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Legal Name:	HATCH MOTT	MACDONALD LLC				Published Da	te: 4/26/16					
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Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Solicitation Response

Pr So	Proc Folder: 205124 Solicitation Description: ADDENDUM 2 INVASIVE SPECIES SURVEY- CAMP DAWSON								
Pr	oc Type : Central Purcha	ase Order							
Date issued	Solicitation Closes Solicitation No Version								
	2016-05-04 13:30:00	SR 0603 ESR0503160000005329	1						

VENDOR

000000118287

HATCH MOTT MACDONALD LLC

FOR INFORMATION CONTACT THE BUYER Crystal Rink

(304) 558-2402 crystal.g.rink@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	Invasive Species Survey-Camp Dawson				\$90,000.00
Comm Code	Manufacturer	Specification		Model #	
77111507					
Extended Des	scription : Invasive Species Survey specifications.	/ Inventory and As	sessment, and	d Update of the I	Plant Community Mapping Data per the attached



12 Rousch Drive Morgantown, WV 26501 T 304.212.4390 www.mottmac.com/americas

May 3, 2016

Ms. Crystal Rink, Senior Buyer Department of Administration Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

Subject: Solicitation Number: CRFQ 0603 ADJ1600000021 Invasive Species Survey – Camp Dawson Proposal Number ENR050P00KM01 for Environmental Field Services

Dear Ms. Rink:

Hatch Mott MacDonald (HMM) is pleased to submit this Proposal to provide professional engineering and related services at the Camp Dawson Army Training Site. We are mindful that safety, project experience, and quality of the data deliverables for this project are vital to the successful inventory and assessment of the invasive plant populous at Camp Dawson. The qualifications and responsiveness of our personnel, our strong quality control and assurance standards, and our resource availability are key components to our proposal. Our experienced team has successfully completed many similar projects throughout the region.

HMM employs a staff of over 2,700 in North America and is widely recognized as one of the top rated engineering firms in the country. We have two (2) offices in West Virginia. Professional staff in our Morgantown and Charleston offices collectively has amassed more than 100 years of environmental/ecological, GIS, and project management experience. About half of the staff to be utilized on this project call West Virginia their home.

This proposal summarizes our approach to safety, provides details on our understanding of the subject project, and presents our costs as requested. We look forward to your favorable consideration of the enclosed proposal.

Respectfully submitted,

Hatch Mort MacDonald

Stephen B. Polen, PE Senior Vice President T 412.497.2950 F 412.497.2901 stephen.polen@mottmac.com

JC/SBP/msr Enclosures



Invasive Species Survey Proposal Camp Dawson Collective Training Area Preston County, WV

> May 2016 Prepared by: Hatch Mott MacDonald



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Key Field Personnel: Qualifications and Project Experience	.4

Appendices

Appendix A – Project Organization Chart Appendix B – Key Staff – Project Role/Experience Appendix C – HMM Project Briefs Appendix D – Signed CRFQ Contract Documents

- Exhibit A Contract Bid Form
- Final CRFQ Version 3 Form
- Addendum Acknowledgment
- Certification and Signature
- Exceptions to Terms and Conditions
- Purchasing Affidavit
- Certificate of Commercial General Liability Insurance



Safety First!

Working safely is always our top priority at HMM, and we work continually to improve our practices to eliminate incidents. In 2015 our Experience Modification Rate (EMR), which is based on our safety record for the last three years, was 0.77 compared to 1.00 for the national average for the engineering consulting classification. Also in 2015, HMM's Total Recordable Case Rate (TRCR) was 0.57 compared to the national average of 1.0. Our TRCR (Total Recordable Case Rate) has been steadily reduced since 2010, and we are committed to a standard that Agencies of the State of West Virginia can be assured will be parallel to their safety expectations.

In 2009, HMM incorporated a Drug and Alcohol Free Workplace program into HMM's internal safety program and is compliant with all program elements. Key components of the program include:

- Program administration by a third party.
- Random testing covering 25% of the staff on an annual basis.
- Pre-employment testing post offer.
- Post-accident, reasonable cause, return to duty, and follow-up testing.

The day of the kick-off meeting at Camp Dawson, HMM shall attend any site-specific training needed for this project, as requested in the CRFQ, and will work around training schedules as needed to prevent delay or disruption of training activities.

Project Document Security

Document retention policies for projects at military facilities can frequently be a client concern with contactors. HMM is compliant with ISO 9001:2008 Quality Management System Requirements, and our current certificate is valid from March 1, 2016 to October 2, 2017. This means we have standard operating procedures for filing, sending, receiving, and storing project documentation. Per the CRFQ ADJ1600000021 requirements, we will be submitting all project documentation developed during the project to the Camp Dawson Environmental personnel, with the exception of information needed to maintain our ISO compliance. At no time will information be released without prior written consent from the West Virginia National Guard.

Scope and Schedule

General Scope

It is important that details of every Project are communicated as clearly and concisely as possible to prevent misinterpretations that may result in delay, financial losses, or staff injury. Our broad perspective of the Scope of Work as defined in the CRFQ documents is to conduct an invasive species inventory and assessment and update plant community data for Camp Dawson as outlined in the CRFQ specifications.



The proposed work is required by the Sikes Act, Army Regulation, and Department of Defense instruction to collect natural resource baseline data at the Camp Dawson Collective Training Area in Preston County, WV. Natural resource components, including data on the invasive plant species and state and federal plant species of special concern are elements of the outlined work.

Maintenance of Geographic Information Systems (GIS) data will be accomplished by updating/ incorporating and re-formatting existing vegetation community data and adding new, updated format vegetation community data with required endangered, rare and invasive attribute data as required by National Guard Bureau (NGB) Quality Assurance Plan (QAP).

Detailed Scope and Schedule of Deliverables

Invasive Species Survey shall begin in June 2016 and will be completed by August 15, 2016 to the extent that extreme weather events and conditions outside of HMM's control that may prevent survey are limited in nature.

Field survey work will be conducted to collect vegetation data to meet CRFQ specified requirements. In advance of and to facilitate surveys, the Army National Guard will provide access cards and/or keys in order to gain access to the facilities in advance of the agreed upon survey start. Surveys will include:

- 1. Invasive species field survey and assessments on 652 acres, composed by the Volkstone and Cantonment tracts as identified in Figure A of the CRFQ documents, following the United States Fish and Wildlife Service (USFWS) monitoring procedure for National Wildlife Refuges ("Attachment A" of the CRFQ documentation) utilizing required specifications to meet compliance with NGB QAPs.
- 2. Field survey of the facility¹ for previously documented extant occurrences, historical occurrences, and new occurrences of known federal and state plant species of special concern.
- 3. Field survey 275.8 acres of newly developed land to collect data for updating/integrating existing vegetation community data utilizing current aerial imagery to be provided by the Army National Guard.

HMM will coordinate all site activity so as to not interfere with training activities and jeopardize the safety of crews or Camp Dawson personnel. HMM further understands that activities conducted at the Camp installations take precedence over contractor activities and will adjust survey schedules as appropriately.

Field data will be collected by HMM using Trimble Geo7x or Geo6000 GPS receivers and will utilize a project specific Data Dictionary based on the specific data needs and required data fields for collection specified by the National Vegetation Classification System in accordance with the NGB Quality Assurance Program. This will include, but is not limited to Species, Abundance, and Distribution. The

¹ HMM understands in the second task that references the CRFQ that "survey the facility" is defined as reviewing any publically available documentation including data from Camp Dawson Environmental personnel for any species of special concern within the 3,797 acres including any found during our survey of Volkstone tract and the Cantonment area as well as the newly developed land. Based on the CRFQ documents, HMM understands this does not mean a full field survey of the 3,797 acres.



field data will be collected in either point data or polygon data. Field data will be post-processed using Trimble Pathfinder Office software by the field staff in most cases yielding horizontal precision of less than 1 meter. Following each field visit and once the GPS data is post-processed, the data will be sent to the HMM GIS staff for the initial stage of data creation and data management. GIS staff will ensure proper data attribute use as well as confirming the GPS collected data meets the minimum absolute horizontal accuracy of 5 meters, as specified in "Attachment B" of the CRFQ documentation. The GPS collected data will be compiled into a Project-specific geodatabase and shapefiles.

Draft Assessment, Inventory and Data Documents shall be submitted by September 15, 2016.

After the initial database has been created, HMM will provide quality checks on the field-collected data as necessary to ensure points and polygons are topographically correct as well as all attribute data are in compliance with the NGB Quality Assurance Plan. This will ensure the final database will contain all appropriate fields and attributes required for submittal into the National Vegetation Classification System (NVCS).

Draft desktop deliverables to be delivered by September 15, 2016, will include the following:

- 1. As required in the project specifications, HMM will reformat/rework the existing WVDNR 2001 and 2006 vegetation data to meet the current standards specified in the project. A final geodatabase will be created containing both the newly collected 2016 field data along with the updated historic species and community data.
- 2. Draft Invasive Species Survey and Assessment Report based on field findings.
- 3. HMM will produce both a digital map of the plant communities at Camp Dawson and sitespecific mapping for individual survey areas as well as total project area reference mapping based on the analysis of the invasive species survey and assessment. The draft Invasive Species Inventory and Assessment and a draft Update of the Plant Community Mapping Data will be submitted to the Camp Dawson Environmental personnel and will include line numbers of each page when applicable to aid in the review and comment process.

Camp Dawson Environmental will provide an electronic copy of the current Integrated Natural Resources Management Plan (INRMP) and GIS data as well as any other Resources Management Plans, Faunal Survey Reports, Vegetative Survey Reports, etc. as relevant to the Project, in order to facilitate the Project surveys and deliverables. This includes the GIS data and Microsoft Access database created during the development of the Floristic Inventory by the WVDNR in 2006 referenced in the CRFQ.

Final Assessment, Inventory and Data Documents shall be submitted by November 15, 2016.

All requested corrections and comments received through discussions and feedback from the Camp Dawson Environmental personnel will be incorporated into the data deliverable. The dataset will be quality checked for final submission and delivered in accordance with the CRFQ Specifications. All photos, notes, reports, maps, and other material HMM generates during the Project will be delivered with the final data no later than November 15, 2016. All GIS SDSFIE (v.2.610 and v.3.1) compliant data layers will be included in the electronic submission.



Key Field Personnel: Qualifications and Project Experience

The project organization chart (Appendix A) shows the specific team who will manage the data and perform the field work on the Invasive Species project. Appendix A also includes information about the Contract Manager as requested by the CRFQ specifications. Key field personnel and those that will provide support can be found in Appendix C with a brief explanation of their role and past experience. Having a staff with such varying backgrounds in education and experiences gives HMM the resources to adapt when field conditions or deliverable requirements change.

HMM has locally available resources including staff who understand the importance of quality and efficiency. Our staff are trained to effectively and efficiently use Trimble GPS units. An effectively trained staff is critical to retaining staff in a competitive workforce and ensuring deliverables are developed to the standard that clients expect. Additional staff training and certifications is not limited to, but includes OSHA 10 Hour, Safeland, NABS Genus Level Certification, Rosgen Level IV, and various wetland delineation and plant identification trainings.

Although training is very important, it is no substitute for the valuable education received on the job. Regional projects at which the staff mentioned in this proposal have recently been engaged include:

- Habitat and wetland survey of over 1,100 acres of land to be developed in northcentral Pennsylvania.
- Wetland Revegetation Monitoring and remediation plan in southwestern Pennsylvania.
- Habitat Mapping and Wetland Delineation for an abandon mine land in Marion County, West Virginia.
- Wetland and Stream Delineation for a seven- mile gas pipeline in Monroe County, Ohio.
- Wetland and Stream Delineation for upgrades to two (2) natural gas compressor station facilities in Monroe Co, OH and Marshall County, West Virginia.
- Wetland and Stream Delineation and feature of interest mapping for two (2) separate waterlines; one 1 mile long, and one 20 miles long, each in Barbour County, West Virginia.
- Wetland and Stream Delineation for Yeager Airport, Charleston, West Virginia.
- Various other projects requiring plant ID in the West Virginia towns of Pepper, Rockport, Quincy, Elkins, and New Martinsville, to name a few.



Appendix A

Project Organizational Chart





Contract Manager: Jeremiah Cline Telephone: 304.212.4384 Fax: 724.873.9116 Email: Jeremiah.Cline@mottmac.com



Appendix B

Key Staff - Project Role/Experience



Key Field and Support Personnel

Zachary Parsons, a native of Tucker County, WV, will be the <u>Primary Field Scientist</u> during the Invasive Plant Survey. During his five-year tenure at HMM he has conducted field surveys, documentation and reporting, environmental permitting, and project coordination for various projects in the region. Mr. Parsons specializes in wetland delineation, natural gas site operations assessment, and environmental reporting in the eastern United States. Mr. Parsons has completed wetland delineations for various projects throughout West Virginia, Pennsylvania, Ohio, Mississippi, Louisiana, Kansas, and Missouri. Projects include natural gas well pad sites, natural gas transmission lines and facilities, long-wall coal mines, and land development projects. Additionally, Mr. Parsons is experienced with stream quality and habitat assessment, aquatic invertebrate sampling methods and identification, and fish sampling methods and identification. He is also experienced in the application of the Rosgen Stream Classification System for stream channel classification.

Thomas Malecki resides in Morgantown and will be one of the <u>Key Field Scientists</u> for this project at Camp Dawson. Mr. Malecki's four years of professional experience includes participating in wetland and stream delineation, groundwater monitoring, biological studies, and habitat assessment and mapping. He has experience with the various plant species he has encountered in various states in the eastern US. He is proficient in the use of Trimble Geo XH GPS units and the corresponding software.

Daniel Leo will focus his efforts on the <u>data collection quality</u>, <u>data development</u>, <u>mapping and deliverables</u>. Mr. Leo is currently serving as a GIS Specialist supporting multiple civil and environmental projects in our Canonsburg Office. He has experience in generating, editing, and analyzing a variety of vector, raster, and tabular data formats, including ESRI shapefiles, geodatabases, USGS DEMs, and GPS generated data files. His technical responsibilities include cartographic design, spatial analysis, custom GIS process modeling, spatial data acquisition, and data management. Mr. Leo provides project support through processing spatial data for use with Global Positioning Satellite (GPS) units, performing quality assessments of field collected data, and incorporating field collected data into GIS environments. His experience also includes graduate studies in Geographical Information Science and Technology, along with a background in environmental resource management and environmental education.

Eric Gill will provide project support with <u>Data Analysis and Data Management</u>. Eric has five years of experience and is currently working as engineering staff in the Morgantown office. He has concentrated his career in the area of environmental management, water resources, hydrology, and data analysis. He is proficient in numerous modeling and related software, including ArcGIS, EPA SSOAP, EPASWMM, HEC-GeoRAS, HEC-RAS, MATLAB, and SYSTAT.

Amelia Lyons will serve as a Scientist and consultant from our Canonsburg Office and will focus on deliverable quality. She has over three years of experience in the environmental consulting field. She worked on various construction projects in north central and western Pennsylvania providing erosion and sediment control plans for clients. She has gained proficient experience in the use of equipment such as GPS units, pH and flow meters, methane detectors, static water level meters and a variety of other laboratory and field equipment. Most of her work at HMM has been working on a Pennsylvania longwall study, designed to determine flow loss of undermined streams in the permitted areas above three separate deep mines. That project has given her experience in stream and well sampling, plant identification, observing various changes in the topography of streams and conducting stream flows. She has lead efforts in producing and creating reports for clients, QAQC and creating better data management



processes. She has received internal wetland and macroinvertebrate training and has been involved in Phase II environmental assessments. She is certified by the Society for Freshwater Science/NABS to ID macroinvertebrates down to the genus level.

Matthew Progar <u>will serve as a Lead Scientist</u> and consultant from our Canonsburg Office. He has seven years of experience in the environmental consulting field. He has performed significant work on wetland delineations, invasive species control, plant identification, water sampling and an ongoing hydrological flow assessment study. He has worked as the lead wetland scientist on natural gas pipeline projects, natural gas drilling pads, a 1,100-acre commercial real estate site, and performed post mitigation wetland monitoring at sites throughout West Virginia and Pennsylvania. Mr. Progar completed a 36-hour basic wetland delineation course through the Wetland Training Institute in May 2010 as well as a 36-hour wetland delineation regional supplement training class through the Swamp School in April 2012.

Jeremiah Cline, PE will serve as Project Manager for Invasive Species Inventory Project at Camp Dawson. He resides in Preston County, West Virginia and has worked on stream monitoring and restoration projects for various clients since July 2003. His most recent experience includes a stream survey and a conceptual layout of a proposed stream design in Marion County, West Virginia. He has been extensively involved in project management and oversight for stream monitoring and water quality sampling projects for the past eight years. His role on those projects primarily consists of managing budgets, staff, and approving client deliverables within specified deadlines. His experience also includes monitoring various physical parameters of streams, GPS surveying, construction materials testing, and construction and environmental inspection and oversight. Mr. Cline has worked on a number of natural stream channel designs, one of which was recently constructed in Tucker County, West Virginia. He has had over 300 hours of class and field instruction in natural stream design, stream survey techniques, and stream restoration including Rosgen Levels I to IV.

Pete Vaughan <u>will serve as our Program Director</u> for this project. Pete has more than 35 years of experience in regulatory compliance, mitigation, permitting, mining design, procurement, engineering, execution, start-up, post audit and work for many coal mining and energy clients. He has been involved in the energy industry from working underground as a miner, to operations manager of numerous mining facilities, to project manager for large capital mining projects. Pete has managed the Mining Services Group at HMM since 2004. He currently serves as Program Director for the Stream Monitoring Program for confidential coal clients. During this period he has worked with the client to manage the growth and expansion of the stream monitoring pilot program to the current multi-mine, diverse and complex regulatory compliance program. Pete received the majority of his management training during his 24-year tenure with CONSOL Energy.



Appendix C

HMM Project Briefs



Cirrus - Wetland Delineation and Stream Classification

Location

Brockport, Elk County, Pennsylvania

Client

Confidential Land Development Client

Services

Wetland & Stream Delineation Habitat Identification GPS/GIS Mapping Assessment Report

Project Description

Hatch Mott MacDonald (HMM) was selected by the client to provide ecological services for a preliminary feasibility study for an approximately 1, 115 acre land development project. The project goal was to delineate and map stream and wetland features as well as identify and map the extent of forested riparian floodplain / wetland habitats within the contiguous tract of land. Final site plans and designs were to be reliant on the outcome of stream and wetland delineations and habitat identification.

Streams and wetlands were delineated following methodology and criteria established by the U.S. Army Corps of Engineers. HMM Scientists swept the entirety of the project location identifying wetland and stream resources. Wetland features were mapped as geometric polygons while streams were mapped in a linear manner, charting the extent of individual streams and connected watersheds. The compiled data would then be used to map the hydrologic connectivity between proposed upland development areas, streams, and associated wetlands with the intention of creating sustainable and low impact land development plan. Riparian floodplain areas containing numerous and

extensive wetlands were present within the project area. These areas were identified and designated with high importance for incorporation into the overall project scope.

A database was compiled and the field data was analyzed utilizing ArcGIS software to compare delineated resources against the proposed development and land use.







Maurin Mine Fire and Portals

Location

Marion and Monongalia Counties, WV

Client

West Virginia Department of Environmental Protection

Project Type

Abandoned Mine Land Design

Services

- Surveying
- Geotechnical
 Investigations
- Mapping
- Reclamation Design
- Construction Plans and Details
- Construction Specifications
- Engineering Cost Estimate

Project Description

Hatch Mott MacDonald was retained by the client to provide an engineering design package for the reclamation and remediation of an abandoned deep mine and surface facilities in Marion and Monongalia Counties, West Virginia. The project consisted of engineering services to mitigate problems associated with abandon mine lands. The problems specifically addressed at this project included adding seals and bat gates to multiple horizontal mine openings, designing drainage channels to treat water runoff and prevent any further surface erosion, remediation of AMD seeps, trash and structure removal, and soil amendments to coal spoil areas to promote native, vegetative growth. During a field investigation, HMM also found an opening in the stream bank that

diverted the stream into the mine. HMM proposed a design to seal this opening and prevent future problems at this site or at the discharge

site.





Hub III - Post Construction Wetland Revegetation **Monitoring**

Project Description

Hatch Mott MacDonald (HMM) was retained by the client to provide environmental consultation after the reclamation of wetlands on gas pipe line right-of-way. The goal of the post-construction monitoring program is to assess the adequacy of wetland restoration through the documentation of plant cover, distribution and species composition of plant communities in specific wetland types that were impacted by pipeline construction. HMM wetland scientists conducted the post-construction wetland monitoring fieldwork annually. Data from the disturbed portions of the wetlands were compared with equivalent plant communities in adjacent, undisturbed portions of the same wetland. Paired plots were established for each of the approximately 13 wetlands included in the monitoring program. The paired plots were designed to compare off-right-of-way (i.e., undisturbed by construction) wetland vegetation communities to adjoining portions of that community that were impacted by pipeline construction. Where adjoining undisturbed wetlands were not readily identified, a similar type of representative wetland was located nearby and used as a reference "undisturbed by Project construction wetland". All but two wetlands attained

revegetation status commensurate with the regulatory agency guidelines after three years. Remediation plans were developed for the two remaining wetlands.



Location Waynesburg, Greene County, PA

Client Confidential Gas Client

Services

Wetland Delineation Mapping Assessment of Wetland **Revegetation Success** Assessment Report



Pendleton Creek Strip

Project Description

Hatch Mott MacDonald (HMM) was retained by the client to provide engineering design documents for the reclamation of an abandoned surface mine in Tucker County, WV. Pre-law mining activities intercepted Pendleton Creek and has forced the stream flow to be directed into an abandoned deep mine complex that lies under the community of Thomas, WV. The introduction of this flow is causing deterioration of the coal pillars that support the mine roof and is also generating acid mine drainage (AMD) on the waters of the Blackwater River. Portions of the un-reclaimed surface mine are also generating AMD throughout the project site.

Pendleton Creek is a pristine, Tier III stream which flows southward for less than 2 miles before entering Pendleton Lake in Blackwater Falls State Park. Blackwater Falls is one of the most popular of West Virginia's thirty-four state parks, with Pendleton Lake being one of its many attractions. This lake is used for recreation by thousands of visitors each summer, and much of the land between the project's construction limits and the lake is U.S Fish and Wildlife designated wetlands.

HMM's work included all design documents necessary for construction and the project specific Corps of Engineers permits. Portions of the highwall were reclaimed to provide positive drainage of surface waters. Two separate streams were designed utilizing natural stream design techniques and geosynthetic liners to control losses and maintain stability. Regrading was proposed for selected portions of the abandoned surface mine to reduce the impact of AMD. All disturbed areas were revegetated using ARRI reforestation procedures and native species. The Pendleton Creek Strip project has been selected as the "Excellence in Reforestation" regional award winner for 2011. Also, the Pendleton Creek project has been nominated for the Office of Surface Mining National Reclamation Award, to be determined in the fall of 2012





Location

Tucker County, Thomas, WV

Client

West Virginia Department of Environmental Protection

Services

Surveying Geotechnical Investigations Mapping Reclamation Plan Natural Stream Design ARRI Reforestation Construction Plans and Details Construction Specifications Engineering Cost Estimate



Appendix D

Signed CRFQ Contract Documents

EXHIBIT A CRFQ # ADJ160000021

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO CONDUCT AN INVASIVE SPECIES INVENTORY AND ASSESSMENT AND TO UPDATE PLANT COMMUNITY MAPPING DATA, ON CAMP DAWSON ARMY TRAINING SITE AT KINGWOOD, WV

BID FORM

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the required qualifications and the mandatory requirements of the Project with regards to the deliverables and associated timelines, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

BIDDERS COMPANY NA	AME:Hatch Mott MacDonald, LLC
VENDOR ADDRESS:	12 Rousch Drive
	Morgantown, WV 26501
_	
TELEPHONE:	304-212-4390
FAX NUMBER:	724-873-9116
E-MAIL ADDRESS:	jeremiah.cline@mottmac.com

CONTRACT TOTAL BID:

	Ninety Thousand Dollars	
(\$_	90,000.00) ***(Contract bid to be written in words and numbers.)

The contract will be awarded to the Bidder with the lowest contract total bid meeting all of the specifications. Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any bid, or bids, and to reject any and all bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the bidding documents; to reject any conditions of the bid by the Bidder that is any way inconsistent with the requirements, terms, and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular.

-			
Failure to use	this bid form may result in bid disqualification?		
	ALTAI		
SIGNATURE:	Shot Ala	DATE: <u>May 3, 2016</u>	
	Storker P. Balan DE		
NAME:	(Please Print)		
TITLE:	Senior Vice President		



State of West Virginia Request for Quotation

Pro	Proc Folder: 205124							
Do	Doc Description: ADDENDUM 2 INVASIVE SPECIES SURVEY- CAMP DAWSON							
Pro	c Type: Central Purcha	ase Order						
Date Issued	Solicitation Closes Solicitation No Version							
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BID CLERK					
DEPARTMENT OF ADMINISTRATION					
PURCHASING DIVISION					
2019 WASHINGTON ST E				15	
CHARLESTON	WV	25305			
US					

VENDOR Vendor Name, Address and Telephone Number:

Hatch Mott MacDonald, LLC Attn: Jeremiah C. Cline, PE 12 Rousch Lane Morgantown, WV 26501 304.212.4390

FOR INFORMATION CONTACT THE BUYER				
Crystal Rink				
(304) 558-2402				
crystal.g.rink@wv.gov				
Similar Atol	EEIN #	22-3831806	DATE	5 3 2016
Signature x / V U / / / / / /	FEIN#	22-3031000	DATE	0.0.2010
All offers subject to all terms and conditions contained in this	solicitation			
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ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA ARMY NATIONAL GUARD'S CAMP DAWSON ARMY TRAINING SITE'S ENVIROMENTAL OFFICE, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE FOR ALL PROFESSIONAL, TECHNICAL, PERSONNEL, LABOR, FACILITIES, EQUIPMENT, MATERIALS, TRANSPORTATION, AND SUPPLIES NEEDED FOR AN INVASIVE SPECIES INVENTORY AND ASSESSMENT AND UPDATE OF THE PLANT COMMUNITY MAPPING AT CAMP DAWSON PER THE ATTACHED.

CE MANAGER	
TRAINING SITE	
WV	26537-1077
Unit Price	Total Price
	CE MANAGER TRAINING SITE WV

Comm Code	Manufacturer	Specification	Model #	
77111507				

Extended Description :

Invasive Species Survey Inventory and Assessment, and Update of the Plant Community Mapping Data per the attached specifications.

 SCHEDULE OF EVENTS

 Line 1
 Event VENDOR QUESTION DEADLINE
 Event Date 2016-04-15

	Document Phase	Document Description	Page 3
ADJ160000021	Final	ADDENDUM 2 INVASIVE SPECIES	of 3
		SURVEY- CAMP DAWSON	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ADJ1600000021

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)

D	()	Addendum No. 1	[]	Addendum No. 6
[)	()	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	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.

Hatch Mott MacDonald, LLC
Company
Stephing Jolen
Authorized Signature
May 3, 2016
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

CERTIFICATIONAND SIGNATURE PAGE

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.

Hatch Mon MacDonald, LLC

(Company) <u>Stephen B. Polen, PE;</u> Senior Vice President (Authorized Signature) (Representative Name, Title)

<u>412-497-2950</u> <u>412-497-2901</u> May 3, 2016 (Phone Number) (Fax Number) (Date)

Revised 10/27/2015



Exceptions to Terms and Conditions May 3, 2016 Proposal ENR050P00KM01

Hatch Mott MacDonald (HMM) is well-suited and has the expertise to perform the Invasive Species Survey for the State of West Virginia. However, there are some terms and conditions that we wish to discuss with the Purchasing Division. The following list details the areas that, due to our legal standards at HMM, we take exception to. In general these exceptions are minor, and we believe that we can come to mutual agreement with the West Virginia Purchasing Division representatives. The following points are numbered and identified as they appear in the purchasing document "General Terms and Conditions

- 1. Point 26 calls for "warranties of merchantability and fitness for purpose." This point does not apply to professional services, and we request that it be excluded.
- 2. Point 26 also requires that the goods and/or services are free from defect in material and workmanship. This does not apply to professional services.
- 3. Point 36 Indemnification is not tied to the contractor's (consultant, vendor) negligence, and we believe that it should be.
- 4. We would also like to discuss limitation of liability, waiver of consequential damages, and jury waiver.

If Hatch Mott MacDonald is awarded the project, we respectfully request the opportunity to discuss our exceptions to the Terms and Conditions as listed above.

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:

City of Pittsburgh, Allegheny County My Commission Expires March 3, 2020 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:	11	
Vendor's Name: Hatch Mott MacDonald, LLC	11	
Authorized Signature:	the	Date:
State of Pennsylvania		
County of Allegheny, to-wit:		
Taken, subscribed, and sworn to before me this $\underline{3}$ d	ay of <u>May</u>	, ₂₀ <u>16</u> .
My Commission expires <u>March 3,</u>	, <u>20</u>	
AFFIX SEAL HERE	NOTARY PUBLIC _	melissa S. Root
		Purchasing Affidavit (Revised 07/01/2012)
COMMONWEALTH OF PENNSYLVANIA		
NOTARIAL SEAL Melissa S. Root, Notary Public		



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOD CERTIFICATE DOES NOT AFRIRMATIVELY OR NEGATIVELY AMEDNO, EXTEND OR ALTER THE COVERAGE AFFORDED BY TH BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUEROGATION IS WAIVED the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer certificate holder in law of such andorsement(s). IMPORTANT. If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer certificate holder in law of such andorsement(s). PROUCCER Important and conditions of the policy, certain policies may require an endorsement. A statement on this certificate (BBP) the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate (BBP) PO, Box 305191 Number 2. Number 2. Important and the policy of the Midwest insurance Company Hatch Mott MacDonald, LLC 111 Wood Avenue South Iselin, NJ 08330-4112 Important and the Midwest insurance Company of the Midwest insurance Co	SHETTYSHT MM/DD/YYYY) 2/2015)1 S DATE (M	смот-01	натс	JRANC	TY INSI		FIF I	R	CE	ORD	ĄĆ
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For Information Purposes Only

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POLICY NUMBER: 630-9B510634-COF Effective: 6/30/2015-6/30/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 30

Number of days Notice: 30

PROVISIONS:

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- **B.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.



POLICY NUMBER: 13 UEN VY8062 Effective: 6/30/2015 - 6/30/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- **B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Form IH 03 13 06 11



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

 Policy Number:
 13WBBY3692

 Effective Date:
 6/30/2015

 Effective hour is the same as stated on the Information Page of the policy.

 Named Insured and Address:
 HATCH

 MACDONALD
 GROUP

111 WOOD AVENUE SOUTH ISELIN NJ

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Form WC 99 03 94 Printed in U.S.A.

Policy Number #B080120388P15 Effective: 6/30/2015

Endorsement No 6

CANCELLATION

If the **Company** cancel this policy prior to its expiry date by notice to the **Insured** for any reason, the **Company** will send written notice of cancellation to the persons or organisations listed in the schedule to be created and maintained by the **Insured** (the "Cancellation Notice Schedule") at least 30 days prior to the cancellation date applicable to the policy. This notice will be in addition to any notice to the **Insured**.

The **Insured** will provide an updated copy of the Cancellation Notice Schedule to the **Company** on a monthly basis.

The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organisation(s) named in the Cancellation Notice Schedule in the event of a pending cancellation of coverage. The **Company** has no legal obligation of any kind to any such person(s) or organisation(s). Any failure to provide advance notice of cancellation to the person(s) or organisation(s) named in the Cancellation Notice Schedule will impose no obligation or liability of any kind upon the **Company**, will not extend any policy cancellation date and will not negate any cancellation of the policy.

The **Company** are not responsible for verifying any information in any Cancellation Notice Schedule, nor is the **Company** responsible for any incorrect information that the **Insured** may use.