as Survey Technician / Instrument man includes topographic surveys, construction stakeout for water & sewer systems and highways, building layout, cut sheets for sewer systems, GPS surveying for field control work, etc.

### **ACADEMIC BACKGROUND**

#### **WVU Institute of Technology**

A. S. Civil Engineering Technology - (December 2004)

B. S. Civil Engineering Technology - (May 2005)

# CURRICULUM VITAE

**MICHAEL HUBBARD, ASCET**

**SURVEY MANAGER**

## **SUMMARY**

Five years experience in design, grading plans, surveying, construction management, record keeping, quantity and payment reviews, inspection and surveying.

## **EXPERIENCE WITH FIRM**

### **S & S Engineers, Inc.**

Experience as Survey Party Chief includes topographic surveys, construction stakeout for water & sewer systems and highways, building layout, cut sheets for sewer systems, GPS surveying for field control work and robotic instrument surveying.

Construction inspector for Yeager Airport Wetland and Stream mitigation Project funded by Stimulus Package as a green project. Duties include construction inspection, keeping daily log books and as-builts.

Experience as Engineering Technician includes design of pump stations, water & sewer lines, manholes, drainage calculations, and quantity estimates.

## **EXPERIENCE WITH OTHER FIRMS**

Summer Intern for WV Division of Aviation, helping mechanics, cleaning aircrafts, load and unload passengers.

Summer Intern for WV Division of Highways, Parkersburg District.

## **ACADEMIC BACKGROUND**

### **Bridgemont Community & Technical College**

A. S. Civil Engineering Technology

A. S. Drafting & Design

# **SURVEYING, MAPPING AND SITE DEVELOPMENT**

## **LIST OF REPRESENTATIVE PROJECTS**

**1. Southern Land Company**

P. O. Box 311  
Charleston, WV 25321

Surveying, mapping, planning, Phase I Environmental Site Assessments and design of infrastructure for commercial shopping center and industrial park development. Some of the current owner/tenants are Wal Mart, Riverside High School, Tractor Supply, 84 Lumber, McDonalds, Krogers and Little General Stores.

**2. Central WV Regional Airport Authority**

Yeager Airport  
100 Airport Road, Suite 175  
Charleston, WV 25311

Surveying, mapping, environmental permitting, subsidence monitoring and design on Yeager Airport Developments. Projects include equipment buildings, General Aviation facility, water system upgrades, stormsewer improvements, TSA improvements, traffic studies, stream bank restoration and constructed wetlands replacement site.

**3. West Virginia Department of Corrections**

1409 Greenbrier Street, Suite 300  
Charleston, WV 25311

Survey, mapping, planning and design of water storage tanks, sanitary sewer system, stormwater controls, security fences and lighting on locations in West Virginia.

**4. Polymer Alliance Services**

P. O. Box 200  
Washington, WV 26181

Land surveying, topographic mapping, and site development plans for construction of new 400,000 sq. ft. recycling facility on 25 acres.

**5. West Virginia State Police**

725 Jefferson Road  
South Charleston, WV 25309

Surveying and mapping for new building projects statewide. Projects include location of utility services, access drives and flood zone locations.

**6. Harbinger Development**

2010 Quarrier Street  
Charleston, WV 25311

ALTA/ACSM surveys, topographic mapping, civil drawings, grading plans, utility plans, stormwater control/retention, sediment control plans, WV/NPDES Stormwater permits, DOT driveway permits, for various apartment complex developments throughout West Virginia.

**7. Burns Motor Freight**

Burns Motor Freight, Inc.  
P. O. Box 149  
Marlinton, WV 24954-0149

Surveying, mapping, planning and design for site development of 30 acres at Sam Black Church exit of I-64. Project consists of environmental permits, access road design, site grading, parking lot layout and wastewater system.

**8. Wendy's Restaurants**

Neighborhood Restaurants  
601 Main Street, Suite 102  
Hazard, KY 41701

Surveying, mapping, planning and design for site development of restaurant locations in West Virginia, Ohio, Kentucky and Virginia.

**9. Town of Sophia**

P. O. Box 700  
Sophia, WV 25921-0700

Surveying, mapping, planning and design of wastewater system improvements to extend services to the new Independence Road, High School, Middle School and Elementary School built by Raleigh County Schools.

**10. National Park Service**

New River Gorge Visitors Center  
Fayetteville, WV

Land surveying, topographic mapping, cross sections, profiles, control surveys and geotechnical investigations on park development.

**11. Candlewood Suites, Logan, WV**

Hospitality Builders, Inc.  
506 S Wilson Street  
Aberdeen, So. Dakota 57401-1565

Property survey, Phase I-ESA, site planning, grading, drainage & permits for 72 room motel in Logan, WV.

## PROFESSIONAL QUALIFICATIONS

### *Aerial Photography, Surveying, and Mapping Services*

**CDI-Infrastructure, LLC d/b/a L.R. Kimball** - In-house capabilities include surveying, softcopy aerotriangulation, softcopy photogrammetry, planimetric and topographic mapping, digital orthophoto production, and GIS. Our mapping operation is solidly supported by a diverse cross-section of professional and technical personnel including certified photogrammetrists, professional land surveyors, application programmers and other specialists. We have the capacity, expertise and equipment resources to undertake projects of varying sizes and technical complexities. Our comprehensive in-house resources allow us to maintain complete control over our projects. Quality, client communication, delivery schedules and financial performance are monitored and maintained to a very high standard.

Our team of stereo compilers uses KLT Atlas softcopy mapping software to prepare the digital mapping and they are experienced in detailed planimetric feature collection, DTM collection, and LiDAR data manipulation used to create surface contours for engineering use and volumetric calculations. We provide comprehensive digital mapping services to a wide variety of clients for many different purposes at presentation scales ranging from 1" = 20' to 1" = 400' and smaller. We are fully capable of working to industry accepted accuracies and specifications including those required for this statewide agreement. All of our stereoplotters are interfaced for digital data collection of planimetric and topographic features and we continue to upgrade as necessary with advancements in software and hardware. Digital terrain models and digital elevation models (DTM/DEM) are captured with accuracy and speed on all of our stereoplotters. Planimetric detail in accordance with the contract and/or project specifications can be delivered in a variety of formats including MicroStation .dgn, AutoCAD .dwg, and ESRI shapefiles.

We have prepared and delivered thousands of color digital orthophotos for our clients. Our typical digital orthophoto projects provide coverage of highway corridors, counties and at times, multiple counties. Our orthophoto workstations use software that performs a pixel-by-pixel rectification for increased accuracy of the final digital orthophoto image. Tone, color balance and contrast are controlled throughout all steps of the process and our stringent quality control procedures ensure consistent image quality throughout the entire project area.

Our surveying capabilities include ground-based 3D laser scanning, targeting and photo control, construction stakeouts, as-built surveys, ALTA, bathymetric, and boundary surveys. We utilize Trimble R8 and R10 Dual Frequency GPS equipment, Trimble Robotic Total Stations, Trimble GX Scanner, digital levels, digital data collectors, and office support software

L.R. Kimball staff members working within their specific areas of expertise will prepare, monitor, and manage every step in the data collection process. Accuracy is ensured by following redundant, industry accepted, step by step processes for each specific phase. L.R. Kimball has established standard operating procedures for surveying to meet the accuracies required for this type of project. The field surveys will be performed using modern GPS based equipment, electronic total stations, and electronic data collectors that minimize operator errors in collecting and documenting the data.

Given our experience with similar projects, we anticipate the workflow to resemble the following:



- The WV Office of Environmental Protection, Office of AML&R will provide to S&S Engineers a letter regarding project specifics including at a minimum: the project designation and site name, location (city, township, county, etc.), approximate acreage, estimated due date, imagery or contact prints depicting the mapping area and construction baseline(s). S&S Engineering will forward the information to L. R. Kimball.
- S&S Engineering will contact the appropriate individual at the WV Office of Environmental Protection, Office of AML&R and obtain the scanned images for the project area. The images will be sent directly to the project manager at L.R. Kimball and will be used in the mapping process.
- L.R Kimball will review the imagery and mapping and will select ground control locations. We will then provide a digital file to S&S Engineers for their use in field surveys.
- S&S Engineers will conduct geodetic control surveys according to the appropriate specifications. For each control point, the x, y, and z will be collected.
- When field surveys are completed, a photogrammetrist will perform the aerotriangulation process and when satisfactory results are achieved, stereo compilation technicians, led by the project manager and a certified photogrammetrist, will compile the mapping to the indicated limits. In areas where the ground is obscured by shadow or vegetation, we will make an attempt to acquire WV State LiDAR data (if available) and use that data to generate contours. These areas will be outlined and noted. In cases where LiDAR data is not available, additional field surveys may be necessary to properly depict the terrain in obscured areas.
- When the mapping is completed, the digital files, paper plots, and contact prints will be sent to the appropriate S&S Engineers for their submittal to the WV Office of Environmental Protection, Office of AML&R.
- It is understood that some survey activities may be provided by L.R. Kimball and that S&S Engineers will advise if and when Kimball survey services are needed.

### Quality Control

In addition to redundant procedures practiced in the field and during data reduction, the accuracy of the ground control and aerial photography are verified during the digital aerial triangulation process where errors can be detected, located and resolved before digital mapping begins. For the collection of stereo planimetric and topographic data, modern softcopy workstations and software are used by experienced photogrammetric compilers supervised by a Certified Photogrammetrist and automated quality assurance procedures check for precise edge matching, connectivity, segmentation and closure. Throughout the mapping and edit process, the data is inspected for errors that may be overlooked by automated processes. Stereo models are closely checked by project team compilers and technical leaders and the entire process is overseen by an experienced project manager.

All of the sub-contractors on this team have established standard operating and QC procedures in place to ensure data quality and accuracy. L.R. Kimball technical leaders and project managers will review all work produced by subcontractors and reject any data, products, and services that are not in complete accordance with the project requirements and specifications.

### Summary

- Ability to meet or exceed the standards set forth for this statewide agreement

- Complete surveying, aerial triangulation, photogrammetric mapping, and digital orthophoto production capabilities
- Experienced staff in all areas of photogrammetric mapping and surveying
- Advanced hardware and software to perform softcopy aerotriangulation
- Softcopy stereoplotters interfaced for planimetric and topographic collection
- Deliverables can be formatted in AutoCAD, MicroStation DGN, ESRI Shapefiles, DTM, .TIF, and .SID
- Meticulously maintained equipment

### Names of Individuals Performing the Work

Team Member	Location	Responsibilities
George Kopchik, PLS, PMP	Ebensburg, PA	Manager – Geospatial Group
Kenneth Smithmyer, CP	Ebensburg, PA	Sr. Technical Leader
Richard Cree	Ebensburg, PA	Project Manager/ Digital Mapping Technical Leader
Andrew Zadzilko	Ebensburg, PA	Photogrammetrist
William Broad, IV	Ebensburg, PA	Stereo Compiler
Jason Wilkinson	Ebensburg, PA	CADD Technician
Samantha Kozen	Ebensburg, PA	Stereo Compiler
Jason Wilkinson	Ebensburg, PA	Senior Party Chief and Survey CAD Technician
Mickey Syryca	Ebensburg, PA	Senior Crew Chief
Chad Syryca	Ebensburg, PA	Survey Assistant
Stephen Landgrebe, PLS	Ebensburg, PA	Senior Crew Chief
Adam Claar, PLS	Ebensburg, PA	WV Licensed Surveyor

### List of Similar Work

L.R. Kimball’s experiences with the PADEP, PADOT, WVDOT and other state agencies have been both positive and successful. Our internal project teams in all disciplines are dedicated to working closely with our clients to ensure that projects are delivered on schedule, with a high degree of quality, and within the man-hours estimated for a particular scope of work. L.R. Kimball has demonstrated this and we encourage the WVDOT to contact our clients for references. We are confident that our team for this agreement will deliver outstanding services to the WVDOT.

#### **PADEP - 2004-2015 Statewide Open-End Surveying, and Mapping Services**

Since 2004, L.R. Kimball the PADEP with surveying and mapping services for over 60 abandoned mine remediation sites across Pennsylvania. L.R. Kimball surveyors have provided ground control, construction baselines, and cross sections. Our photogrammetric mapping group has mapped thousands of acres typically at 1” = 50’ scale or 1’ = 100’ scale with 1’ or 2’ contours. Recently we have teamed with Hunt Engineering of Malvern, PA to meet state mandates for WBE/MBE/DBE participation. As such, Hunt Engineering performed the field surveys and Kimball prepared the mapping. In all cases, aerial photography flown by the PADOT was used as the imagery source for the mapping.

Recent projects from 2014 and 2015 are as follows:

- Weber Run South - 264 acres, 1" = 100' scale with 2' contours
- South Peale - 203 acres, 1" = 100' scale with 2' contours
- South Newport Center - 78 acres, 1" = 100' scale with 2' contours
- Forest City Borough - 86 acres, 1" = 100' scale with 2' contours
- Arbon and St. Andrews - 130 acres, 1" = 100' scale with 2' contours

#### **WVDOT -WVP 2003 U319-340-0.00 00**

In March of 2013 L.R. Kimball was awarded this project in Jefferson County, WV. Horizontal and vertical ground control points were targeted prior to the flight which was performed by Air Photographics, Inc. L.R. Kimball surveyors performed ground control surveys and prepared a final control report. L.R. Kimball mapping staff completed the digital aerial triangulation and softcopy photogrammetric DEM mapping for the rectification of color digital orthophotos at presentation scales of 1" = 400' and 1" = 100'. The orthophotos were delivered in .TIF and .SID formats ahead of the estimated schedule

#### **WVDOT - 2011 Statewide Open-End Aerial Photography, Surveying, and Mapping Services**

L.R. Kimball was awarded WVP 933 Sutton, WVP 934 Burnsville, and WVP 935 Weston. Horizontal and vertical ground control points were targeted prior to the flight and L.R. Kimball surveyors performed ground control surveys and prepared a final control report. For all three sites L.R. Kimball completed the digital aerial triangulation and softcopy photogrammetric mapping for a scale of 1" = 50' with a 2' contour interval. The mapping was delivered in .dwg and .dgn formats.

#### **WVDOT - Statewide Open-End Aerial Photography and Surveying Services**

L.R. Kimball has held several WVDOT state-wide agreements for controlled aerial photography from 1999 to the present. Services include acquisition of aerial photography, targeting, geodetic ground control, monument establishment, and delivery of final survey control reports. L.R. Kimball successfully delivered over 45 projects to the WVDOT.

#### **Berkeley County, WV - Orthophoto/Topographic Planning, Martinsburg, West Virginia**

In February of 2007, L. Robert Kimball & Associates, Inc. was awarded the 2007 Color Digital Orthophoto project for Berkeley County, West Virginia. L.R. Kimball teamed with Triad Engineering, Inc., who provided ground control surveys for the project. L.R. Kimball also teamed with Optimal Geomatics, Inc., who provided LiDAR data acquisition for the project. L.R. Kimball aerial photo crews acquired the color aerial photography in February and March of 2007. Digital aerotriangulation was completed by L.R. Kimball. L.R. Kimball staff enhanced the LiDAR terrain data to facilitate orthophoto generation. A total of 1560 color digital orthophotos were produced at a scale of 1" = 100' from the aerial photography flown at a scale of 1" = 600'. The film was processed by HAS Images of Dayton, Ohio and scanned by L.R. Kimball. The digital orthophotos were then delivered on hard drive devices until all were accepted. Final deliveries of the orthophotos were on DVD media in uncompressed GEOTIFF format. Compressed orthophotos were also delivered to the County along with a certified project report, control book, and aerotriangulation report.

#### **Putnam County, WV - Digital Orthophotography, Planimetric Update and**

## **Building Footprints**

L.R. Kimball acquired airborne GPS color aerial photography at 1" = 1,200' in order to provide countywide 1" = 200' scale digital orthophotos, planimetric update services, and a building footprint layer for Putnam County, West Virginia. L.R. Kimball surveyors performed ground control by selecting photo identifiable points. Planimetric features (rivers, railroads, lakes, road centerlines, and driveway centerlines) were updated from existing 2010 mapping. Building footprints were collected for residential and commercial buildings, mobile homes, and detached garages. Project deliverables included a survey control booklet, an aerial triangulation report, color scans in TIFF/JPEG format, color digital orthophotos in TIFF/TFW format, and the updated planimetric data delivered in ESRI GeoDatabase format.

## **Aerial Photography and Digital Topo Mapping for Town of Pullman Sanitary Sewer Extension**

L.R. Kimball captured black and white airborne GPS aerial photography at a nominal negative scale of 1"=660'. S&S Engineers supplied the necessary ground control for this project. A total of six ground control points were necessary for the Town of Pullman project. Upon the completion of the photography and ground control survey, L.R. Kimball performed an analytical aerotriangulation (AT). Once the AT was complete, our team of experienced softcopy stereo compilers collected a DTM suitable for 1"=100' scale mapping with the generation of 2 foot contours. Finally the 2 foot contours were generated and edited using our KLT Atlas software. The final DWG file for both the mapping and DTM were digitally delivered to the client in AutoCAD v2008 format.

## **Aerial Photography and Digital Topo Mapping for Upper Witcher Creek Sanitary Sewer Extension**

L.R. Kimball acquired new black and white airborne GPS aerial photography at a scale of 1"=660'. S&S Engineers performed the ground control surveys for this project. There were a total of 4 control points necessary for the Upper Witcher Creek Project. Upon completion of the aerial photography and ground control surveys, an analytical aerotriangulation was performed. Once the AT was completed, a DTM was collected at 1"=100' scale accuracy with a 2' contour interval. Finally 2 foot contours were generated and edited. The final MAP and DTM files were digitally sent to the client in AutoCAD v2008 Format.

## **Aerial Photography and Digital Topo Mapping for Lens Creek Sanitary Sewer Extension**

L.R. Kimball acquired new black and white airborne GPS aerial photography at a scale of 1"=660'. The aerial photography was processed and scanned in house. The ground control surveys for this project were completed by S&S Engineers. There were a total of 18 control points necessary for the Len's Creek Project. Upon completion of the aerial photography and ground control, an analytical aerotriangulation solution was completed. Once through AT, a DTM was collected suitable for 1"=100' mapping with 2' contours. Finally 2' contours were generated and edited and a final digital delivery was delivered to the client in AutoCAD format (Both Mapping and DTM).

## **List of Similar Work Currently Under Contract**

Currently we have several projects under contract but none similar to the WV AML of PADEP type projects. Our current projects range from smaller, fast turn-around stockpile inventories to larger FAA airport AGIS mapping for Fairmont, WV Airport, Pittsburgh International Airport, and Brandywine, PA airport. We also are performing mapping on several other projects that are off and on depending on engineering and construction

progress.

**Name of Project Manager**

**George S. Kopchik, PMP, PLS, PS, SP - Assistant Operations Manager/Senior Project Manager**, will be the direct point of contact for the project and has 29 years of mapping experience in photogrammetric projects including aerial photography, field control surveys, topographic mapping and GIS (Geographic Information Systems). Mr. Kopchik was the Senior Project Manager on the Statewide Aerial Photography contract that L.R. Kimball had with the West Virginia Department of Transportation, Division of Highways. From 1999 to 2004, Mr. Kopchik managed and brought to completion 42 aerial photography and survey projects for the Division of Highways. Mr. Kopchik is licensed as a Professional Land Surveyor (PLS), as a Photogrammetric Surveyor (PS) in South Carolina and as a Surveyor Photogrammetrist (SP) in Virginia.

**Number of Years Company has Performed This Type of Work**

62 years in surveying and mapping