











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.



Jump to:  Go

 Home  Personalize  Accessibility  App Help  About 


Welcome, Lu Anne Cottrill

Procurement


Budgeting

Accounts Receivable

Accounts Payable

Solicitation Response(SR) Dept: 0313 ID: ESR06171600000006142 Ver.: 1 Function: New Phase: Final  Modified by batch , 06/21/2016

Header

 List View

General Information

Contact


Default Values

Discount

Document Information

Procurement Folder: 189210


Procurement Type: Central Master Agreement

Vendor ID: 

Legal Name: ALLEGHENY SURVEYS INC

Alias/DBA:

Total Bid: \$393,170.30

Response Date: 

Response Time:

SO Doc Code: CRFQ

SO Dept: 0313


SO Doc ID: DEP1600000053

Published Date: 6/14/16

Close Date: 6/21/16

Close Time: 13:30

Status: Closed

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 : 189210

Solicitation Description : Addendum No. 01-Mapping Services in Southern WV

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2016-06-21 13:30:00	SR 0313 ESR06171600000006142	1

VENDOR

000000208319

ALLEGHENY SURVEYS 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	\$122.000000	\$73,200.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :	(Spec Item 3.1.1.2 & 4.2)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Topographic, Planimetric and Check Surveying	1800.00000	HOUR	\$168.000000	\$302,400.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :	(Spec Item 3.1.1.3 & 4.2)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Topographic Mapping - (0-25 Acres)	15.00000	ACRE	\$268.330000	\$4,024.95

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :	(Spec Item 3.2 & 4.2)
------------------------	-----------------------

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Topographic Mapping - (25-50 Acres)	30.00000	ACRE	\$140.670000	\$4,220.10

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :	(Spec Item 3.2 & 4.2)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Topographic Mapping - (50-100 Acres)	75.00000	ACRE	\$59.670000	\$4,475.25

Comm Code	Manufacturer	Specification	Model #
81151601			
Extended Description :	(Spec Item 3.2 & 4.2)		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Topographic Mapping - (Over 100 Acres)	125.00000	ACRE	\$38.800000	\$4,850.00

Comm Code	Manufacturer	Specification	Model #
81151601			
Extended Description :	(Spec Item 3.2 & 4.2)		

SEALED BID

Buyer: Jessica Chambers
RFQ No.: CRFQ 0313 DEP1600000053
Version 3 – Addendum No. 1

Bid Opening Date: June 21, 2016
Bid Opening Time: 1:30 PM

West Virginia Department of Environmental Protection
Office of AML&R
601 57th Street SE
Charleston, WV 25304

C/O Department of Administration,
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305



BIRCH RIVER OFFICE
237 Birch River Road
Birch River, WV 26610
phone: 304-649-8606
fax: 304-649-8608

BRIDGEPORT OFFICE
172 Thompson Drive
Bridgeport, WV 26330
phone: 304-848-5035
fax: 304-848-5037

ALUM CREEK OFFICE
P.O. Box 108 • 1413 Childress Rd
Alum Creek, WV 25003
phone: 304-756-2949
fax: 304-756-2948

MARTINSBURG OFFICE
25 Lights Addition Drive
Martinsburg, WV 25404
phone: 304-901-2162
fax: 304-901-2182



June 17, 2016

West Virginia Department of Environmental Protection
Office of AML&R
601 57th Street SE
Charleston, WV 25304

c/o Jessica Chambers
Department of Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Re: Solicitation No. CRFQ 0313 DEP1600000053 Version 3, Addendum No. 01
Mapping Services in Southern WV

Dear Ms. Chambers:

Allegheny Surveys, Inc. appreciates the opportunity to provide this response to the above referenced CRFQ for Mapping Services in Southern WV. Allegheny Surveys, Inc., established in 1988, is a full service surveying firm with four (4) offices throughout West Virginia, located in Alum Creek, Birch River, Bridgeport and Martinsburg. Our firm currently has fifty-one (51) employees, in the four offices, and the capacity to field twelve (12) survey field crews. It employs twelve (12) full-time and two (2) part-time Professional Surveyors and one Professional Engineer, all licensed in West Virginia. Our firm is highly qualified and experienced in performing the services you require, and meets all requirements listed in the Specifications for the "Request for Quotation – Mapping Services in Southern WV" and Addendum No. 1.

Following are responses to the information requested in the Specifications:

3.3 Mapping Consultant Qualifications Requirements

3.3.1 Allegheny Surveys, Inc. follows the United States National CAD Standard (NCS) in the performance of mapping generated from the field surveys it performs and has adopted the NCS layering and point symbols for use in drawings for all projects. Available datasets and information will be utilized when possible for the development of mapping. All survey work associated with this RFQ shall be performed under the direct supervision of a Professional Surveyor licensed in the State of West Virginia, who will also certify the deliverables as appropriate.

Allegheny Surveys meets the requirements and is qualified to perform the work designated by this RFQ. Allegheny Surveys currently has the following professional capabilities and staff available to meet the requirements.

BIRCH RIVER OFFICE

237 Birch River Road
Birch River, WV 26610
phone: 304-649-8606
fax: 304-649-8608

BRIDGEPORT OFFICE

172 Thompson Drive
Bridgeport, WV 26330
phone: 304-848-5035
fax: 304-848-5037

ALUM CREEK OFFICE

P.O. Box 108 • 1413 Childress Rd
Alum Creek, WV 25003
phone: 304-756-2949
fax: 304-756-2948

MARTINSBURG OFFICE

25 Lights Addition Drive
Martinsburg, WV 25404
phone: 304-901-2162
fax: 304-901-2182

❖ Professional Surveyors

Birch River Office

- Stacey O. Brown - WV PS #2180
- Marshall W. Robinson – WV PS #835
- Ben R. Singleton – WV PS #2092
- Damon L. Wilkewitz – WV PS #2123
- Dwayne A. Hall – WV PS #2089SU

Alum Creek Office

- David W. King - WV PS #2004

Bridgeport Office

- Bradley D. Miller – WV PS #2167
- Dwayne D. Matheny – WV PS #2070
- Kenneth J. Plum – WV PS #2216
- William G. Yetzer – WV PS #2213

Martinsburg Office

- Karen K. Brill – WV PS #908
- Matthew R. Jones – WV PS #2128

❖ Field Staff and Survey Crew

Birch River Office

- Scottie Elliot - Party Chief
- Jason Lyons - Party Chief
- Gary Johnson - Party Chief
- Matthew Selman - Party Chief
- Nathan Harris - Party Chief
- Johnathan McKinney - Rodman
- Bob Cunningham - Rodman
- Ryan Sink - Rodman
- Jesse Morris - Rodman

Alum Creek Office

- David Fisher - Party Chief
- Matthew Lenox - Rodman
- Thomas Johnson - Rodman

Bridgeport Office

- Jeremy Dean - Party Chief
- Kathy McCune - Rodman
- Benjamin Riddle - Rodman

Martinsburg Office

- Matthew Jones - Party Chief
- Casey Stollings - Rodman

❖ **CAD Technicians (AutoCAD Version 2016)**

Birch River Office

- Scott Brown
- Tim Rutledge

Alum Creek Office

- Tony Jeffery

Bridgeport Office

- Christopher Renneman
- Derek Rader
- Zackary Lyons

Martinsburg Office

- Matthew Jones

❖ **Capacity to process and complete multiple projects within the designated time frames**

With the ability to field twelve (12) survey crews and seven (7) CAD Technicians available to perform the mapping, Allegheny Surveys, Inc. has the capacity to process and complete multiple projects within the timeframes required by the WV DEP.

Mapping Consultant must submit the following at the time of bid:

- Names of individuals performing work including registration/licensing numbers.
 - ◆ Stacey O. Brown, Professional Surveyor – WV PS #2180
 - ◆ Damon L. Wilkewitz, Professional Surveyor – WV PS #2123
 - ◆ David W. King, Professional Surveyor – WV PS #2004
 - ◆ William G. Yetzer, Professional Surveyor – WV PS #2213
 - ◆ Karen K. Brill, Professional Surveyor – WV PS #908
- List of similar work completed by your firm (include five (5) recent examples).
 - ◆ US Army Corps of Engineers - Huntington District, Mohawk Dam, Coshocton County, OH - Performed site survey and mapping of large earthen dam, concrete inlet and outlet structures, 18-acre spillway, campground area and residential structures
 - ◆ Eastern Arrow Corp., Inc., Garden Ground Highwalls Phase I, Fayette County, WV - Established horizontal and vertical control, performed topographic survey and construction stakeout, prepared cross-sections, site plans and volume calculations for a large AML project at the Summit Bechtel Reserve Boy Scout Camp, 147.1 acres total
 - ◆ Green Mountain Company, Zebb's Creek Highwall #2, Barbour, WV - Performed topographic survey and construction stakeout for AML project, prepared as-built information for submittal, 8.6 acres
 - ◆ Cowgirl Up, Inc., Saul's Run Carpenter Landslide, Lewis County, WV - Performed original ground topographic survey, construction stakeout, prepared cross-sections, site plans and volume calculations for as-built, 8.6 acres

- ◆ Eastern Arrow Corp., Inc., Barker Portals & Strip, Barbour County, WV - Established horizontal and vertical control, performed topographic survey and construction stakeout, prepared as-built mapping and reports, 17.6 acres
- ◆ Cowgirl Up, Inc., Blackwater Doser Phase II, Tucker County, WV - Performed surveying & mapping for AML project located between Davis & Blackwater Falls State Park
- List of similar work currently under contract.
 - ◆ US Army Corps of Engineers - Huntington District, Sutton Dam – Perform Horizontal/Vertical Control Survey and Terrestrial LiDAR Scanning/Mapping
 - ◆ JM Smith Engineering - Perform topographic survey and as-built of a 10 acre site at the Martinsburg Veterans Administration Hospital
 - ◆ WV Bunrootis LLC - Perform topographic survey of Indian Creek near Pullman, WV for the purposes of a Stream Mitigation project
 - ◆ L & W Enterprises - Perform topographic survey of slide area and storm sewer as-built survey at Department of Labor campus in Charleston, WV
- Name of Project Manager anticipated for this work.
 - ◆ Stacey O. Brown – WV PS #2180
- Number of years your company has performed this type of work.
 - ◆ Allegheny Surveys, Inc. has performed topographic field surveys and the mapping thereof, for numerous projects of various sizes over the last twenty-five (25) years.
- Development of Topographic Mapping from Field Survey as well as from Aerial Photographs or currently utilized and developing technologies.
 - ◆ Projects performed by Allegheny Surveys have included surveys for AML sites, airports, stream mitigation and enhancement, surface mines, land development and improvement projects, natural gas sites and government installations. Our firm has experience in aerial photography and mapping having worked closely with several aerial mapping companies on various projects in the past. In addition, Allegheny Surveys has performed numerous Terrestrial LiDAR Scanning projects over the last several years and has received national recognition for the work managed by Damon L. Wilkewitz, PS. Allegheny Surveys, Inc. will sub-contract the Aerial Photography, Aerial LiDAR and Aerial Mapping portions of this contract to Keddal Aerial Mapping of Pittsburgh, PA. Should the use of Unmanned Aerial Systems (UAS) become operable by Allegheny Surveys during the period of this contract, this developing technology may also be implemented in the performance of these services where applicable.

❖ Contract Manager

Contract Manager: Stacey O. Brown, PS
 Telephone Number: 304.649.8606
 Fax Number: 304.649.8608
 Email Address: sbrown@alleghenysurveys.com

Enclosed is a copy of our qualifications packet detailing some of the projects that we have performed in the past and our Senior Personnel. Also included is a list of surveying equipment and software currently in use in the performance of our services. We appreciate the opportunity to provide you with this response to the CRFQ. Should you have any questions or comments, please do not hesitate to contact me at (304) 649-8606.

Cordially,



Stacey O. Brown, PS
Mapping Manager
Birch River Office



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

State of West Virginia
Request for Quotation
27 — Miscellaneous

Proc Folder: 189210

Doc Description: Addendum No. 01-Mapping Services in Southern WV

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-14	2016-06-21 13:30:00	CRFQ 0313 DEP1600000053	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Allegheny Surveys, Inc.

237 Birch River Road

Birch River, WV 26610

Phone: 304.649.8606

FOR INFORMATION CONTACT THE BUYER

Beth Collins

(304) 558-2157

beth.a.collins@wv.gov

Signature X

FEIN # 55-0732600

DATE June 17, 2016

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Control Surveying	600.00000	HOUR	\$122.00	\$73,200.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :

(Spec Item 3.1.1.2 & 4.2)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Topographic, Planimetric and Check Surveying	1800.00000	HOUR	\$168.00	\$302,400.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :

(Spec Item 3.1.1.3 & 4.2)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Topographic Mapping - (0-25 Acres)	15.00000	ACRE	\$268.33	\$4,024.95

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :
(Spec Item 3.2 & 4.2)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Topographic Mapping - (25-50 Acres)	30.00000	ACRE	\$140.67	\$4,220.10

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :
(Spec Item 3.2 & 4.2)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Topographic Mapping - (50-100 Acres)	75.00000	ACRE	\$59.67	\$4,475.25

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :
(Spec Item 3.2 & 4.2)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Topographic Mapping - (Over 100 Acres)	125.00000	ACRE	\$38.80	\$4,850.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :
(Spec Item 3.2 & 4.2)

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Question Deadline at 5:00 PM, EST	2016-06-03

DEP1600000053	Document Phase Final	Document Description Addendum No. 01-Mapping Services in Southern WV	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ 0313 DEP1600000053

Addendum Number:

No.01

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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to answer technical questions received.

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.

CRFQ 0313 DEP1600000053 Version 1 Mapping Services in Southern WV

Addendum 1

1. Question: In Section 3.2.1.3 LiDAR of the RFQ LiDAR is mentioned, but there is no line item or bidding. Is LiDAR a requirement?

Answer: No. Method of data acquisition is at the discretion of the mapping services contractor.

2. Question: In Section 3.2.1.1 Topographic Mapping mentions imagery but there is no line item as in past mapping contracts? Is imagery required as a deliverable?

Answer: No.

3. Question: In Section 3.3 Mapping Consultant Qualifications Requirements, a Professional Surveyor is mentioned. There is no line item for bidding. Is this a required item?

Answer: The Professional Surveyor is required to stamp drawings per the RFQ. This cost should be included in the product.

4. Question: In Section 3.3 Mapping Consultant Qualifications Requirements Professional Drafting is mentioned. There is no line item for bidding. Is this a required item?

Answer: This is at the discretion of the Professional Surveyor who is in responsible charge of the product.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0313 DEP1600000053

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.

Allegheny Surveys, Inc.

Company


Authorized Signature

June 17, 2016

Date

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

Revised 6/8/2012

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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "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.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "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.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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 one (1) 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 three (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. 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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.

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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.

8. 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.

9. 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.

10. 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.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. 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.

13. 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.

14. 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.

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. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. 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.

18. 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 § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. 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.

21. 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 laws, regulations, and ordinances.

22. 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.

23. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

33. 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.

34. 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.

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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

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.

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

Stacey O. Brown, PS, Mapping Manager/Owner
(Name, Title)
Stacey O. Brown, PS - Mapping Manager/Owner
(Printed Name and Title)
237 Birch River Road, Birch River, WV 26610
(Address)
304.649.8606
(Phone Number) / (Fax Number)
sbrown@alleghenysurveys.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

Allegheny Surveys, Inc.
(Company)

Stacey O. Brown, PS, Mapping Manager/Owner
(Authorized Signature) (Representative Name, Title)

Stacey O. Brown, PS - Mapping Manager/Owner
(Printed Name and Title of Authorized Representative)

June 17, 2016
(Date)

304.649.8606 304.649.8608
(Phone Number) (Fax Number)

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 exceeds 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: Allegheny Surveys, Inc.Authorized Signature: *Stacy Brown* Date: 6/17/16State of West VirginiaCounty of Nicholas, to-wit:Taken, subscribed, and sworn to before me this 17th day of June, 2016.My Commission expires 12-27-19, 2019.**AFFIX SEAL HERE****NOTARY PUBLIC***Mary Ann Kiser**Purchasing Affidavit (Revised 07/01/2012)*

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: Allegheny Surveys, Inc.

Signed: 

Date: June 17, 2016

Title: Mapping Manager/Owner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	CONTACT NAME: Vanetee Bayne		
	PHONE (A/C, No., Ext): 216-839-2800	FAX (A/C, No): 216-839-2815	
	E-MAIL ADDRESS: VBayne@oswaldcompanies.com		
INSURED Allegheny Surveys, Inc 237 Birch River Rd Birch River WV 26610-0438	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westfield National		24120
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 2058853631**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> AI Primary & <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	TRA1872479	8/5/2015	8/5/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> AI Primary <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	TRA1872479	8/5/2015	8/5/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	TRA1872479	8/5/2015	8/5/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 Excludes Professional \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/>		N / A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		Y	Y				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Specimen For Purposes of Evidencing Coverage Only WV 26610-0438	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Vanetee Bayne</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114		CONTACT NAME: Vanetee Bayne PHONE (A/C, No., Ext): 216-839-2800 E-MAIL ADDRESS: VBayne@oswaldcompanies.com FAX (A/C, No): 216-839-2815	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Beazley USA Services, Inc.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 100134784**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability Claims Made Retro Date:08/05/03	N	Y	V15V1T150801	8/5/2015	8/5/2016	Each Claim Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**Specimen
For Purposes of Evidencing
Coverage Only WV 26610-0438

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vanetee Bayne

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AmWINS Program Underwriters, Inc. 214 Senate Avenue Suite 201 Camp Hill, PA 17011	CONTACT NAME: Jodie Schock	
	PHONE (A/C, No, Ext): 717.214.7583	FAX (A/C, No): 717.214.2801
	E-MAIL ADDRESS: jodie.schock@amwins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Allegheny Surveys Inc 237 Birch River Road Birch River, WV 26610	INSURER A: Brickstreet Mutual Insurance Company	15762
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE	<input type="checkbox"/>					MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	POLICY	<input type="checkbox"/>						\$
	PROJECT	<input type="checkbox"/>						\$
	AUTOMOBILE LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per Person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB		<input type="checkbox"/>				EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED	<input type="checkbox"/>						\$
	RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCB1021532	8/5/2015	8/5/2016	X WC STATUTORY LIMITS	X OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATION below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Waiver of Subrogation applies in the state of WV.

Broad Form Employers' Liability applies in the state of WV.

Federal Black Lung coverage applies in the state of WV.

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Workers' Compensation coverage for Virginia, Kentucky, West Virginia, Tennessee and Pennsylvania.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jodie L. Schock

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State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Nicholas, TO-WIT:


I, Stacey O. Brown, after being first duly sworn, depose and state as follows:

1. I am an employee of Allegheny Surveys, Inc.; and,
(Company Name)
2. I do hereby attest that Allegheny Surveys, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Allegheny Surveys, Inc.
(Company Name)


By: 
Title: Mapping Manager/Owner
Date: June 17, 2016

Taken, subscribed and sworn to before me this 17th day of June, 2016.

By Commission expires 12-27-19

(Seal)




(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.





TABLE OF CONTENTS

Company Overview	Section 1
Natural Resource Surveys	Section 2
Construction Surveys.....	Section 3
3D Laser Scanning	Section 4
Real Estate Surveys.	Section 5
GIS Services	Section 6
GPS Surveys	Section 7
Engineering Services	Section 8
Case Studies	Section 9
Our Team	Section 10
Equipment and Software	Section 11



COMPANY OVERVIEW

Originally founded in 1988 in Birch River, West Virginia as Allegheny Land Surveying, Allegheny Surveys, Inc. (incorporated in 1994) is a land-surveying firm that for many years provided the coal and timber industries with their surveying and mapping needs.

The firm specializes in large boundary surveys, often of several thousand acres, underground and surface mine surveys, construction surveys and topographic surveying. It has undertaken many large projects, including a 27,000 acre boundary survey, and a 45,000 acre boundary with numerous long-term clients who have remained faithful to it for years. In 1995, the firm undertook to learn to utilize GPS technology in its services, and has become a leader in that field since that time. It has performed extensive GPS control surveys all over West Virginia and also in Kentucky, Indiana, Illinois and Maryland.

The owner of the firm is Marshall Robinson, who has been a licensed professional surveyor in West Virginia since 1988, in Virginia, Kentucky and Ohio since 2005 and in Pennsylvania since 2009. Originally appointed by Governor Underwood to serve on the State Board of Examiners of Land Surveyors in 2000, he was re-appointed by Governor Wise in 2003 to serve a second three-year term. He is a former member of the Board of Directors of the West Virginia Association of Land

Surveyors and served as its president in 1993. He has extensive experience in mining and construction surveys, GPS control surveys, well location surveys and, especially, boundary surveys. He has given numerous seminars on boundary conflict and resolution, right-of-way and easement issues and GPS applications to land surveying.

Allegheny Surveys currently has 60+ employees, in four offices, and the

capacity to field fifteen

crews. It employs fifteen licensed Professional Surveyors holding licenses in seven states, a public accountant and a GIS Analyst.

In 2003, the company expanded by establishing an office in Weston, in northern

West Virginia. In June of 2008,

this office was moved farther north, to

Bridgeport, to better accommodate its client base. In June of 2011, this office moved into a new 2500 sq. ft. office on Thompson Drive.

In May of 2008, Allegheny Surveys purchased the assets and hired all eleven employees of Lincoln Land Consultants, a surveying firm located near Alum Creek, just a few minutes southwest of the State Capitol in Charleston. This became the Alum Creek Office of Allegheny Surveys. It was awarded, in the summer of 2011, a 5-year small business contract with the Corps of Engineers.





COMPANY OVERVIEW CONTINUED

On December 23 of 2011, Marshall W. Robinson, President and sole shareholder of Allegheny Surveys, Inc. formed Trans-Allegheny Holdings, LLC, and became its single member and transferred all of the stock of Allegheny Surveys, Inc. to it on December 31, 2011. On the same day, Trans-Allegheny Holdings, LLC purchased a majority of the stock in Hornor Brothers Engineering of Clarksburg. Trey and John Hornor, great-grandsons of one of the two brothers that founded the firm in 1902, retain substantial interest in the company, and retain their respective positions of President and Survey Manager.

On January 1, 2012, Trans-Allegheny Holdings, LLC conveyed shares of stock of Allegheny Surveys, Inc. to six senior Professional Surveyors: Ben Singleton, PS, Dwayne Hall, PS, Stacey Brown, PS, Dwayne Matheny, PS, Damon Wilkewitz, PS and David King, PS. Beginning January 1, 2015, William Yetzer, PS was added to the list of shareholders.

From a corporate perspective, this is a lot of “high end” activity. From a personal perspective, the acquisition of Hornor Brothers brings a group of talented stable and highly regarded professionals under the same roof

as Allegheny Surveys. Trey, John and Marshall operate professionally from and are driven by the same values that have motivated Marshall and the Senior Professionals of Allegheny Surveys and brought that firm to its current position of prominence. We believe that the merging of professional talents and personalities will greatly enhance both firms and their service to our clients.

In May 2014, Allegheny Surveys opened a new office at 401 South Fairfax Blvd., Ranson, WV. With the addition of Karen K. Brill, PS, Lisa McCauley, PE, and R. Michael Shepp, PS we add over 35 years of engineering design, surveying and land development experience to our company.

In January 2016 we re-located our Ranson office to 25 Lights Addition Drive in Martinsburg, WV.



NATURAL RESOURCE SURVEYS



NATURAL RESOURCE SURVEYS

Allegheny Surveys has maintained a strong presence in the natural resource arena since its founding. It has provided all surveying services relevant to oil, gas and coal production throughout the region. Most of its senior party chiefs and managers have high levels of experience in providing the industries with their production needs.

Our services include:

- Pipeline Surveys and Mapping
- Horizontal Well Location Surveys & Mapping
- Shallow Well Location Surveys and Mapping
- CBM Well Surveys and Permits
- Underground Surveying and Mapping





CONSTRUCTION SURVEYS



Allegheny Surveys has on its staff several senior party chiefs and managers highly trained and proficient in the performance of the various types of surveys required for site development and site construction. It meets the needs of its various clients on numerous projects that span the region.

- Bridge and Road Construction
- Machine Control
- Topographic & Mapping
- Construction Stakeout
 - Robotic, GNSS and Conventional
- Abandon Mine Lands (AML)
- Cell Towers
- As-Built





3D LASER SCANNING



3D LASER SCANNING

Since March of 2011 Allegheny Surveys has been providing 3D laser scanning (HDS) services to its clients. Using a Leica C10 ScanStation with Cyclone Software, a highly accurate scan can be made of a large project site in a fraction of the time that it would take field crews to survey it conventionally. Scans can be done in a single day, and a completely detailed topographic map of “As-Built quality” can be produced quickly and efficiently by exporting the information into AutoCAD.

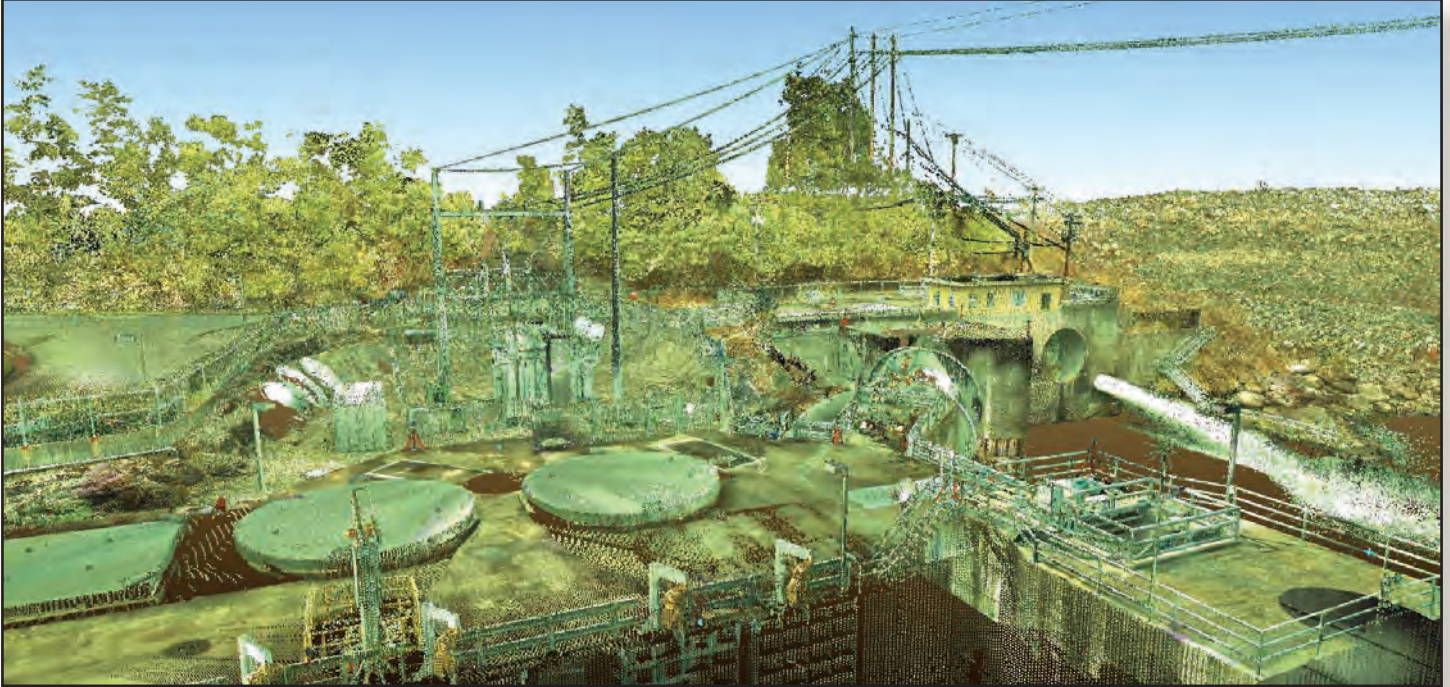
Since first utilizing 3D Scan technology, Allegheny Surveys has produced high quality maps for its clients of pond certifications, gas well pads, compressor stations, coal stockpiles, roads, highwalls, construction sites, and underground mines.

The safety, speed and accuracy components of this technology make it much more attractive to many of our clients, who have had us utilize it more than we ever anticipated.

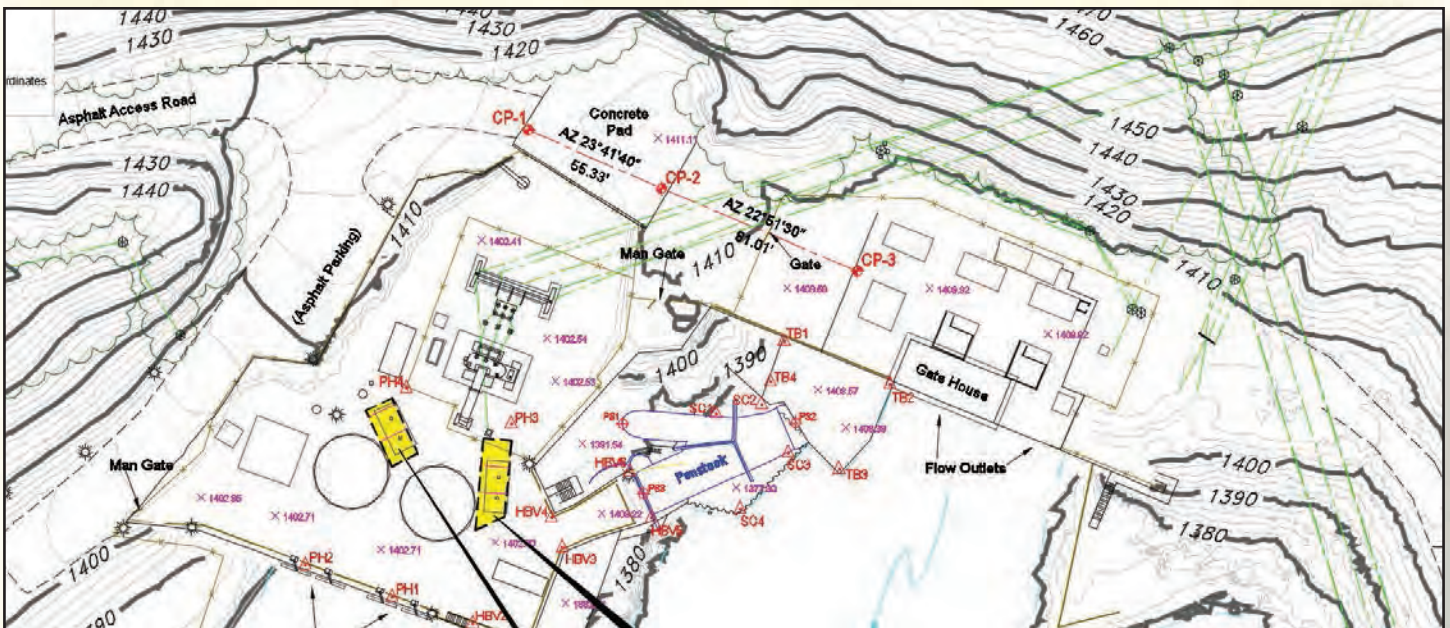




SITE SURVEY USING 3D LASER SCANNING TECHNOLOGY



Example of Point Cloud generated from 3D Laser Scanner.
(Typically one day of field work for 15 acres or less.)



Example of 2D CAD Mapping generated from Point Cloud data.



REAL ESTATE SURVEYS



REAL ESTATE SURVEYS

Allegheny Surveys works closely with timber management firms, lumber companies, realtors, corporate land owners, law firms and private landowners to meet their property location needs.

Our services include:

- Boundary Surveys
- Subdivision Surveys
- City Lot Surveys
- ALTA-ACSM Surveys
- Photogrammetric Surveys



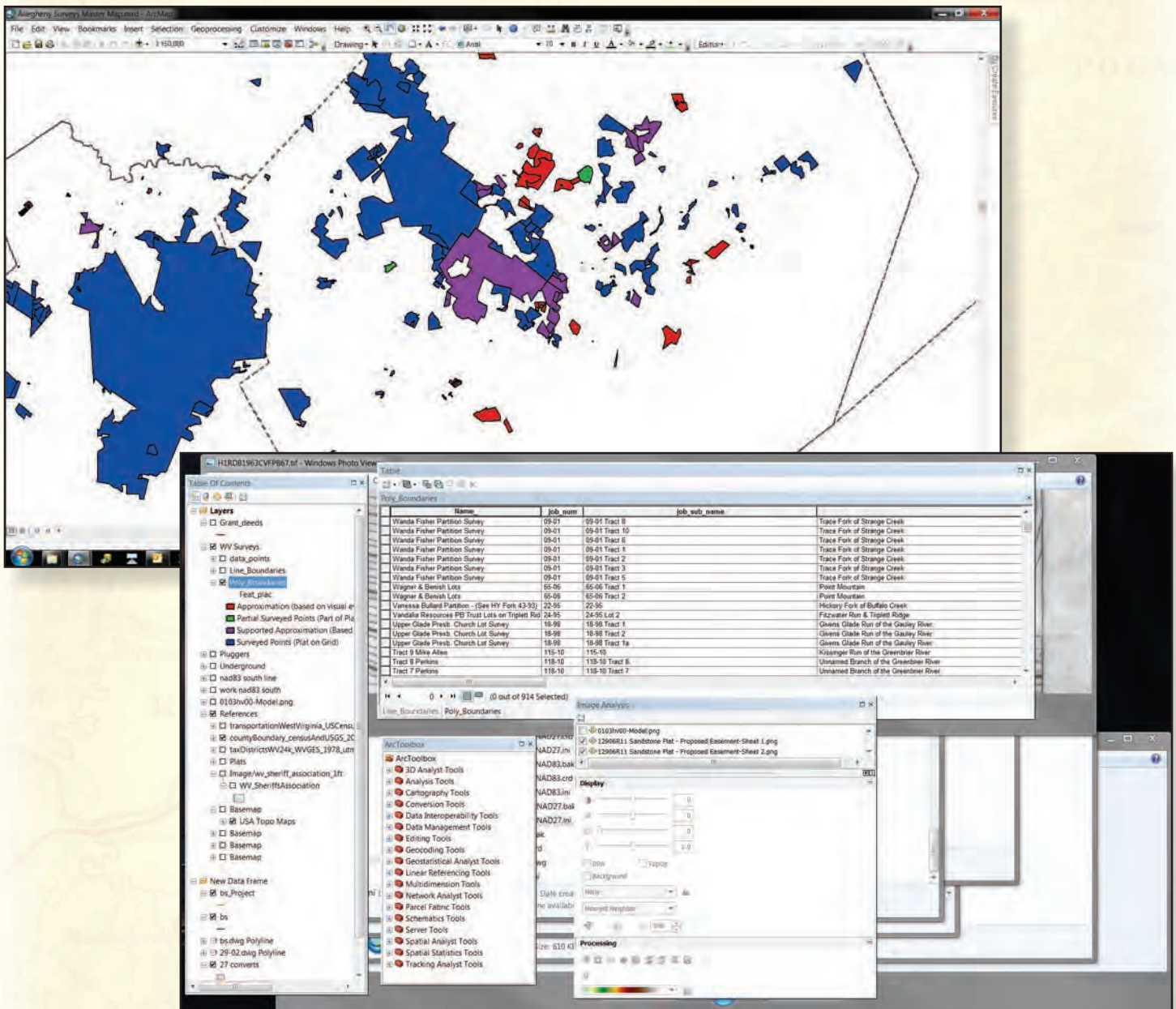




GIS SERVICES

From data management to full scale GIS analysis we can offer multiple GIS (Geographic Information Systems) services. We utilize the power of ArcGIS, AutoCAD, and other applicable software to build and manage scalable spatial information systems. Using up-to-date

reference material such as high resolution aerial imagery, in conjunction with unequalled survey grade data, we are able to provide custom GIS solutions to our clients. These services are offered as a standalone service or they can be incorporated into our forestry and surveying services.





GPS SURVEYS



GPS SURVEYS

Allegheny Surveys has utilized Global Positioning System (GPS) technology since 1997 in the performance of numerous Static-GPS Surveys for control points, aerial photo targets, gas well location and corehole location. Allegheny Surveys has Trimble 4000ssi receivers, which have been the workhorse of its GPS Control Network Surveys over the years and are still used today for certain projects.

Allegheny Surveys purchased its first Global Navigation Satellite System (GNSS) Real Time Kinematic (RTK) system in 2007. Having recently purchased additional Trimble R8 RTK Systems, Allegheny Surveys currently utilizes Trimble R8 GNSS RTK Systems. One of these RTK Systems also has the capability to utilize the West Virginia Division of Highways (WVDOH) Virtual Reference Station (VRS) service, or Real Time Network (RTN). This technology eliminates the need for a Base receiver onsite and allows the units to work as independent Rovers on the RTN. Allegheny Surveys utilizes RTK technology in the performance of topographic, as-built, ground control, and pipeline surveys. RTK is also used for construction stakeout on various projects. Both the static-GPS and RTK data are processed using Trimble Business Center software.

In addition to the survey-grade GPS equipment listed above, Allegheny Surveys also utilizes Trimble GeoXH 6000 series handhelds with external antennas and Trimble GPS Pathfinder ProXT receivers with Nomad data collectors. All the mapping-grade GPS units have Trimble's TerraSync software installed and the GPS data are post-processed using Trimble Pathfinder Office software.





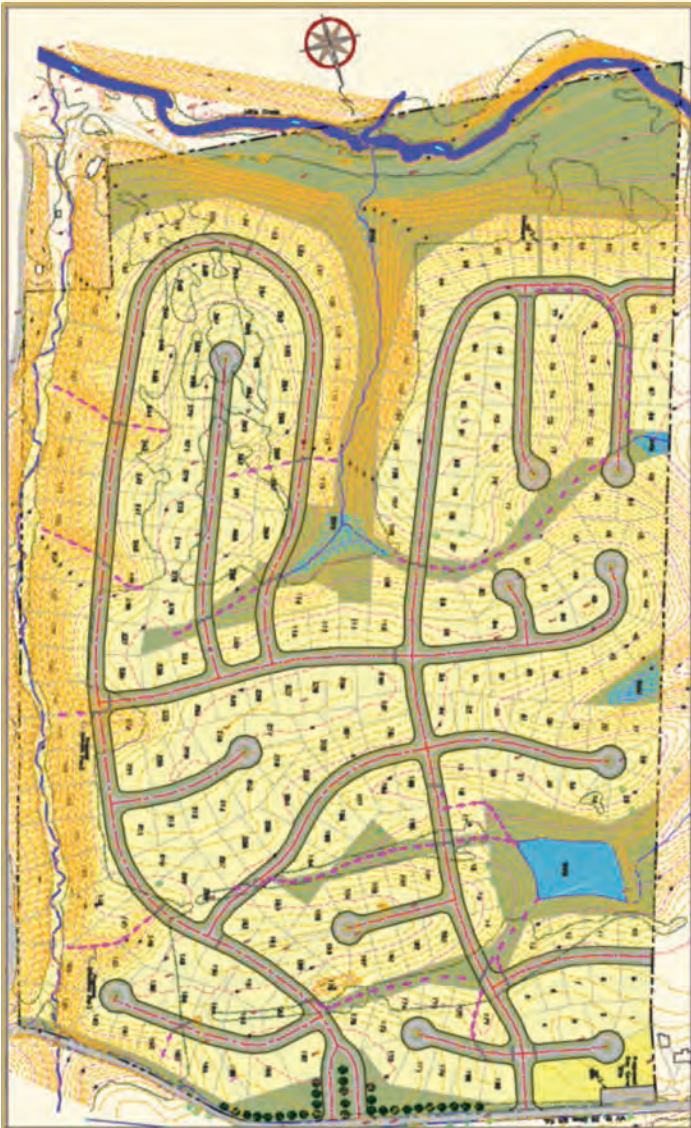
ENGINEERING SERVICES



ENGINEERING SERVICES

Allegheny Surveys, Inc.'s acquisition of Appalachian Surveys adds over **35 years of engineering and surveying experience** in the Eastern Panhandle of West Virginia to the Company's Resume.

Engineering Services: Concept Plans and Feasibility Studies, Major Subdivisions, Site Plans, House Sitings, Grading Plans, Road Design, Preliminary Plats, Storm Water Management, Drainage, Sediment and Erosion Control, Water and Sewer Design, and Permitting.



Samples of Previous Projects in the Eastern Panhandle

- Jefferson Crossing Shopping Center
- Willow Spring Farm Apartments
- Maddex Square Shopping Center
- 340 Wash and Lube
- Martins Grocery Store and Fueling Station
- Shenandoah Center Skilled Nursing and Rehabilitation Center
- Meadowbrook Subdivision
- Cress Creek Subdivision and Golf Course
- Locust Hill Subdivision and Golf Course
- Crosswinds Subdivision

Ongoing Projects in the Eastern Panhandle

- City of Ranson Sewer Main Extension
- American Public University System
- Jefferson Crossing Shopping Center



CASE STUDIES CONTINUED

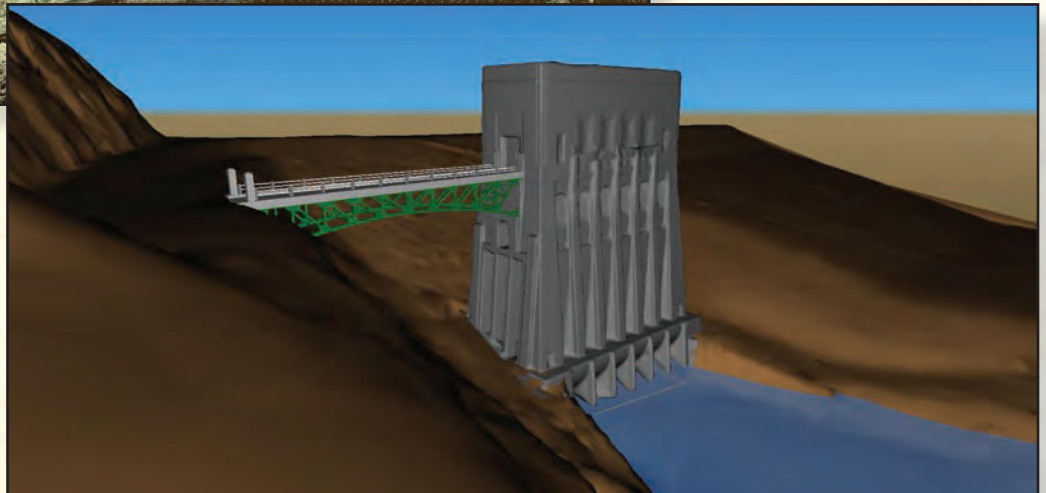
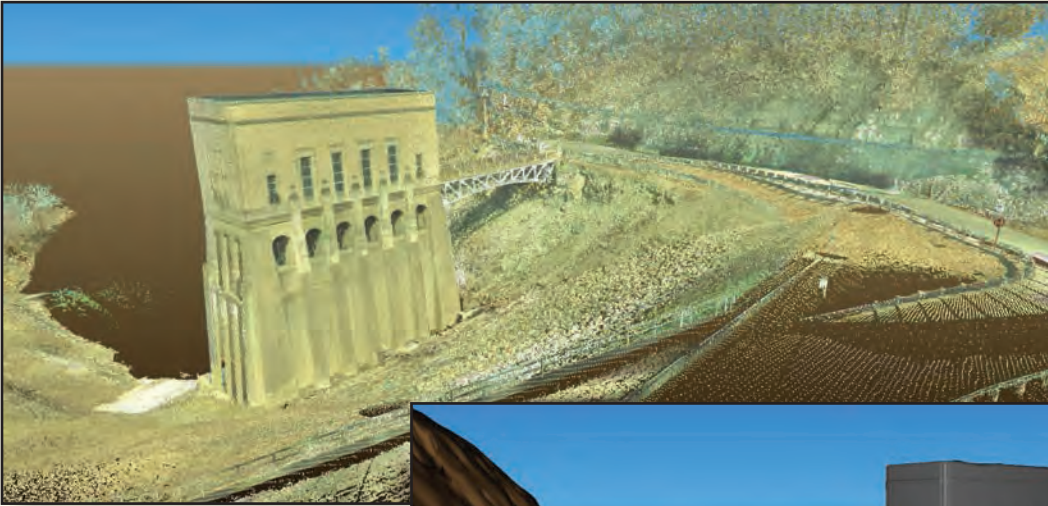
I. Mohawk Dam

1. Client: U.S. Army Corps of Engineers
2. Project Location: Mohawk Dam,
Coshocton County, Ohio
3. Contract Awarded: February 2013
4. Project Description:

This project consisted of performing a 110 acre site survey for the U.S. Army Corps of Engineers of the Mohawk Dam located along Route 715 on the Walhonding River in Coshocton County, Ohio. The project area included a large land dam (2,500 feet in length), concrete inlet and

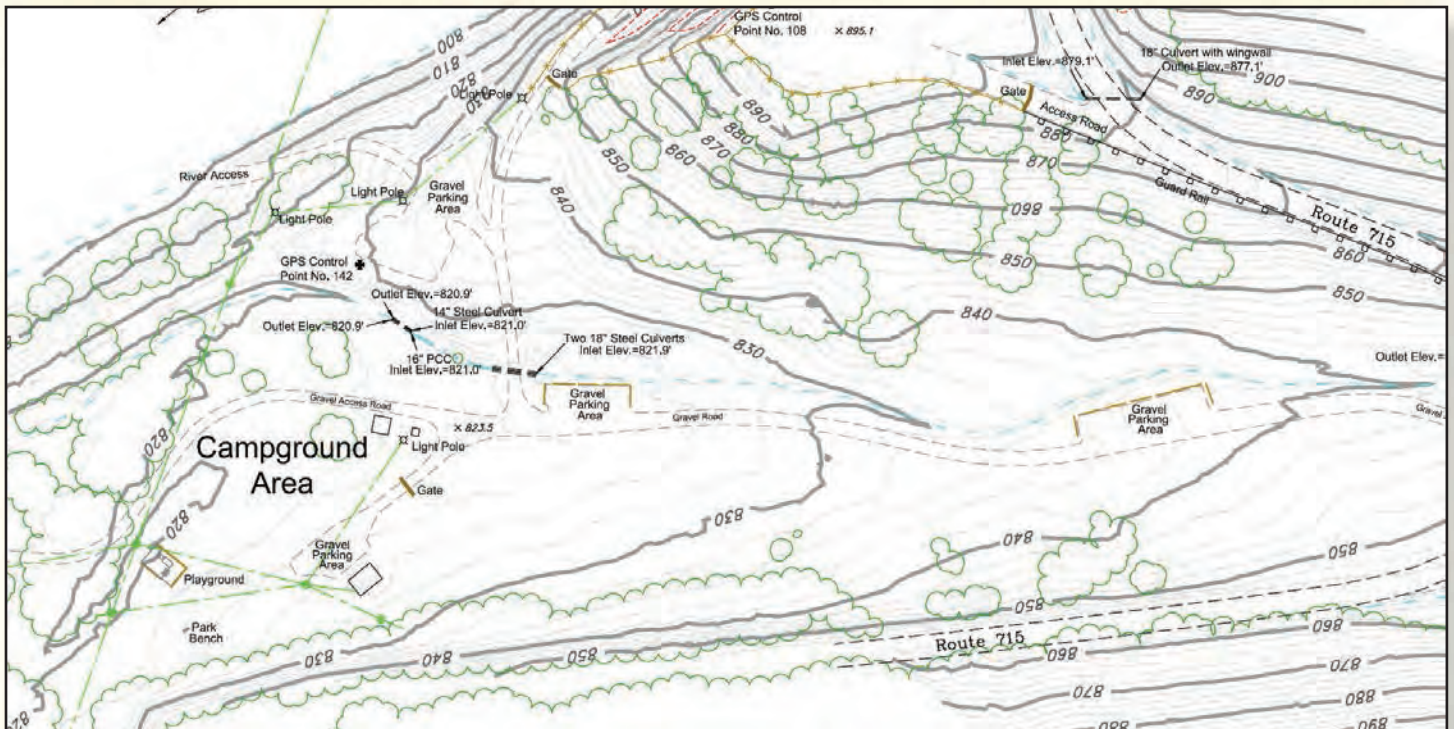
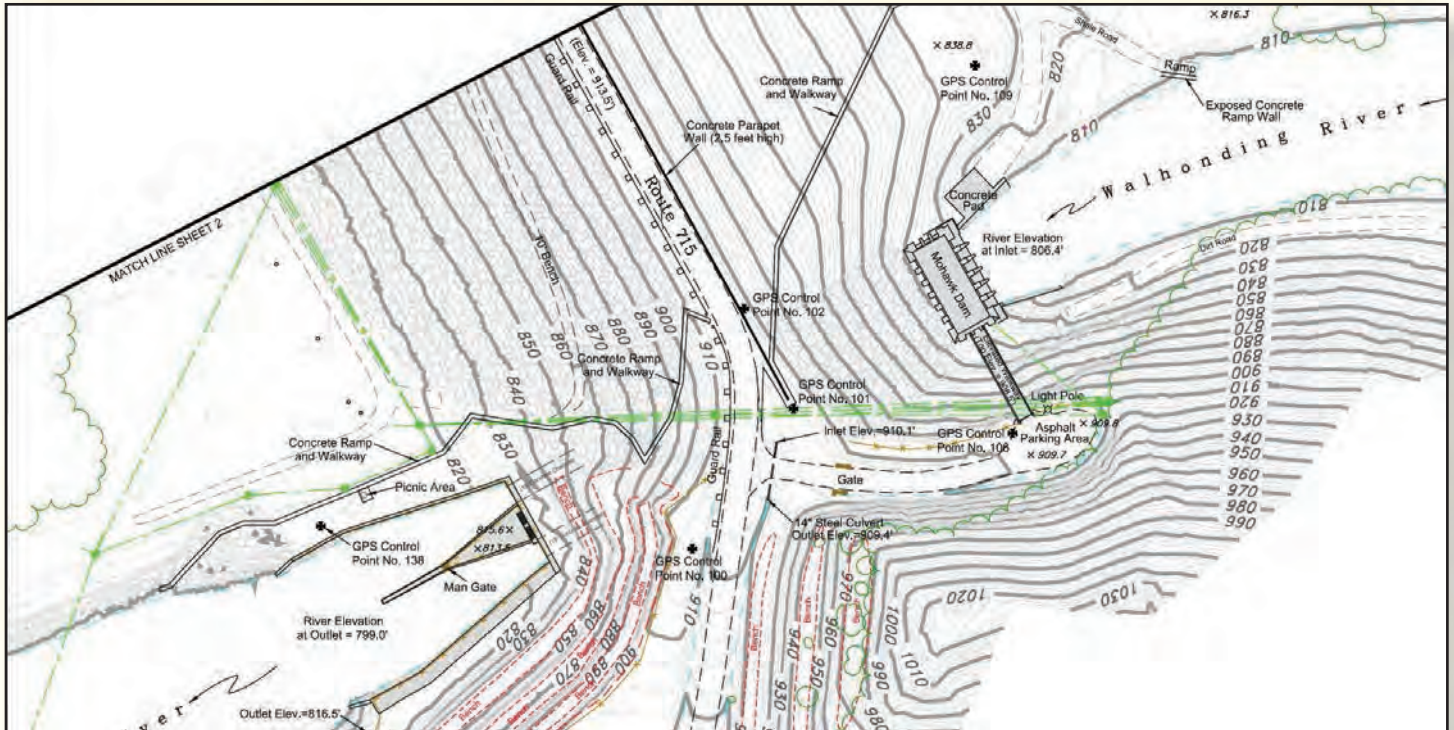
outlet structures, an 18 acre spillway, campground site, house, and storage buildings. The entire site was located by using a Leica C10 ScanStation 3D Laser Scanner. Almost 90 million points were collected during the survey.

75 Control Monuments were used to register the scan data, and 65 setups were needed to scan the entire 110 acre site. The field work began on February 27, 2013, and the project was delivered on March 19th. From start to finish, this project was awarded, surveyed, processed, mapped, and delivered in a total time frame of one month. To do this was quite an accomplishment, and is a testimony to how state-of-the-art technology and hard work can achieve results that are appreciated by our client.





CASE STUDIES CONTINUED





CASE STUDIES CONTINUED

II. US Army Corps of Engineers (USACE) – Great Lakes and Ohio River Division

1. Client: USACE
2. Project Location: Huntington District
3. Contract Awarded: March 2012
4. Project Cost: Not to exceed \$2,500,000
5. Project Description:

Surveying and Engineering services which include horizontal and vertical control surveys, geodetic surveys, High Definition Scanning (HDS) surveys, real property surveys of Government-owned land tracts, such as levees, reservoirs, or dredge disposal areas, structural deformation studies, construction layout surveys, land surveys, surface mine and underground mine surveys, route surveys, quantity surveys, hydrographic surveys and Hazardous and Toxic Radioactive Waste (HTRW) surveys. The project also includes establishing or re-establishing corners, monuments and boundary lines, or for the purpose of describing fixed improvements, or platting or dividing parcels. These projects are being performed as necessary to support engineering studies to include design and construction, planning, operation and maintenance of navigation and flood control projects, real estate and emergency management activities.

1) Deformation monitoring capabilities utilizing least squares adjustments to analyze survey measurements for accuracy and monitor movement of large structures.

2) Cadastral surveying capabilities to reestablish, monument and sub-divide parcels, easements and right-of- ways in accordance with state and local requirements.

- 3) Geodetic surveying utilizing least squares adjustments to establish horizontal and vertical control for various surveying projects.**
- 4) Topographic surveying capabilities using real time GNSS, VRS GNSS surveys and conventional surveying techniques.**
- 5) GNSS capabilities for geodetic, topographic and GIS data collection.**
- 6) Hydrographic surveying capabilities using differential GPS, acoustic and conventional survey techniques.**
- 7) Ability to collect digital data for planimetric and topographic features, DTM, DEM, data collection, a break down of the firm's field to finish process, and manipulation of terrain data.**
- 8) GIS-data development and system design compatible with the National Spatial Data Transfer Standards (SDTS).**
- 9) Surface and Underground Mining Certifications and Experience in West Virginia, Kentucky, Ohio and Virginia.**
- 10) 3-D Terrestrial Scanning.**
- 11) HTRW capabilities to perform level B through level D HTRW surveys.**
- 12) Route surveys.**
- 13) Construction Surveys.**
- 14) Documentation of geospatial and metadata contract deliverables that complies with the FGDC-STD-001-1998 Content Standard for Digital Geospatial Metadata. B.**



CASE STUDIES CONTINUED

III. Tri-State Airport Runway Extension, near Kenova, West Virginia

1. Client: The LPA Group
for Tri-State Airport Authority
2. Project location: Ceredo, West Virginia,
in the central, far-western part of the state.
3. Contract Awarded: August, 2005
4. Project Cost: \$40,000
5. Project Description:

This project is a topographic ground survey of 117 acres at the end of an existing runway to accommodate the design of an extension of the primary runway at Tri-State Airport. It was conducted to very rigid vertical and horizontal tolerances. The terrain was extremely rugged and the brush and vegetation caused the survey to be extremely labor intensive. The survey included a detailed site survey of the end of the runway area within the airport security fence. The project required a fulltime field crew nearly every day from November, 2005 through February, 2006.

Example plat on next page
(Image quality reduced)

**Map of Topographic Survey
for
The LPA Group Incorporated**

**Tri-State Airport
Runway 12 Extension and Safety Overrun
Huntington, West Virginia**

LEGEND	
	PROPERTY LINE
	ADJACENT PROPERTY
	ADJACENT WATER
	ADJACENT ROAD
	ADJACENT RAILROAD
	ADJACENT AIRPORT
	ADJACENT FARM
	ADJACENT INDUSTRIAL
	ADJACENT RESIDENTIAL
	ADJACENT POWER LINE
	ADJACENT WATER
	ADJACENT ROAD
	ADJACENT RAILROAD
	ADJACENT AIRPORT
	ADJACENT FARM
	ADJACENT INDUSTRIAL
	ADJACENT RESIDENTIAL
	ADJACENT POWER LINE



Notes:
1. All measurements are in feet.
2. All measurements are to the center of the line.
3. All measurements are to the center of the road.
4. All measurements are to the center of the railroad.
5. All measurements are to the center of the airport.
6. All measurements are to the center of the farm.
7. All measurements are to the center of the industrial.
8. All measurements are to the center of the residential.
9. All measurements are to the center of the power line.
10. All measurements are to the center of the water.



DATE: 10/1/01
BY: J. R. BROWN
CHECKED: J. R. BROWN
APPROVED: J. R. BROWN

DATE: 10/1/01
BY: J. R. BROWN
CHECKED: J. R. BROWN
APPROVED: J. R. BROWN

UNLESS OTHERWISE SPECIFIED,
ALL MEASUREMENTS ARE TO THE CENTER OF THE LINE.



CASE STUDIES CONTINUED

IV. Garden Ground Highwalls

1. Client: Eastern Arrow Corporation
2. Project Location: Summit Bechtel Reserve, Mt. Hope, West Virginia
3. Contract Awarded: August 2010
4. Project Description:

This project consisted of surveying and mapping services to facilitate the reclamation of approximately 36,000 lineal feet of abandoned highwalls on four sites located at the Summit Bechtel Reserve in Fayette County, WV. The project began by flagging the clearing limits of the project areas for clearing. Once the project areas were cleared, horizontal and vertical control was established for the project. A topographic survey was performed of roughly 147 acres to map the existing ground as a base for volume calculations and to prepare cross-sections to compare to the construction plans. Allegheny Surveys, Inc. also provided construction stakeout throughout the project. Once construction was completed, an as-built survey of the final grade was performed. In addition to the field work performed on this project, cross-sections, as-built site plans, volume calculations and site details were prepared for this project. This project was completed in July 2011.

V. EarthMark WV Mitigation, LLC Conservation Surveys

1. Client: EarthMark WV Mitigation, LLC
2. Project Location: Raleigh, Jackson and Wayne Counties, West Virginia
3. Contract Awarded: 2007 and 2009
4. Project Cost: \$72,100
5. Project Description:

Davis Branch, Raleigh County - Topographic and easement survey for stream restoration and stream preservation. The stream restoration area consisted of 16 acres and the stream preservation area consisted of 12,500 feet of stream channel. The project site included Davis Branch and tributaries thereof.

Mud Run, Jackson County - Boundary survey to establish a 25 acre Conservation Easement along Mud Run in Jackson County, WV. The boundaries of several adjoining tracts had to be identified during the course of this survey. Right-of-way limits of roads and utilities also affected the limits of this survey.

Trace Fork, Wayne County - Topographic survey of 8.5 acres affected by the project. A boundary survey was also performed and Easements established across 5 separate tracts of land. The easements for this project ranged from less than an acre to 2.5 acres.



CHIEF PERSONNEL

Marshall W. Robinson, PS
Licensed in WV, VA, KY, OH & PA

President and Chief Executive Officer

Ben R. Singleton, PS
**Vice President and
Senior Survey Manager**
Birch River Office

Dwayne D. Matheny, PS
Licensed in WV & KY
Chief Operations Officer
Bridgeport Office

David W. King, PS
Senior Survey Manager
Alum Creek Office

Bradley D. Miller, PS
Licensed in WV & PA
Senior Survey Manager
Bridgeport Office

Karen K. Brill, PS
Operations Manager
Martinsburg Office

Lisa McCauley, PE
Engineering Manager
Martinsburg Office

Dwayne A. Hall, PS
Underground Survey Manager
Birch River Office

Stacey O. Brown, PS
Licensed in WV & KY

Mapping Manager
Birch River Office

Damon L. Wilkewitz, PS
HDS Manager
Birch River Office

William D. Yetzer, PS, EI
Licensed in WV, CO & UT
Survey Manager
Bridgeport Office

Kenneth L. Plum, PS
Survey Manager
Bridgeport Office

Mary Ann Kiser, PHR
**Human Resource &
Safety Manager**
Birch River Office

Jason P. Gravley
IT Manager & GIS Analyst
Birch River Office

Teresa A. Hughart, CPA
Chief Financial Officer
Birch River Office

Drema Dodrill
Corporate Administrator
Birch River Office



MARSHALL W. ROBINSON, PS

President and Chief Executive Officer



Marshall is proficient in all types of surveying, including surface and underground mine surveying, construction surveying, boundary surveying, GPS surveying, oil and gas well location surveying, and specializing in expert witness testimony for boundary litigation, GPS survey design and analysis, and underground surveying and mapping.

Former Chapter Representative, Board of Examiner's Liaison, Member of the Board of Directors, West Virginia Representative to the NSPS Board of Governors, and President, of the West Virginia Association of Land Surveyors, between 1991 and 1999. He also served on the Legislative Committee, Peer Review Committee, HARN Committee, and Education Committee.

- Member of the Advisory Board to the Glenville State College Division of Land Resources for the Land Surveying Program. He has been Chairman of that Board from 2005 to the present.
- Former member of the NCEES (National Council of Examiners of Engineers and Surveyors) EPS (Examination for Professional Surveyors) Committee.
- Has presented numerous seminars on boundary law issues and boundary resolution, right-of-way and easement issues, GPS and GIS applications to the surveying profession, State Plane Coordinates, Project Datums, and underground surveying and mapping.
- Former member of the West Virginia Board of Professional Surveyors, serving two three-year terms, from 2000 to 2006.
- Graduated magna cum laude from Glenville State College with an Associate's Degree in Land Surveying and a Bachelor of Arts Degree in May of 1985.
- Licensed in the State of West Virginia as a Professional Surveyor since February 1988. Also licensed as a Professional Surveyor in Virginia (January, 2005), Kentucky (February, 2005) Ohio (June, 2005) and Pennsylvania. (July, 2009).



BEN R. SINGLETON, PS

Vice President and Senior Survey Manager, Birch River Office



Proficient in all types of surveying, and specializing in boundary, underground, oil and gas well locations, site development, and GPS surveys. Ben was the lead party chief in the performance of a 27,000 acre boundary survey in Nicholas and Webster Counties that was completed in 2004. He was also the lead party chief in the performance of a 12,000 acre boundary survey in Nicholas County, a 4,000 acre boundary survey in Braxton County, a 3,200 acre boundary survey in Kanawha County, and an 1,850 acre boundary survey in Clay and Nicholas Counties.

He has surveyed over 100 well location sites on a 70,000 acre tract in Clay County, and has surveyed for coal bed methane (CBM) wells, shallow well and deep well permits throughout West Virginia. Overall, he has surveyed hundreds of well locations throughout the state. He has surveyed several deep mines throughout the state, and has performed numerous GPS control surveys for boundary control and aerial mapping.

- Graduated from Glenville State College with an Associate's Degree in Land Surveying in May 1996.
- Employed by Allegheny Surveys as a full time party chief since May 1996.
- Promoted to Senior Survey Manager in September 2002.
- Licensed in the state of West Virginia as a Professional Surveyor since January 2004.

DWAYNE D. MATHENY, PS

Chief Operations Officer, Bridgeport Office



Dwayne has performed many types of surveys which include, but are not limited to, ALTA/ACSM surveys, Pre-Mine and Post-Mine subsidence surveys, design surveys for engineering support, boundary surveys, gas pipeline as-builts and design surveys, telecommunication surveys, GPS networks, and construction layout.

The majority of his experience has been in the construction industry where he performed and supervised projects for bridges, commercial buildings, roads, railroads, gas compressor stations, water and wastewater treatment plants, sanitary sewer systems, water systems and athletic fields.

- Began surveying in 1994 with the largest engineering firm in the State of West Virginia, performing and supervising surveys for all types of industries.
- Obtained his license in 2003 after completing the mandatory eight years of experience.
- Employed by Allegheny Surveys, Inc since May, 2008.
- Licensed in the state of Kentucky.



DAVID W. KING, PS

Senior Survey Manager, Alum Creek Office



Began his surveying career in 1990 and has worked for three previous surveying firms, one underground mining company, and one surface mining company. From 1998 to 2003, he worked closely with the owner of this firm, Marshall Robinson, who, while owning Allegheny Surveys, was also a partner with another surveyor in the firm of Augusta Land Consultants, a surveying firm located in Danville, WV. Together they solved the boundaries on numerous difficult surveys on large timber and coal tracts, including one 25,000 acre boundary survey and a 7,000 acre boundary survey. He also gained a fair amount of well location experience while working for Augusta Land Consultants. In 2004 he founded Frontier Surveys in Danville, WV, which he operated for a few years thereafter as a city lot and rural boundary surveying firm, performing a variety of surveys for private landowners, until he gained employment in the coal industry, performing all types of surveys relevant to deep and surface mine operations.

Proficient in the performance of ALTA/ACSM surveys, boundary surveys, design surveys for engineering support, construction layout, underground mine surveys, surface mine surveys, topographic surveys, GPS networks, control surveys, and gas well surveys. The majority of his experience has been in the performance of all types of boundary surveys throughout southern West Virginia.

- Obtained surveying license in 2000 after completing the mandatory eight years of experience.
- Employed by Allegheny Surveys as Senior Survey Manager in January 2009.
- Founded Frontier Surveys of Danville, WV in 2004.

BRADLEY D. MILLER, PS

Senior Survey Manager, Bridgeport Office



Graduated from West Virginia University with a Bachelor's in Science Degree in Business Management-Human Resources in December 1994. He also attended Potomac State College of West Virginia University where he received an Associates of Arts Degree where he studied Business and Economics in May 1992. Employed by Allegheny Surveys since August of 2012.

Brad is responsible in the management and performance of cell tower site surveys, topographic surveys and construction stake-outs, and as-built and pre-construction pipeline surveys. He is also responsible for managing the processing of survey data and map preparation to facilitate the work products relevant to the above types of surveying.

Brad is licensed in West Virginia and Pennsylvania.



KAREN BRILL, PS

Operations Manager, Martinsburg Office



Karen Brill has over thirty years of broad and varied experience in surveying and project management. Karen obtained her license in the state of West Virginia as a Professional Surveyor in 1991. Her experience includes working as rod-person, rear and head chain-person, instrument operator, and party chief. Experienced in difficult boundary retracements, city lot surveying, subdivisions, site plans, control surveys, topographic mapping, and ALTA Land Title Surveys. Ms. Brill has served as an expert witness for the US Attorney's Office and the Jefferson County Prosecuting Attorney. Ms. Brill was designated "Surveyor of the Year" in 2006 by the West Virginia Society of Professional Surveyors.

LISA MCCAULEY, PE

Engineering Manager, Martinsburg Office



Ms. McCauley currently serves as the Engineering Manager for the Ranson, WV office of AllegHENY Surveys, Inc. Her 28 years of experience in both West Virginia and Virginia includes all aspects of engineering design, public representation, and management for residential, commercial, and industrial site plans and construction plans. Lisa graduated from Bucknell University in 1986 with a Bachelor's degree in Civil Engineering. She is a registered Professional Engineer in West Virginia, Virginia, Maryland, Ohio and Pennsylvania.



DWAYNE A. HALL, PS

Underground Survey Manager, Birch River Office



Adept in the performance of underground surveys, boundary surveys, site location and development surveys, well location surveys and GPS ground-control surveys. Dwayne has been the lead party chief on several boundary surveys in Webster County that are greater than 1,000 acres in size.

Dwayne serves as Allegheny Survey's lead underground survey manager in several deep mines throughout the state.

- Graduated from Glenville State College in May of 1999 with an Associate's Degree in Land Surveying and an Associate's Degree in Forestry.
- Employed by Allegheny Surveys as a summer intern in 1997 and became full-time in 1999.
- Licensed as a Professional Surveyor in the State of West Virginia since January 2004.
- Licensed as an Underground Surveyor having received his SU endorsement in June of 2009.

STACEY O. BROWN, PS

Mapping Manager, Birch River Office



Stacey is proficient in CAD and survey calculations relating to boundary surveys, underground mine mapping, construction layout, volumes and subdivisions.

In September of 2002 he was promoted to party chief and Senior GPS Surveyor, with the responsibility for designing, managing and generating the final data for all GPS surveys performed by the firm.

Stacey was the lead party chief in the performance of an 11,000 acre boundary survey in Webster County completed in March of 2007. He has also performed various boundary and topographic surveys in addition to drill hole and aerial photo control surveys throughout West Virginia. His proficiency in computer and software operations is enormous. With Ben Singleton's help, he performs all of the field crew scheduling in the Birch River office.

- Graduated from West Virginia Institute of Technology in May of 1993 with an Associate Degree in Drafting Design and Engineering Technology.
- Employed by Allegheny Surveys since January 2001.
- Extensive experience, having been exposed to the surveying profession since 1993.
- Licensed by the State of West Virginia as a Professional Surveyor in June of 2009.
- Licensed by the State of Kentucky as a Land Surveyor in 2013.



DAMON L. WILKEWITZ, PS

HDS Manager, Birch River Office



Damon graduated from Glenville State College with an Associate's Degree in Land Surveying in May of 1992. Employed by Allegheny Surveys since January 2006, he has worked for four previous surveying firms in central West Virginia, and was licensed by the state of West Virginia as a Professional Surveyor in June of 2005.

Damon has experience in boundary surveys, construction layout, and site development surveys. He also has extensive experience in CAD operations, and is proficient in several survey software applications.

Since March 2011, Damon has been managing the work with ASI's 3D laser scanning (High Definition Surveying). He has given seminars at the Hexagon Conference and the WV Surveyors convention for ASI's work with Forensic and Natural Resource laser scanning projects, including underground coal mine modeling. He is completing over 50 HDS projects per year for the natural resource and construction industries.

WILLIAM G. YETZER, PS, EI

Survey Manager, Bridgeport Office



Bill has extensive experience in the surveying profession, in which his primary focus has been land development, ALTA/ACSM surveys, engineering design surveys, and boundary surveys. From 2001 – 2009, he has been employed as a Senior Survey Manager in firms that require the management of 3 or more crews and the direction of all field and other operations.

- Graduated from the University of Minnesota with a Bachelor of Science Degree in Civil Engineering in December 1994, with an emphasis on surveying and environmental issues.
- Graduated from Dunwoody Industrial Institute with an AA Degree in Civil Engineering Technology in June 1990.
- Employed by Allegheny Surveys in April of 2009 as a Senior Party Chief in the Bridgeport Office.

- Licensed by the State of Colorado as Professional Surveyor in 2000.
- Licensed by the State of Utah as a Professional Surveyor in 2007.
- Licensed by the State of West Virginia as a Professional Surveyor in 2010.
- Certified by the State of Colorado as an Engineer in Training in 2006.



KENNETH J. PLUM, PS

Survey Manager, Bridgeport Office



Began his surveying career in 1991 and has worked for three previous engineering firms in the states of West Virginia and Pennsylvania. From 1991 to 1998, the majority of his experience was with deep and surface coal mine surveys and services for central and southern coal companies of West Virginia. From 1999 to 2008, the majority of his experience was with right of way acquisition and roadway re-establishment surveys for the PennDOT, Penna Turn-Pike, and PAT of Allegheny County. From 2008 to 2010, the majority of his experience was with water and storm and sanitary sewer surveys for north central West Virginia communities.

He has performed many types of surveys which include, but are not limited to, deep and surface mine production and control surveys, design surveys for engineering support, boundary surveys, ALTA/ACSM surveys, gas well plat, as-built, and design surveys, GPS topographic, stake out, and control surveys, and highway and commercial building construction layout.

He obtained his West Virginia license in 2010 after completing the mandatory years of experience.

He was employed by Allegheny Surveys, Inc. in June, 2010 as a Senior Party Chief for the Bridgeport Office.

MARY ANN KISER, PHR

Human Resource and Safety Manager, Birch River Office



Mary Ann is responsible for overseeing the organization's Human Resource programs and policies as they apply to employee relations, development, compensation, benefits, performance, and staffing levels. She is an analyst and administrator of the Predictive Index System, a behavior assessment tool used for maximizing organizational performance and productivity. She is also responsible for the design and implementation of company policies, including Safety and Drug-Free Workplace policies. She has completed the PEC Safeland and OSHA 510 courses. She is also an authorized trainer of the 10 and 30 hour safety courses for the construction industry.



JASON P. GRAVLEY

IT Manager & GIS Analyst, Birch River Office



Graduated from Concord University in Athens, West Virginia with a Bachelor's of Art Degree in Geography with an emphasis in GIS and Cartography in 2009. Jason was awarded Concord University's 2009-2010 Outstanding Scholar in Geography and the NCGE/AAG 2010 Excellence Scholarship Award in Geography. He also attended Marshall University where he studied Geography/Meteorology from May 2005 - May 2008. Employed by Allegheny Surveys since April of 2011.

Jason is responsible for implementing, monitoring, and maintaining the company's geodatabase. He is also responsible for providing GIS services to the U.S. Army Corp of Engineers by utilizing data collected by the firm and/or provided by the USARCE. He is proficient with ESRI software as well as AutoCAD. He performs a variety of tasks for the company that range from geodatabase work and analysis to drawings and other tasks that are relevant to the firm's activities.

TERESA A. HUGHART, CPA

Chief Financial Officer, Birch River Office



Terri is responsible for the oversight and management of all financial matters, including financial reporting, taxation, internal controls and budgeting for Allegheny Surveys.

Prior to joining Allegheny Surveys, Terri worked for nineteen years in various industries gaining experience in auditing, accounts payable, budgeting and forecasting, capital asset management and project analysis. Her experience includes three years for state government where she used her accounting knowledge to train and support the finance offices of local boards of education and fifteen years in the manufacturing industry where she served in numerous financial capacities.

She passed the Certified Public Accountant exam in 1995 and obtained her CPA license in 1998 after satisfying the minimum experience requirements.

- Graduated with High Honors from Guilford College in Greensboro, NC, earning a Bachelor of Science Degree, with a major in Accounting and a minor in Management in 1992.
- Licensed in the State of West Virginia as a Certified Public Accountant since 1998.
- Employed for nearly 15 years in various accounting and finance positions for an OSB manufacturing facility in central West Virginia, the latest position being Financial Analyst.
- Employed by Allegheny Surveys as Financial Manager in January of 2011.

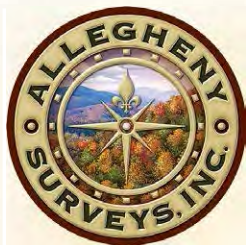


DREMA DODRILL

Corporate Administrator, Birch River Office



Drema brings to Allegheny Surveys a successful history as a community leader in Birch River. She began her employment with Allegheny Surveys in January 2007 as administrative assistant. She is the secretary of the Board of Directors and was recently elected to a second term. She was promoted to the position of Corporate Administrator in 2013. Drema is responsible for the company payroll and oversees various projects for the company.



EQUIPMENT & SOFTWARE

Equipment

- Trimble S6 Robotic Total Stations (two)
- Trimble R8 GNSS Base and Rover RTK GPS System (six)
- Trimble R8 GNSS/VRS Base and Rover RTK GPS System
- Trimble R8 GNSS Base and Trimble R10 GNSS Rover RTK GPS Systems (three)
- Trimble TSC2 and TSC3 Data Collectors (twelve)
- Trimble 4000 SSI Static Dual Frequency GPS Receiver (four)
- Trimble GeoExplorer 6000 Series GeoXH GNSS Handheld with External Antenna (ten)
- Carlson MINI2 Data Collector with SurvCE (one)
- Trimble ProXT mapping grade GPS Receiver with Nomad Data Collector (three)
- Nikon Nivo 2.M Total Stations (eight)
- Nikon Nivo 5.M Total Stations (two)
- Leica 403 Total Station (two)
- Leica 305 Total Station
- Topcon 212 and 223 Total Stations (two)
- Topcon 300 Series Total Station (two)
- Nomad Data Collectors with Survey Pro (seven)
- Leica C10 Scan Station
- Leica P20 Scan Station
- Metro Tech 850 Pipeline Locator
- Metro Tech 810 DX Pipeline Locator

Software

- AutoCAD 2015/2016
- AutoCAD Map
- AutoCAD Civil 3D
- Carlson
- Trimble Business Center
- Trimble Geomatics Office
- Trimble GPS Pathfinder Office
- GeoJot+
- Trimble Access
- Trimble Survey Controller
- ESRI ArcGIS Standard
- Microsoft Office 2016/Office 365
- Adobe Acrobat XI
- Leica Cyclone
- 3D Reshaper