

*DRAFT PROPOSAL FOR EXPRESSION OF INTEREST*

**ENGINEERING SERVICES SPECIFIED:**

Buyer: G.A. Covey Engineering, PLLC.  
Solicitation No.: CEOE 0310 DNR1600000021  
Bid Opening Date: June 16, 2016  
Bid Opening Time: 1:30 PM, EST.  
Fax No.: (304) 750-2204

*Prepared for:*

Guy Nisbet  
2109 Washington Street, East  
Charleston, WV 25305  
&  
Division of Natural Resources  
324 4<sup>th</sup> Ave.  
South Charleston, WV 25303

*Prepared by:*

*Theodore Zarus*

G.A. Covey Engineering, PLLC  
Contact: Mr. Gary Covey, P.E. & Principal

06/15/16 09:11:29  
WV Purchasing Division

*June 10, 2016*

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*Prepared by:*

*Theodore Zaras*

G.A. Covey Engineering, PLLC  
394 West Main Street  
P.O. Box 185  
Sutton, WV 26601  
Contact: Mr. Gary Covey, P.E. & Principal (304) 750-2203

***June 10, 2016***

## **Executive Summary**

G.A. Covey Engineering, PLLC would like to submit this proposal to the Division of Natural Resources (WVDNR). We hope you consider us for this project as we are excited and committed to provide the services necessary for the replacement of the current wastewater treatment plant.

Over the years G.A. Covey Engineering, PLLC has branched into all the major disciplines associated with Civil Engineering including the wastewater discipline. Additionally, our firm has completed a number of similar projects in the past.

Our firm realizes the growing expenses of wastewater treatment plant projects. Our experience in providing these services will result in the successful completion of the Watoga State Park's Riverside Campground wastewater treatment plant replacement project. As part of our company's philosophy we strive to keep our costs down to better serve the State of West Virginia and the local communities. The central location of our office is within a 100-mile radius of all major sites in West Virginia including your project's location.

Some of our regular clients include Boord, Benchek, & Associates, Inc., Braxton County Recreation Development Authority, Chesapeake Energy, Cross Roads Development, Flatwoods Canoe Run PSD, Gilmer County Development Authority, Go-Mart, Inc., Grenadier Energy, Mountain Cap, City of Richwood, Southern Appalachian Labor School, Tara Retail Group, and the WVDEP.

Our firm's staff brings over 50 years of combined engineering experience to your project. At G.A. Covey Engineering, PLLC we are motivated and would love the opportunity to surpass your expectations in completing your project from start to finish. We sincerely appreciate this opportunity to submit our proposal for consideration. Thank you very much for your time in reading this proposal and we would be happy to respond to any questions you may have anytime.

Again thank you and have a great day!

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## **Background**

G.A. Covey Engineering, PLLC is a full service consulting civil engineering, testing, inspection, and analytical services company. In regard to the Civil Engineering disciplines, we are knowledgeable in construction engineering, environmental engineering, geotechnical engineering, hydrology, surveying, and wastewater engineering. Our firm is also experienced in mining practices. G.A. Covey Engineering, PLLC was established in 1991 by Gary Covey, who is a registered professional engineer and surveyor. We currently service West Virginia, Ohio, Pennsylvania, Maryland, and Virginia from our central location of Sutton, West Virginia.

G.A. Covey Engineering, PLLC provides preliminary engineering studies and civil site designs for all aspects of our projects. These designs have given us opportunities to work closely with local, state, and federal agencies. Our firm performs permitting, applications, and submittals for our clients during both pre and post construction. Additionally, we provide construction site plans with all necessary specifications to exhibit construction bids for all of our projects. Our firm also performs construction bid estimations to ensure the project is worthy of soliciting bids. We perform material/soil and concrete testing using our state certified construction inspectors. We offer quality control and observational inspections. Our staff is skilled in relevant environmental studies such as, leachate assessment, wetland delineation, and soil and groundwater sampling. We perform all of our geotechnical services at our central office, we eliminate the need to subcontract for core drilling, material testing, and slope stability analysis. We survey projects relating to boundary, construction, ALTA, ASBUILT, and flood elevation certificates. Our firm has performed and designed several waterline extension projects and wastewater treatment plants. In addition, our administrative team assists with bidding and plan preparation.

## Proposal Statement

G.A. Covey Engineering, PLLC understands that the project entails replacing the existing wastewater treatment plant located at the Watoga State Park specifically the riverside campground's wastewater treatment plant. With this, we understand that the new wastewater treatment plant will provide an integral service to the operation of the park. We also understand the need for the plant to function efficiently with the existing facilities. As noted in the project specifications the agency would like to consider alternative technologies regarding how their waste is treated. This will be one of our many focuses to insure the agency's needs and considerations are met. Therefore, the new treatment plant will need to be constructed in a cost effective manner and be compatible with the existing construction and facilities. Our approach includes the following key elements which are implemented in our work plan:

- Establish and communicate project goals;
- Hear the concerns, needs, goals, and priorities of the project team;
- Respond through design wherever possible;
- Consistently apply overall project goals;
- Work closely with the project team to solicit decisions and disseminate information regarding decisions.

Our method for building cooperation among our design team follows our approach to consensus building. Communication is the key. We start by clearly identifying the chain of command and informing our design team of the project goals, issues, and constraints. Once they have immersed themselves in the project information we establish regular meetings/work sessions with all concerning parties for the duration of the project. These sessions create a forum for open dialog between disciplines which enhances coordination as well as understanding of the varying needs of each discipline.

In order to ensure an orderly management structure we propose starting the project with a verbal forum where the design team can listen to concerns, goals and ideas. This process ensures that the design team starts the project with a clear understanding of your goals and your aspirations, while ensuring that the program document reflects actual needs and does not become overly complex or expensive. Communication is the key to quality. It has been our experience that frequent, direct contact between the design team, owner, and user groups facilitates the interpretation of drawings and resolution of questions, as well as promotes clear understanding of what the project entails. It is for this reason that we strongly encourage the use of consistent weekly design and construction coordination meetings.

We anticipate that there will be times when on-site meetings will be both necessary and advantageous to the success of the project. We will provide on-site visits and meetings as appropriate for the project. Our approach to this project is to provide an experienced design team that is able to provide an efficient, functional treatment plant that is both economical to construct and operate.

### ***Pre-Design:***

We propose to meet with you and the Municipal staff at the Watoga State Park as part of the start to your project. The agenda for the meeting will include confirmation of the building program, review of the proposed site and existing structure, and review of all documents regarding to this project. We will gather data of the existing facilities, the proposed site and available utilities. We will explore options for the design of the replacement wastewater treatment plant. The goal is to reach consensus on the features for the project and the preferred approach to the site and treatment design.

### ***Design:***

Based on the pre-design program and preferred development direction we will proceed in development for 65% of the design and 100% of design calculations. From the pre-design meeting and from gathered research will we be able to provide the required population and wastewater loading information in order to establish the

regulatory and the owner criteria for the plant's performance. Additionally, a process flow diagram and the land/area requirements will be addressed during this stage of the design. The 65% design documents will include a general arrangement of the process units (site layout), plant hydraulic profile, location of non-process buildings, soil, and structural analyses for process units, foundation design, tank design, and instrumentation and control system design. During the design process we will meet with you at a time/place at your best convenience where we can share graphic and computational information and discuss the project as to date. This will enable participation in the development for 65% of the design to assure that the goals of the project are being met during this initial design phase. During this meeting alternate designs will be identified. After this meeting the 65% design documents will be prepared for our staff to provide a cost estimate for each of the design option(s). The cost estimate usually takes about a week to prepare. As soon as it is available it will be presented to the design staff to complete the 65% submittal. An additional meeting will be scheduled to review the 65% design with the calculations and estimate.

***95% Design:***

This phase is a preliminary final design and will provide you with a preview of the final documents. As part of the 95% design, the 65% design will be further developed and titled preliminary final design. It is also here that a second cost estimate can be prepared if desired, however, for this relatively small project it may not be necessary assuming that there are few changes from the 65% estimate. We will schedule a meeting to discuss any comments or questions.

***Final Design:***

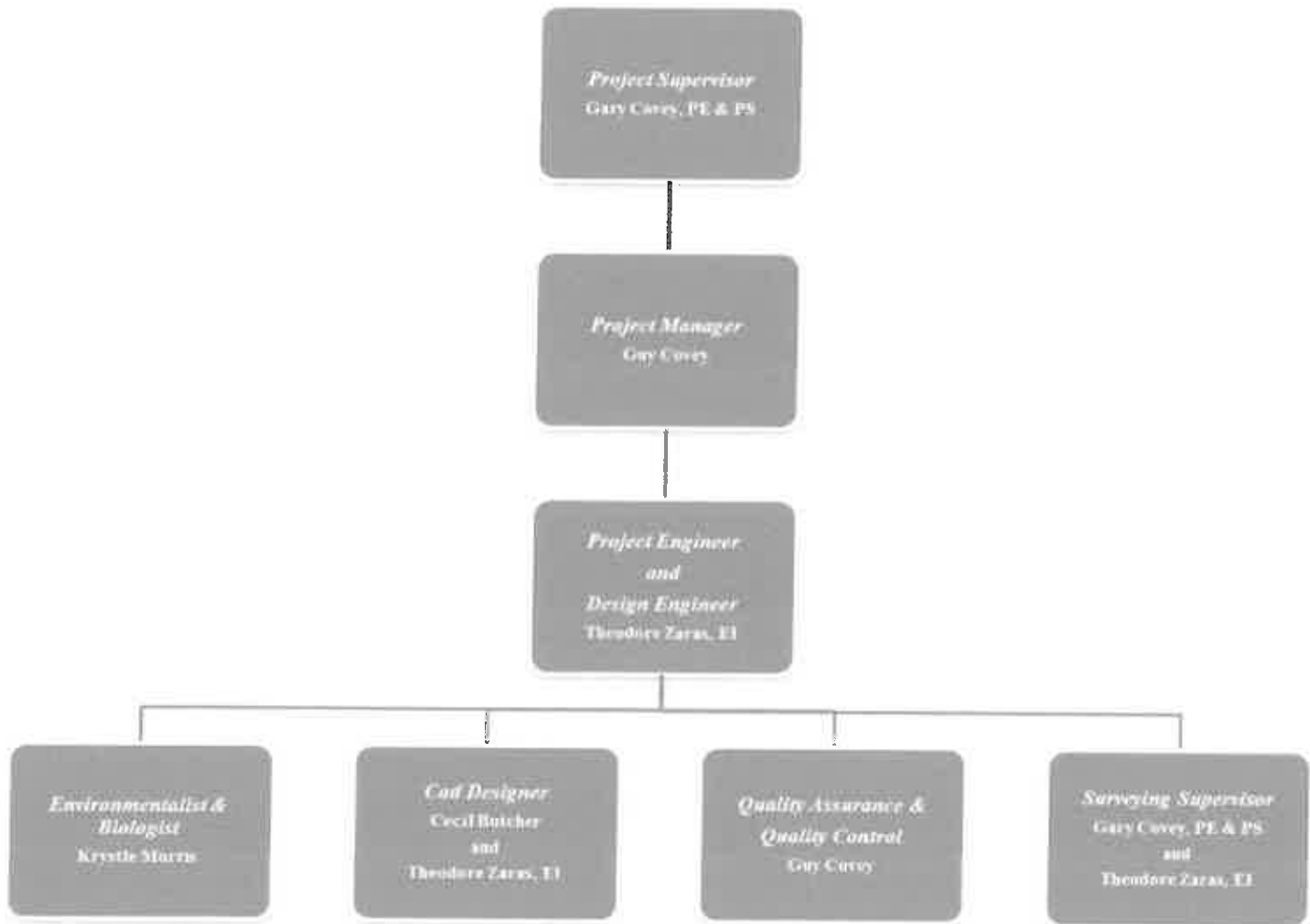
Following the 95% review and our internal quality assurance process we will prepare the final design documents which will incorporate any changes or additions to the 95% design and will include coordination with the municipal bidding and contract documents. The documents will be sealed and signed by the registered professional in responsible charge of each discipline.

***Additional Services:***

If desired we can provide services during the bidding and/or construction phases of the project. These can include assisting with all applicable State and Federal permits. We can also assist in the bidding process by participating in a pre-bid conference, addressing bidder questions and preparing addenda if needed. If services during construction are desired we can review product submittals for compliance with the design documents, conduct on-site observations of the construction progress, provide site construction layouts for the contractor, participate in progress meetings with the Contractor, respond to requests from the Contractor for clarification of the documents or additional information and review the Contractor's payment requests.

## Proposed Management Plan

The staff at G.A. Covey Engineering, PLLC will use their expertise in Auto CAD, civil engineering, drafting, environmental protection, floodplain analysis and proofing, hydrology, permitting, projected cost estimations, site designs, soil engineering, surveying, water and sewer designs, and wastewater treatment plant designs. Figure 1 outlines our proposed management plan. Please refer to Appendix B for a resume for each team member shown in Figure 1.



**Figure 1: Proposed Management Plan**



## Project Portfolio

G.A. Covey Engineering, PLLC has designed several wastewater treatment plants over the years. Most recently for this year we have provided services such as boundary/property surveys, compaction testing, concrete testing, construction asbuilts, construction layouts, foundation designs including piling foundations, foundation studies and assessments, geotechnical subsurface investigations, mortgage surveys, and retaining wall design. The following is a list of our major projects that possess similar attributes or services necessary for your project. All of our projects listed below met the client's budget and in many instances we were able to save our clients time and money while still maintaining quality at the time of completion.

### ***Boord, Benchek & Associates, Inc.***

We have performed over 20 geotechnical subsurface investigations in the past 3 years for this firm. Our investigations assess the design feasibility of well pads for several different energy companies. Our geotechnical reports include slope stability.

*Client: Ernie Benchek of Boord, Benchek & Associates, Inc.*

*Phone: (724) 746-1055*

### ***Braxton County Recreation Development Authority – Sutton, West Virginia***

We provided all preliminary water, sewer and site development.

*Client: Bradley Meadows*

*Phone: (304) 364-8284*

### ***Carson One Mining – Adrian, West Virginia***

Our firm provided the engineering design, mine planning, refuse design, hydrology and drainage design, certifications, and permitting. Permitting included the WVDEP agency.

*Client: Jaime Bragg of Carson One Mining*

*Phone: (304) 472-3364*

### ***Chesapeake Energy and Grenadier Energy Corp***

We provided site designs, permitting, construction inspections, floodplain analysis and proofing, wetland delineations, wetland relocation design, and geotechnical assessments for the design and construction of water reservoirs larger than 32,000 cubic yards for well drilling operations. Permitting included agencies such as the NPDES, Army Corp of Engineers, EPA, and WVDEP.

*Client: Chesapeake Energy*

*Phone: (304) 517-1416*

*Client: Grenadier Energy*

*Phone: (281) 907-4120*

### ***Crossroads Development – Beckley, West Virginia***

For the crossroads development project our firm provided the site design, water and sewer design, floodplain analysis and proofing, permitting, and construction inspection services. Permitting included agencies such as the NPDES, WVDEP, and WVDOH.

*Client: Rodney LeRose*

*Phone: (304) 872-5555*

### ***Elk View Crossing – Elk View, West Virginia***

We provided the water, sewer, and site designs as well as permitting and construction inspections.

*Client: Bill Abruzzino of Plaza Management, LLC*

*Phone: (404) 787-1170*

### ***Flatwoods Canoe Run, PSD – Sutton, West Virginia***

For the 5 mile Burns Run, 6 mile Harper Ridge, and 6 mile Berry Fork waterline extensions our firm provided the site designs, site planning, and construction inspections.

*Client: Rodney Pritt*

*Phone: (304) 765-2197*

***Industrial Park – Glenville, West Virginia***

Our firm provided the site designs, site planning, and construction inspections.

*Client: Gilmer County Commission*

*Phone: (304) 462-7470*

***Go-Mart, Inc. – Weston, Princeton, Lewisburg, Fairmont, Elkview, Williamstown, etc.***

For our various Go-Mart, Inc. projects our firm has provided site design, sewer and water designs, surveying, floodplain analysis and proofing, permitting, construction inspections, wetland delineation, and geotechnical drilling and site assessment. Permitting included agencies such as the NPDES, WVDOH, and Army Corp of Engineers.

*Client: Go-Mart, Inc.*

*Phone: (304) 364-8000*

***Monitoring of Groundwater – Northern West Virginia***

Our firm in a joint venture with Reliance Laboratories monitored and collected groundwater samples from wells on several landfills in West Virginia. Such landfills included Clarksburg, Elkins, Hampshire County, Marion County, Morgantown, Monongalia County, Nicholas County, Webster County, and etc.

*Client: WVDEP*

*Phone: (304) 926-0440*

***Mountain Cap – Weston, West Virginia***

For the Mountain Cap low income housing project our firm provided the site design, surveying, floodplain analysis and proofing, and permitting. Permitting included agencies such as the NPDES, WVDEP, and WVDOH.

*Client: Mountain Cap of West Virginia*

*Phone: (304) 765-7738*

***Rowan Trailer Park Treatment Plant – Sutton, West Virginia***

For the Rowan Trailer Park project our firm provided the wastewater treatment plant design, surveying, permitting, and inspections.

*Client: Everett L. Rowan*

*Phone: (304) 762-2465*

***Southern Appalachian Labor School – Fayette County, West Virginia***

For the Southern Appalachian Labor School low income housing project our firm provided the site design, floodplain analysis and proofing, permitting, wetland delineation, and construction services on a management basis. Permitting included agencies such as the NPDES, WVDEP, WVDOH, and Army Corp of Engineers.

*Client: Mark Preast*

*Phone: (304) 779-2772*

***West Walnut Street Soldier Pile Retaining Wall – Nicholas County, West Virginia***

For the West Walnut Street soldier pile retaining wall project our firm provided all of the design. This project is currently being prepared to solicit bids.

*Client: City of Richwood*

*Contact: Robert Dooley*

*Phone: (681) 355-3616*

*Contact: Robert Johnson*

*Phone: (304) 651-5925*

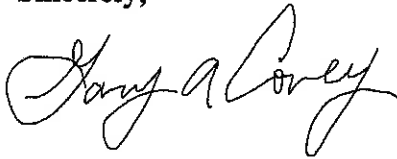
## Conclusion

We hope that you consider our firm as we are very excited and committed in providing engineering services in order for you to facilitate a wastewater treatment plant replacement at the Watoga State Park specifically the riverside campground. At G.A. Covey Engineering, PLLC, we view this project as an opportunity to provide a service to our state and the local communities of West Virginia. We pride ourselves in building positive working relationships with our clients. These relationships have remained strong and have attributed to our repeat business.

Thank you very much for your time in reading this proposal and we would be happy to respond to any questions you may have anytime.

Again thank you and have a great day!

Sincerely,

A handwritten signature in cursive script that reads "Gary A. Covey". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Gary Covey

## **Appendix A: *Engineering Services Offered***

### **Civil Engineering**

#### **❖ *Geotechnical Engineering***

- Landslide Evaluation and Remediation
- Slope Stability
- Groundwater and Seepage Investigations
- Shallow and Deep Foundation Studies and Designs
- Karst Region Investigations
- Retaining Wall Evaluation and Design
- Surface and Subsurface Investigations
- Core Drilling
  - Soil Testing Borings
  - Rock Corings
  - Auger Borings
  - Shelby Tube (Undisturbed Sampling)
  - Coal Exploration Borings
  - Coal Refuse Drilling and Refuse
  - Piezometer Installation
- Soil Classification
- Aggregate Analysis

#### **❖ *Environmental Engineering***

- Underground Storage Tank
- Wetland Delineation
- Permitting and Regulatory Compliance
  - NPDES
  - WVDEP
  - Army Corps of Engineers
  - Clean Air Act
  - Storm Water Pollution Prevention Plans
  - WVDOT
- Oil and Gas Related Environmental Services
- Laboratory Testing
- Ecological Services
  - Wetland Delineation
  - Wetland and Stream Mitigation
- Air Quality (Indoor)
  - Asbestos Surveys
- Waste Management
  - Site Characterization
  - Surface Water Drainage Design
  - Groundwater Monitoring Design
  - Closure Design
  - Slope Stability Analysis
  - Post-Closure Services
  - Borrow Area Investigations/Evaluations
  - Leachate (Collection) Investigations ~ Evaluations ~ Design
  - Water Treatment Stations

❖ ***Construction Engineering***

- Earthwork Analysis
- Site Development
- Site Grading
- Roadway Design
- Site Layout
- Construction Inspections
- Material Testing
  - Compaction Testing (Certified WVDOH)
  - Aggregate Testing (Certified WVDOH)
  - Concrete Testing (Certified WVDOH)
- Construction Management
- Quality Control

❖ ***Surveying***

- Highway Right of Way Surveys
- As-built Surveys
- Construction Surveys
- Boundary Surveys
- Subdivision Surveys
- Topographic Surveys
- Volumetric Surveys
- Oil and Gas Surveys
  - Well Plotting
- Mortgage Surveys
- ALTA Surveys
- ACSM Surveys
- Accident Surveys
- Flood Zone Surveys
- Flood Plain Surveys
- FEMA Flood Elevation Certifications
- Quantity Determination Surveys
  - Stockpiles
  - Bulk Excavation
- Timber Volume Estimates
- Mining Surveys
- Quarry Surveys
- Environmental Surveys
  - Wetland Delineation Location

❖ ***Oil and Gas Industry***

- Preliminary Studies
- Permitting for all state and federal agencies
- Surveying
- Well Site Design
- Hold Pond Design
- Well Stake-out
- Environmental Assessment
- Pit Treatment and Discharge
- Water Sampling
- Reclamation

- Dike Construction
- Well Setup

❖ **Laboratory Testing**

- Aggregate Gradations
- Moisture Content
- Moisture-Density Testing
  - 5 Point Proctor
    - ASTM D-698
    - ASTM D-1557
- Soil Classification
  - Atterberg Limits
    - Liquid Limits (LL)
    - Plastic Limits (PL)
    - Plasticity Index (PI)
  - Grain Size Distribution
- Specific Gravity
- Soil pH
- Compliance Monitoring
  - Drinking Water
  - Groundwater
  - Surface Water
  - Soils
- Sampling Services
  - Groundwater Monitoring
  - Courier Services
  - Sampling Gathering
- Analytical Services
  - Organic chemicals
  - Nutrients
  - Salts
  - Trace Pollutants
  - Microbiological Contaminants
- Compressive Strength Testing
  - Concrete Cylinders
  - Grout Cubes
  - Grout Prisms
  - Mortar Cubes

**Appendix B: *Resumes***

**Gary A. Covey, RPE, PLS**

**Registered Professional Engineer and Land Surveyor**

Office: (304) 750-2203

Cell: (304) 860-5751

[gary.covey@coveyengineering.com](mailto:gary.covey@coveyengineering.com)

**Summary of Qualifications:**

- Registered Professional Civil Engineer with proven experience in civil, mining, and environmental engineering.
- Knowledgeable in all phases of construction site design, soils analysis, drainage design, slope stability analysis, mine, oil, natural gas, and highway permitting, construction inspection and management, sewer and waterline design and permitting, and wetlands and stream analysis and mitigations.
- Ability to provide practical and innovative solutions to site design and permitting problems in the mining and construction industries.
- Seasoned project design and management skills in planning, supervision, budgeting, construction estimating and report preparations.
- Adept at communications and regulatory liaison activities for project resolutions and remediation.
- License Professional Surveyor involved with construction activities as well as private properties and boundary disputes.
- Licensed Professional Engineer in West Virginia, Pennsylvania, and Ohio.

**Technical Expertise:**

- Civil Engineering design planning permitting and storm water design and permitting in the highway and commercial development industries.
- Mining engineering planning design and permitting for underground and surface mining operations throughout West Virginia since 1977.
- Planning and managing exploration programs for coal, gas, and aggregates.
- Project design for highways mining, and commercial developments.
- Construction management, and quality control testing on major highways, commercial developments, landfills, bridges, and waterline construction
- Construction estimates and bidding in the construction industries.
- Wetlands studies and construction remediation.
- Stream relocation and remediation.
- Water collection and acid mine water treatment design and monitoring on Mining Sites.

**Technical Expertise Continue:**

- Mine reserve analysis and studies for coal acquisitions and developments.
- Interpretation and clarification of Federal and state mining and environmental regulations.
- Professional Land Surveyor involved with construction surveying and layout.
- Boundary surveying and property line disputes.
- Resolving boundary issues between land owners.
- Aerial mapping coordination and acquisition.
- GPS surveying and control.
- Hydrological analysis and drainage design on construction and mining projects
- Drainage and structural fill construction certification for state and federal requirements.



**Career Progression:**

- **G. A. Covey Engineering, PLLC** 1991- Present  
Gassaway, WV  
**Position:** Owner Operator, Professional Engineer and Land Surveyor. Civil and Mining Engineering, surveying and permitting throughout West Virginia.
- **Oneida Coal Company**  
1988-1991  
**Position:** Chief Engineer, Mine planning and permitting, reserve studies and coal analysis for mining activities.
- **Monongahela Power Company** 1985-1988  
**Position:** Engineering Technician, Transmission and distribution electrical line design, inspection, planning, construction estimation and budgeting.
- **Brackenrich and Associates:**  
1977-1985  
**Position:** Engineering Technician preparing mine and oil and gas permits throughout West Virginia.

**Education:**

Bachelor of Science Degree Civil Engineering, West Virginia University

Army Corp. of Engineers Wetlands Delineation and Management Program Certification

West Virginia Department of Highway Certified Soils, Asphalt, Aggregate and Concrete Technician for material control and testing on highway projects in WV

## ***Guy Covey***

### ***Project Manager and Construction Inspection Supervisor***

*Office: (304) 750-2203*

*Cell: (304) 860-5751*

*guy.covey@coveyengineering.com*

#### **Summary of Qualifications:**

- Project manager for several Marcellus Shale Well Legs, Well Pads, and Fresh Water Impoundments.
- Worked closely with the client and DEP to provide construction plans and permits that meet all of the current needs and requirements.
- Construction inspection supervisor for all types of foundation, earthwork, highway and commercial structures.
- Extensive experience conducting lab soils analysis, lab concrete strength analysis, soils compaction, asphalt compaction, concrete testing, aggregate compaction and lab analysis.
- Experienced in technical report writing.
- Proficient in reading, understanding, and implementing engineering designs
- Proficient with Microsoft Word and Excel to create daily technical reports for various projects.
- Experienced supervisor
- Ensure employees are trained and equipped with all the tools to complete their job successfully.

#### **Skills include:**

- 9 yrs as a WV State Certified Compaction Inspector
- 10 yrs as a WV State Certified Concrete Inspector
- 10 yrs as an ACI National Certified Concrete Testing Technician Grade 1
- 11 yrs Experience in Construction Inspection and Testing
- Managing the inspection, surveying, design, and permitting of commercial properties, oil and gas well pads, well legs, and fresh water impoundments
- 6 yrs as inspector supervisor; creating project specific forms and reports
- Database-backed online computer reporting
- Training and guidance of construction inspectors.

#### **Experience:**

**G.A. Covey Engineering, PLLC**

**5/2009 – Present**

**Project Manager/Construction Inspection Supervisor**

#### **Description of work performed:**

- Team manager for design engineers, surveyors, construction inspectors on various commercial, highway, and gas field construction projects.
- Directed, monitored, supervised, scheduled, and trained a large team of inspectors to monitor the construction of large scale fresh water Impoundments, slip repairs, and well pads for the gas extraction industry in state and out of state locations.
- Working with clients, engineering firms, and the environmental agencies to insure that the design and specifications were being followed and erosion and sediment implements were installed and functioning as designed.
- Managed the completion of four Marcellus well pads and three fresh water impoundments from the initial topo, through the boundary surveying, well permitting, geotechnical review, project design, and construction.

- Supervised the construction inspections of 150+ well pads and 50+ fresh water impoundments, and numerous slip repairs for the natural gas extraction industry.
- Managed 14+ construction inspectors; including the training in use of soils testing equipment, training in field reporting using computer word and excel reports (for the luxury of immediate next day review for the client and design engineer), monitoring all ongoing projects and conducting report reviews, and assisting the inspectors and contractors on in the field solutions for small issues on the job sites to continue the projects in a timely and efficient manner.
- Created an internet reporting and filing platform that can be accessible to the client and design engineer for next day review to monitor site progress and identify and correct any issues as they arise.
- Conducted the aggregate and concrete testing for a new section of heavy highway along Corridor-H.
- Testing for compaction and concrete conformance on multiple DOH bridge, roadway, water and sewer projects.
- Performed lab soils analysis, lab soils proctors, aggregate gradations, concrete strength testing, geotechnical boring analysis, and soil permeability testing.

**Experience Continued:**

**CTL Engineering**

5/2005 – 5/2009

Field and Lab Engineering Technician

**Description of work performed:**

- Performed as a field and lab engineering technician; conducting concrete testing, concrete cylinder strength testing, soils compaction testing, aggregate compaction testing and gradations, materials sampling, lab soils analysis, lab soils proctors, core borings, rebar inspections, and permeability testing.
- Conducted water, sewer, and storm line construction inspections as a third party for the Morgantown Utility Board.
- On-site Inspection of construction for upgrades to the water, sewer, and storm systems in the greater Morgantown area. Reporting directly to the design engineer and helping to provide solutions for construction issues that arose.
- Conducted soils and concrete testing, foundation inspection, and rebar inspection on numerous commercial, highway, bridge, power plant, school, and residential building projects.
- Oversaw the caisson drilling and construction for a multi-million-dollar AAA High Schools foundation. Ensuring proper rock socket depth, caisson diameter, rebar and concrete placement, proper top elevation and fully documented drill logs.
- Inspection of liner placement for water impoundments, flyash pits, and landfills. Soil permeability testing of the clay liner.
- Conducted concrete testing and rebar inspections for the construction of a slip formed 550ft scrubber stack upgrade at Ft. Martin Power Plant.
- Performed inspections of numerous soil slip repair projects, ensuring proper excavation of and placement of toe keys and slope repair.

**Experience Continued:**

**U.S. Army**

7/2000 – 8/2004

Infantryman/NCO

Combat Veteran, serving as an Infantryman in the 10<sup>th</sup> Mountain Division. Served as a non-commissioned officer, team leader, machine gunner, rifleman, and a radio operator.

- Served in Operation Enduring Freedom from 2003-2004 as a team leader, machine gunner, and radio operator. Conducted combat operations in Afghanistan.
- Served in Operation Joint Guardian - KFOR from 2001-2002 as the task force Tactical Action Center radio operator. Conducted tactical peace keeping operations with NATO in Kosovo.

- Earned the Combat Infantry Badge, Expert Infantry Badge, and Parachutists Badge along with numerous other citations.

**Education and Training:**

**West Virginia University**

**9/2004 – 5/2009**

Civil Engineering – degree not completed

- Safe Land USA Basic Safety Course (2014)
- WVDOH Compaction Inspector Certification (2006)
- WVDOH Concrete Inspector Certification (2005)
- WVDOH Aggregate Sampler Certification (2006)
- American Concrete Institute(ACI) Concrete Field Testing Technician - Grade I (2005)
- Troxler Nuclear Gauge Safety Training (2010)
- Troxler HAZMAT Certification (2010)

***Theodore R. Zaras, EI***

***Civil Engineer in Training***

*Office: (304) 750-2203*

*Cell: (304) 644-4629*

*ted.zaras@coveyengineering.com*

***Education:***

**West Virginia University**

Bachelor of Science in Civil Engineering

Overall GPA: 3.924/4.0 – Major GPA: 4.0/4.0

**Spring 2012 – Spring 2015**

**West Virginia University Institute of Technology**

Pursuing a Bachelor of Science in Civil Engineering

Overall GPA: 4.0/4.0 – Major GPA: 4.0/4.0

**Fall 2011**

**Work Experience:**

**G.A. Covey Engineering, Sutton, WV**

**May 2009-Present**

- Site inspector water impoundment pond reclamations and well pads
- Survey rodman
- Certified Soil and Aggregate Compaction Technician (2016)
- Certified Portland Cement Concrete Inspector (2011)
- Certified Aggregate Inspector (2016)
- Field inspection report writer
- Civil engineer in training, EIT (May 2015-Present)
- Geo-technical report writer
- Field engineer for soil borings
- Earthwork analysis
- Cad draftsman of survey plats
- Courthouse research
- Title search and documentation
- Sinkhole preliminary investigative writer
- Subsurface investigations
- Technical writing and proposal writer
- Foundation designer
- Foundation design study writer
- Soldier pile wall with tie backs designer

**Honors and Awards:**

West Virginia Engineering Scholarship

August 2012-2015

President's List

Fall 2011, Fall 2012, Fall 2013, Spring 2013, Fall 2014, Spring 2014, Spring 2015

Dean's List

Spring 2012

Barnes Award

Spring 2015

**Computer Skills**

Microsoft Word, Excel, Power Point, Internet Researching Skills, AUTOCAD, Revit, Carlson, Survey Pro, SMI/Eagle Point, Typing Speed – 60 wpm

***Cecil L. Butcher III***

***Project Engineer***

*Office: (304) 750-2203*

*Cell: (304) 644-7034*

*jb.butcher@coveyengineering.com*

**Education:**

**West Virginia University Institute of Technology**

**1996 – 2002**

A.S. Civil Engineering Technology

Additional Education Relating to Civil Engineering and Drafting

**Experience:**

**Britton Engineering, Inc.**

**1997 – May, 2001 (Intern) & May, 2001 – September, 2009**

**G.A. Covey Engineering**

**February 8, 2010 – Present**

**Civil Engineering Technician / Surveying**

- Building Design / Site Design / Construction Projects / Site and Grade Stakeout
- Inspection of Design and Construction Projects
- Quantity / Cost Estimates
- Project Specification / Contract Development
- Highway / Haulroad Design
- Concrete Foundation Design
- Subdivision Design
- Mine Mapping (Surface and Underground)
- Working With geographic information systems / Topographical Maps / Raster Image Underlays in AutoCAD
- Various Aspects of Surface Mine Permitting
- (i.e. prospect permits, inactive status permits, valley fills, drainage, regrade, subsidence, highwall miner hole layout and calculations, etc.)
- Survey Transitman/ Rodman (Site Grading, Cut and Fill, Building and Foundation Corner Stakeout)
- Courthouse Research and Deed Plotting
- Underground Mine Mapping / Takeup Mapping / Elevation and Control Loop Survey Check / End of Month Totals
- Grant Applications for Funding Through the West Virginia Department of Transportation / Federal ARRA Grant Applications

**Computers - Maintenance / Networking / Web Design**

- Maintaining Hardware, Software, Windows Network, and Netbuoy Office Network for Windows XP Professional, Windows 7 OS Computers, and a Windows Server 2003 OS Server.
- Simple web page design with Microsoft Publisher / Ftp site creation

**Design Software Proficiency**

- Auto CAD 2010
- Eagle Point Civil / Survey Software
- Carlson 2012 Civil / Survey / Hydrology Modules
- Microsoft Office 2007 Suite
- Photoshop
- WVDEP E-Permitting
- NIOSH Pillar Design & Spacing Software
- FileZilla FTP software

## **Projects**

### **Wyoming Co. Workshop**

- **Dust Collection and HVAC Project**
  - Design drawings, specifications, contract documents / inspections, communication with owner and contractor
- **Parking Lot Improvement Project**
  - Design drawings, specifications, contract documents / site surveys, construction stakeout, inspections, and communication with owner and contractor / drainage, grading, and paving of existing lot and expansion area

### **Summersville Memorial Hospital**

- **Water Tank Rehabilitation Project**
  - Design drawings, specifications, contract documents / communication with owner and contractor / asbestos removal, replacement of piping and boiler / application of interior / exterior paint system for 100,000 gal. pedestal water tank
- **Parking Lot Addition / Access Road / Helipad**
  - Design drawings, specifications, contract documents / site surveys and construction stakeout, inspections / designed 110 space parking lot and access roads expansion requiring 29,000 yards of control fill placement, electrical service, lighting and construction of new helipad / communication with owner and contractor, West Virginia Department of Transportation, and Federal Aviation Administration

### **Fenwick Mountain P.S.D.**

- **Water Tank Rehabilitation Project**
  - Design drawings, specifications, contract documents / communication with owner and contractor/ lead paint removal and disposal / application of interior and exterior paint system for 20,000 and 50,000 gal. tanks

### **Carter Machinery Company, Inc.**

- **Regional Service Center**
- Site design drawings, architectural and foundation drawings / conceptual renderings of a completed project site surveys and construction stakeout / inspections, and communication with owner and contractor for a 29,000 sq. ft. office / service bay area, and warehouse facility. Aspects of design of a 3,800 ft. sanitary sewer extension, 1,000 ft. water line extension / coordinated power line relocation with AEP Cascade Passing Lane. Establish Centerline for realignment of existing road and construction of new uphill passing lane for a one mile section of road that included design, cut / fill balance calculations, profiles, cross sections, road section details, box culvert bridge, and rock cut through / quantity and cost estimates per the WV DOT cost and quantity items list

### **Wyoming County Economic Development Authority**

- **Hon. John D. Rockefeller IV Industrial Park**
  - Designed foundation drawings, specifications, contract documents / communication with owner and contractor for the purchase and installation of two 11,250 sq. ft. shell buildings / prepared design, bid documents and contract documents for interior completion of these buildings / Including electrical design, concrete floor, plumbing and machine doors for facilities

### **Webster County Economic Development Authority**

- **Bakers Island Recreation Area Master Plan**
  - Site design and drawings, measurements, cost and quantity estimates, conceptual renderings of a completed project for improvements to the Baker's Island Recreation Area. This master plan includes the layout and design for a proposed welcome center to Baker's Island, removal and

replacement of the aged wood chopping pavilion with a new steel structure that is ADA compliant, a performance stage, new picnic pavilion, additional parking, landscaping plan, drainage plan, new vendor layout for festivals, and upgrading walking trail. This master plan also includes upgrades to the ball field that include the replacement of fencing, field drainage, new dugouts, and moving existing lighting back to meet WVSSAC and Little League Standards. The plan also incorporates a new camping area that is to be established around the Historic Railroad Depot.

- WV Recreational Trails Application / ARRA Application
  - Site design and drawings / measurements, cost and quantity estimates / conceptual renderings of a completed project for improvements to the 0.62 mile ADA compliant walking trail that encompasses Baker's Island
- Transportation Enhancement Application ARRA Application
  - Site design and drawings / cost and quantity estimates / conceptual renderings of a completed project for an ADA Compliant welcome center and new wood chopping pavilion / picnic area for Bakers Island

#### Town of Marlinton

- Sidewalk Project
  - Evaluation of existing sidewalks / design drawings, specifications, contract documents / communication with owner and contractor / inspection of 11,850 feet of new and rehabilitated ADA compliant sidewalks

#### Nicholas County Board of Education

- Nicholas County Schools
  - Assess facilities of each school in the county / mark up floor plans to show entry and exit points to the buildings, room numbers, location of power shutoffs, fire alarm panels, fire extinguishers, fire hydrants and standpipes, and interior / exterior gas and water shut off valves / develop updated color coded floor plans / convert AutoCAD files to PDF Format that can be easily accessed by 911 and emergency services personnel in case of an emergency situation



***Krystle Jean Morris***

***Environmental Technician and Office Assistant***

*Office: (304) 750-2203*

*Cell: (304) 678-6722*

*krystle.morris@coveyengineering.com*

**Education:**

**Glennville State College**

**2007 – 2011**

Bachelor of Science in Natural Resource Mgmt., Environment Science and Minor in Business

**Work Experience:**

**G.A. Covey Engineering**

**February 1, 2012 – Present**

Environmental Technician/Office Assistant

**Duties:**

- Receiving and entering time, creating invoices, receiving invoices, answering phone calls, updating vehicle maintenance records, receiving and entering bills, receiving and entering payments.

**Permit experience and submittal experience with:**

- Air Quality Permit Registration (WVDEP)
- NPDES (Storm Water) Permit applications (WVDEP)
- Prospecting (Bond Release) Permits (WVDEP)

**Environmental training:**

- EHS WV Waters Training
- WV Mine Drainage Symposium
- Richard Chinn's Environmental Training
- The Swamp School Wetland Delineation training
- Wetlands & Aquatic Fauna Hydrology Indicators training
- Wetland Plant Identification Training

**Licenses and Certifications:**

- West Virginia Class E Driver's License, License number: [REDACTED]
- Nuclear Gauge Safety Certification
- HAZMAT Certification
- WVDOH Materials Certification - Portland Cement Concrete Inspector
- American Concrete Institute – Grade I Concrete Field Technician

**Appendix C: *Certificate of Liability Insurance***



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/13/2016

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).

<b>PRODUCER</b> Assured Partners Inc. of WV dba Commercial Insurance Services 340 MacCorkle Ave. SE Charleston, WV 25314	<b>CONTACT NAME:</b> Terilee Arrasmith <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> terilee@ciswv.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Mesa Underwriters Specialty In <b>INSURER B:</b> AmTrust Insurance Co of Kansas <b>INSURER C:</b> Torus National Insurance Comp. <b>INSURER D:</b> BrickStreet Insurance <b>INSURER E:</b> Imperium Insurance Company <b>INSURER F:</b> Lloyd's of London
<b>INSURED</b>  <b>G A Covey Engineering PLLC</b> 394 West Main Street PO BOX 185 Sutton, WV 26601	

### 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MP0047001001355	10/08/2015	10/08/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			WPP1150140-01	10/08/2015	10/08/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			81938P150ALI	10/08/2015	10/08/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	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	N/A	WCB1016389	03/14/2016	03/14/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Employment Practices			EHG-2000418-00	10/08/2015	10/08/2016	1,000,000
F	Professional Liab.			LCH0042/015	08/28/2015	08/28/2016	1,000,000
							Per Claim/Aggregate 1,000,000

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

### CERTIFICATE HOLDER

### CANCELLATION

PROOF OF INSURANCE

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

**Appendix D: Professional References:**

**Allegheny Surveys, Inc**

237 Birch River Rd  
Birch River, WV 26610  
Contact: Ben Singleton  
Phone: (304) 649-8606

**Boord, Benchek & Associates, Inc**

394 W. Main St. 345 Southpointe Blvd Suite 202  
Sutton, WV 26601 Canonsburg, PA 15317  
Contact: Ernie Benchek  
Phone: (724) 746-1055

**Braxton County Development Authority**

220 Days Dr.  
Sutton, WV 26601  
Contact: Terell Ellis  
Phone: (304) 765-5900

**Bruce Allen Pipeline Construction**

P.O. Box 199  
Harrisville, WV 26362  
Contact: Randy  
Phone: (304) 643-4613

**Collins Building & Contracting**

3406 Corley-Caress Road  
Flatwoods, WV 26621  
Contact: Roger Collins  
Phone: (304) 765-3521

**Flatwoods Canoe Run, PSD**

406 Main St.  
Sutton, WV 26601  
Contact: Rodney Pritt  
Phone: (304) 765-2197

**Honor Brothers Engineers**

140 S 3rd St #2  
Clarksburg, WV 26301  
Contact: Mark Honor  
Phone: (304) 624-6445

**Appendix E: *Watoga EOI\_05092016***



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

State of West Virginia  
 Centralized Expression of Interest  
 02 — Architect/Engr

Proc Folder: 214528

Doc Description: Watoga-A/E services Riverside Campground Wastewater Plant

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-09	2016-06-16 13:30:00	CEOI 0310 DNR1600000021	1

**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:

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X

FEIN # 55-0715-654

DATE 6/10/2016

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

**ADDITIONAL INFORMATION:**

Expression of Interest

The West Virginia Purchasing Division is soliciting Expression of Interest for The Division of Natural Resources WVDNR, from qualified firms to provide architectural/engineering services to provide necessary engineering and other related professional services to design and provide construction contract administration services to replace a wastewater treatment plant at Watoga State Park as defined within the attached documentation.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		DIVISION OF NATURAL RESOURCES WEST VIRGINIA STATE PARKS 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Wastewater engineering		

Comm Code	Manufacturer	Specification	Model #
81101527			

**Extended Description :**

A/E services for the replacement of the Riverside Campground at Watoga State Park.

	Document Phase	Document Description	Page 3
DNR1600000021	Draft	Watoga-A/E services Riverside Campground Wastewater Plant	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



# EXPRESSION OF INTEREST

Watoga State Park

Riverside Campground Wastewater Treatment Plant Replacement

## TABLE OF CONTENTS:

- 1. Table of Contents
- 2. Section One: General Information
- 3. Section Two: Instructions to Vendors Submitting Bids
- 4. Section Three: Project Specifications
- 5. Section Four: Vendor Proposal, Evaluation, and Award
- 6. Section Five: Terms and Conditions
- 7. Certification and Signature Page

## SECTION ONE: GENERAL INFORMATION

- 1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for The Division of Natural Resources (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
- 2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide necessary engineering and other related professional services to design and provide construction contract administration services to replace a wastewater treatment plant at Watoga State Park (“Project”).
- 3. **SCHEDULE OF EVENTS:**

Release of the EOI.....	05/11/2016
Firm’s Written Questions Submission Deadline.....	06/03/2016 at 9AM. EST.
Addendum Issued .....	TBD
Expressions of Interest Opening Date.....	06/16/2016 at 1:30 PM. EST.
Estimated Date for Interviews (wk. of?).....	TBD

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**EXPRESSION OF INTEREST**

Watoga State Park  
Riverside Campground Wastewater Treatment Plant Replacement

**SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

Instructions begin on the next page.

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: June 3rd, 2016 at 9:00 AM. EST

Submit Questions to: Guy L. Nisbet, Buyer Supervisor  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Guy.L.Nisbet@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
 Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
 BUYER:  
 SOLICITATION NO.:  
 BID OPENING DATE:  
 BID OPENING TIME:  
 FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus three (3) convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: June 16th, 2016 at 1:30 PM. EST.

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. 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.

## EXPRESSION OF INTEREST

### Watoga State Park Riverside Campground Wastewater Treatment Plant Replacement

#### SECTION THREE: PROJECT SPECIFICATIONS

**Location:** Agency is located at 324 4<sup>th</sup> Ave, South Charleston, WV and the Wastewater Treatment Facility Replacement Project will be completed Watoga State Park, 4800 Watoga Park Road, Marlinton, WV 24954-5962

1. **Background:** The Division of Natural Resources operates State Park and related facilities at the above referenced locations. The Agency desires to replace a Wastewater Treatment Facility located at and serving the Riverside Campground. The existing facility is a 1970's era 10,500 gallon per day extended aeration plant. A replacement facility is necessary because of the poor condition of the plant. The Agency desires to consider alternative technologies and changes in the contributing waste sources to obtain a treatment system that is both effective and economical.
2. **Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.
  - 2.1 In addition to the above, the Vendor should provide information regarding the following:
    - a. The successful firm or team should demonstrate a clear procedure for communication with the owner during all phases of the project.
    - b. The successful firm or team should demonstrate a history of projects that met the owner's budget and a clear plan to ensure this project can be constructed within the project budget. This plan should be described in detail.
    - c. The successful firm or team should demonstrate a history of projects that have been constructed in the time allotted in the contract documents and a clear plan to ensure this project will be constructed within the agreed construction period. This plan should be described in detail.
    - d. The successful firm or team should demonstrate competent and acceptable experience in all expected professional disciplines necessary for the design and completion of the project.



## EXPRESSION OF INTEREST

### Watoga State Park Riverside Campground Wastewater Treatment Plant Replacement

**3. Project and Goals:** The project goals and objectives are:

- 3.1. Goal/Objective 1: Review existing plans and conditions as well as the operation of the park and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the facility and meet all objectives.
- 3.2. Goal/Objective 2: As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.
- 3.3. Goal/Objective 3: Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.

**4. Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the EOI process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this EOI. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

**4.1. Materials and Information Required at Oral Presentation:**

The Vendor must be prepared to discuss and clarify required items submitted with the EOI as indicated in Section 2.

## EXPRESSION OF INTEREST

### Watoga State Park Riverside Campground Wastewater Treatment Plant Replacement

#### SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE QUOTATIONS:** The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. In accordance with the Code requirements, no "price" or "fee" information is requested or permitted in the bid response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with West Virginia Code §5G-1-3. That Code section requires the following:
  - 3.1. **Required Elements of EOI Response:** The director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project.
  - 3.2. **Public Advertisement:** All EOI requests shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3-1 et seq.
  - 3.3. **Selection Committee Evaluation & Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
    - 3.3.1. evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
    - 3.3.2. conduct interviews with each firm selected and the conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment.

**EXPRESSION OF INTEREST**

**Watoga State Park  
Riverside Campground Wastewater Treatment Plant Replacement**

- 3.3.3. rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.
  - 3.3.4. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.
  - 3.3.5. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.
- 3.4. **Vendor Ranking:** All evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:
- |   |                           |
|---|---------------------------|
| • Qualifications and experience                             | 40 Points Possible        |
| • Approach and methodology for meeting Goals and Objectives | 40 Points Possible        |
| • Oral Interview  | <u>20 Points Possible</u> |
| <b>Total</b>  | <b>100 Points</b>         |

**EXPRESSION OF INTEREST**

Watoga State Park  
Riverside Campground Wastewater Treatment Plant Replacement

**SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.

**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 \_\_\_\_\_ 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 \_\_\_\_\_ one (1) \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ twelve (12) \_\_\_\_\_ 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 a 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  
or more.
- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.
- Professional Liability Insurance in the amount of \$1,000,000 or more.
- Other insurance as required in the State Supplemental Conditions to AIA Document B101-2007, Article 2
- Automobile Liability: \$1,000,000, combined single limit
- Workers Compensation: WV Statutory including WV Code 23-4-2 (Mandolidis)
- Professional Liability: \$1,000,000.00 each occurrence.

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



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

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

**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](mailto:purchasing.requisitions@wv.gov).

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, 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.



**ADDITIONAL TERMS AND CONDITIONS**  
**(Architectural and Engineering Contracts Only)**

- 1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- 4. AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**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.

Gary Covey, PE Stan A. Covey  
 (Name, Title)  
Gary Covey, PE  
 (Printed Name and Title)  
394 W Main Street, Sutton, WV 26601  
 (Address)  
(304) 750-2203 / (304) 750-2204  
 (Phone Number) / (Fax Number)  
ga.covey@covneyengineering.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.

G.A. Covey Engineering, PLLC  
(Company)

Stan A. Covey  
(Authorized Signature) (Representative Name, Title)

Gary Covey, PE  
(Printed Name and Title of Authorized Representative)

6/10/2016  
(Date)

(304) 750-2203 / (304) 750-2204  
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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.

G.A. Covey Engineering, PLLC  
Company

*Sam A. Covey*  
Authorized Signature

6/10/2014  
Date

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

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: GA. Covey Engineering, PLLC

Authorized Signature: [Signature] Date: 6/13/2016

State of WV

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 13 day of June, 2016

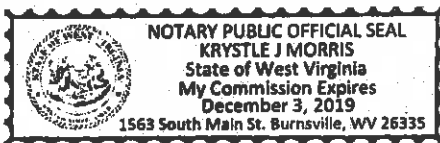
My Commission expires December 3, 2019.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]

*Purchasing Affidavit (Revised 08/01/2015)*



**Appendix F: *Final\_CEOI\_0310\_DNR160000021\_1\_CEOI\_FORM***



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

State of West Virginia  
 Centralized Expression of Interest  
 02 — Architect/Engr

Proc Folder: 214528

Doc Description: Watoga-A/E services Riverside Campground Wastewater Plant

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-09	2016-06-16 13:30:00	CEOI 0310 DNR1600000021	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Buy Nisbet  
 (304) 558-2596  
 buy.l.nisbet@wv.gov

Signature X *Larry A. Carey* FEIN # 55-0715-654 DATE 6/10/2016  
 All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Expression of Interest

The West Virginia Purchasing Division is soliciting Expression of Interest for The Division of Natural Resources WVDNR, from qualified firms to provide architectural/engineering services to provide necessary engineering and other related professional services to design and provide construction contract administration services to replace a wastewater treatment plant at Watoga State Park as defined within the attached documentation.

VOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	DIVISION OF NATURAL RESOURCES WEST VIRGINIA STATE PARKS 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Wastewater engineering		
Comm Code	Manufacturer	Specification	Model #
31101527			

Extended Description :  
A/E services for the replacement of the Riverside Campground at Watoga State Park.

	<b>Document Phase</b>	<b>Document Description</b>	<b>Page 3</b>
DNR160000021	Final	Watoga-A/E services Riverside Campground Wastewater Plant	of 3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**Appendix F: *Final\_CEOI\_0310\_DNR160000021\_2\_CEOI\_FORM***



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

State of West Virginia  
 Centralized Expression of Interest  
 02 — Architect/Engr

Proc Folder: 214528

Doc Description: Addendum No.01:Watoga-A/E-Riverside Campground Wastewater

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-07	2016-06-16 13:30:00	CEOI 0310 DNR1600000021	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Buy Nisbet  
 (304) 558-2596  
 buy.l.nisbet@wv.gov

Signature X *Larry A. Covey*

FEIN # 55-0715-654

DATE 6/10/2016

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

**ADDITIONAL INFORMATION:**

Addendum

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

**Expression of Interest**

The West Virginia Purchasing Division is soliciting Expression of Interest for The Division of Natural Resources WVDNR, from qualified firms to provide architectural/engineering services to provide necessary engineering and other related professional services to design and provide construction contract administration services to replace a wastewater treatment plant at Watoga State Park as defined within the attached documentation.

VOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	DIVISION OF NATURAL RESOURCES WEST VIRGINIA STATE PARKS 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US

Line	Comm Ln Desc	Qty	Unit Issue
	Wastewater engineering		

Comm Code	Manufacturer	Specification	Model #
1101527			

**Extended Description :**  
WE services for the replacement of the Riverside Campground at Watoga State Park.

	<b>Document Phase</b>	<b>Document Description</b>	<b>Page 3</b>
DNR160000021	Final	Addendum No.01:Watoga-A/E-Riverside Campground Wastewater	of 3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**Appendix G: *Addendum No.01\_06072016***



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

State of West Virginia  
 Centralized Expression of Interest  
 02 — Architect/Engr

Proc Folder: 214528

Doc Description: Addendum No.01:Watoga-A/E-Riverside Campground Wastewater

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-07	2016-06-16 13:30:00	CEOI 0310 DNR1600000021	2

**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:

**FOR INFORMATION CONTACT THE BUYER**

Buyer Nisbet  
 (304) 558-2596  
 buy.l.nisbet@wv.gov

Signature X

FEIN # 55-0715-654

DATE 6/10/2016

Offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum

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

**Expression of Interest**

The West Virginia Purchasing Division is soliciting Expression of Interest for The Division of Natural Resources WVDNR, from qualified firms to provide architectural/engineering services to provide necessary engineering and other related professional services to design and provide construction contract administration services to replace a wastewater treatment plant at Watoga State Park as defined within the attached documentation.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		DIVISION OF NATURAL RESOURCES WEST VIRGINIA STATE PARKS 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Wastewater engineering		

Comm Code	Manufacturer	Specification	Model #
11101527			

**Extended Description :**  
-AE services for the replacement of the Riverside Campground at Watoga State Park.

**SOLICITATION NUMBER:** CEOI 0310 DNR1600000021

**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. Vendor submitted questions and Agency responses.

No other Changes.

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

**Terms and Conditions:**

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



ATTACHMENT A

## CEOI DNR1600000021

**Watoga-A/E services Riverside Campground Wastewater Plant  
Vendor submitted Questions and Agency responses  
06/03/2016**

Q.1 Section Three, provision 2.1(b) requires the EOI to present, "a clear plan to ensure this project can be constructed within the project budget." Please provide the project budget.

A.1 The owner will provide the budget to the awarded firm. It is against State law to disclose Budget amount for solicitations. The vendor does not need to know the budget to describe to the owner their process they would follow to insure the project is constructed within the project budget.

Q.2 Does this project budget include the engineering design budget?

A.2 The owner will provide the budget to the highest scored awarded firm.

Q.3. Does this project budget include the engineering during construction budget?

A.3 The owner will provide the budget to the highest scored-awarded firm.

Q.4. Section Three, provision 2.1(c) requires the EOI to present, "a clear plan to ensure this project will be constructed within the agreed construction period." Please provide the construction period.

A.4 The construction period will be agreed with the highest scored awarded firm.

Q.5 What is the source of funding for this project?

A.5 State Agency funds

Q.6 Can the current environmental discharge permit for the existing wastewater treatment plant be provided to interested parties prior to the bid opening?

A.6 The NPDES permit for this facility is registered under the WVDEP NPDES General E-Permit program, general permits can be viewed on the WV DEP website (<http://www.dep.wv.gov/WWE/permit/general/Documents/2015%20Sewage%2050%2c000%20gpd%20GP.pdf>) . Specific to this facility is the attached Discharge Monitoring Report and Sludge Monitoring Report.

Q.7 Can any relevant Notices of Violation, Consent Orders, or other compliance documentation for the existing wastewater treatment plant be provided to interested parties prior to the bid opening?

A.7 None

Q.8 Can interested parties visit the site prior to the bid opening, and if so, with whom shall we coordinate this site visit?

A.8 Site visits are not possible at this time of the solicitation. Once the agency begins the Negotiation process with the highest scoring vendor then site visit would be possible.

Q.9. How many copies of the EOI are required to be submitted?

A.9. This is outlined on Page 8 Item 6 of the Instructions to Vendors submitting Bids; One (1) original and three (3) convenience copies.

Q.10 Is this Contract set aside for preferred vendors such as small, women-owned, or minority-owned businesses?

A.10 WV. Code 5A-3-37 does not provide Vendor preference for Architect/Engineering or Construction Projects.

Q.11 Why is Builders Risk insurance required for this Contract?

A.10 Builders Risk insurance is not required for this contract.

Q.12 What is the "Other insurance as required in the State Supplemental Conditions to AIA Document B101-2007, Article 2?"

A.12 See Attached State Supplemental Conditions to AIA Document B101-2007.

Q.13 What is "Vendor Preference" per WV code 5A-3-37? And should we apply using the "Vendor Preference Certificate form attached hereto" which was not attached?

A.13 Vendor Preference is not applicable for Architect/Engineering or Construction Projects, <http://www.legis.state.wv.us/legisdocs/code/05a/WVC%20%205%20A-%20%203%20%20-%20%2037%20%20.htm>

Q.14 Can DNR provide existing wastewater treatment and associated infrastructure plans for Watoga, or if that is unavailable, provide a description of the existing facilities?

A.14 From the EOI, Section 3 Number 1, "The existing facility is a 1970's era 10,500 gallon per day extended aeration plant."

STATE OF WEST VIRGINIA  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
DISCHARGE MONITORING REPORT

FACILITY NAME: (WATOGA STATE PARK RIVER CAMPGROUND) WV DIVISION OF

LOCATION OF FACILITY: MARLINTON; Pocahontas County

PERMIT NO.: WV0103110

OUTLET NO.: 001

WASTELOAD FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:

CERTIFIED LABORATORY ADDRESS:

INDIVIDUAL PERFORMING ANALYSIS:

Parameter	Quantity	Units	N.E.	Other Units			CEL*	Units	N.E.	Measurement Frequency	Sample Type
50050 (ML-1) RF-B Flow, In Conduit or thru plant Year Round	Reported										
	Permit Limits	N/A	N/A				N/A	mgd		1/quarter	Estimated
00310 (ML-B) RF-B BOD, 5-Day 20 Deg.C Year Round	Reported										
	Permit Limits	Rpt Only Avg. Monthly	Rpt Only Max. Daily	Lbs/Day	30 Avg. Monthly	60 Max. Daily	75 Inst. Max.	N/A	mg/l		1/quarter Grab
00530 (ML-A) RF-B Total Suspended Solids Year Round	Reported										
	Permit Limits	Rpt Only Avg. Monthly	Rpt Only Max. Daily	Lbs/Day	30 Avg. Monthly	60 Max. Daily	75 Inst. Max.	N/A	mg/l		1/quarter Grab
74055 (ML-A) RF-B Coliform, Fecal Year Round	Reported										
	Permit Limits	N/A	N/A		200 Mon. Geo. Mean	400 Max. Daily	500 Inst. Max.	N/A	Cnts/100m		1/quarter Grab
00400 (ML-A) RF-B pH Year Round	Reported										
	Permit Limits	N/A	N/A		6 Inst. Min.	N/A	9 Inst. Max.	N/A	S.U.		1/quarter Grab
00600 (ML-A) RF-C Nitrogen, Total (as N) Year Round	Reported										
	Permit Limits	N/A	N/A		Rpt Only Avg. Monthly	Rpt Only Max. Daily	Rpt Only Inst. Max.	N/A	mg/l		1/6 months Grab
00665 (ML-A) RF-C Phosphorus, Total Year Round	Reported										
	Permit Limits	N/A	N/A		Rpt Only Avg. Monthly	Rpt Only Max. Daily	Rpt Only Inst. Max.	N/A	mg/l		1/6 months Grab
50060 (ML-A) RF-B Chlorine, Total Residual Year Round	Reported										
	Permit Limits	N/A	N/A		28 Avg. Monthly	57 Max. Daily	70 Inst. Max.	N/A	ug/l		1/quarter Grab

\* CEL = Compliance Evaluation Level

Name of Principal Executive Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of a fine and imprisonment for knowing violations.	Date Completed
		Signature of Principal Executive Officer or Authorized Agent
Title of Officer		

STATE OF WEST VIRGINIA  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
SMALL FACILITY SEWAGE SLUDGE MANAGEMENT REPORT

FACILITY NAME (WATOGA STATE PARK RIVER CAMPGROUND) WV DIVISION OF NAT  
ADDRESS 1900 Kanawha Blvd East, Bldg 3 Room 723, Charleston, WV 25305-0662

DESIGN FLOW 10,500 gpd

REGISTRATION NO. WVG551276

REPORT YEAR \_\_\_\_\_

**LIQUID SLUDGE**

Amount Removed From Facility This Year(Gallons) \_\_\_\_\_

Liquid Sludge Removed By \_\_\_\_\_

Frequency of Removal(Occurrences per Year) \_\_\_\_\_

Septage Hauler Registration Number \_\_\_\_\_

**DRY SLUDGE AND SAND**

Amount of Dry Sewage Sludge, Sand, or Other Filter Media Removed This Year(Tons) \_\_\_\_\_

Location of Disposal \_\_\_\_\_

Method of Disposal \_\_\_\_\_

**POLISHING POND CLEANING**

Amount Removed This Year(Gallons) \_\_\_\_\_

Method of Disposal \_\_\_\_\_

Liquid Sludge Removed By \_\_\_\_\_

Location of Disposal \_\_\_\_\_

**ADDITIONAL COMMENTS OR EXPLANATION** \_\_\_\_\_

*I certify under penalty of law that the sewage management practices are requirements of Federal regulations 40 CFR Part 503 and state sludge regulations Title 33, Series 2 have been met and that all sewage sludge disposed from this facility during this reporting period is reconciled and accounted for in this sewage sludge management report. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that these requirements have been met.*

*I also certify that this document and all the attachments were prepared under my direction or supervision, and that this information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that these are significant penalties for false certification including the possibility of fine and imprisonment.*

OFFICIAL \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

## State of West Virginia

Supplementary Conditions to AIA Document B101-2007  
Standard Form of Agreement Between Owner and Architect

The following Supplementary Conditions modify the Standard Form of Agreement Between Owner and Architect, AIA Document B101-2007 Edition. Where a portion of the Agreement is modified or deleted by these Supplementary Conditions, the unaltered portions of the Agreement shall remain in effect.

**ARTICLE 1**  
**INITIAL INFORMATION**

§1.1 Make the following change to Section 1.1:

In the first sentence, delete "optional" and substitute "mandatory".

§1.3 Make the following changes to Section 1.3:

In the second sentence, delete "shall" and substitute "may" and delete the period at the end of the sentence and add ", if applicable."

**ARTICLE 2**  
**ARCHITECT'S RESPONSIBILITIES**

§ 2.5 Make the following changes to Section 2.5:

Delete the second sentence in its entirety.

Change Sections 2.5.1 through 2.5.4 to specify the following minimum insurance requirements:

- .1 General Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate;
- .2 Automobile Liability: \$1,000,000 combined single limit;
- .3 Workers Compensation: West Virginia Statutory requirements including West Virginia Code §23-4-2 (Mandolidis); and
- .4 Professional Liability: \$1,000,000 each occurrence on a claims made basis.

Add the following Sections to Article 2:

§2.6 The format and minimum standard of quality to be used by the Architect in preparing specifications for the Project shall be AIA MASTERSPEC or equal, and the Architect shall use the CSI Masterformat numbering system.

§2.7 The Architect shall satisfy the requirements for the lawful practice of architecture in the State of West Virginia.

§2.8 The Architect shall review laws, codes and regulations applicable to the Architect's services and shall comply in the design of the Project with applicable provisions and standards of the West Virginia Building Code, the West Virginia Fire Code and the Americans with Disabilities Act (ADA). The most stringent application of these codes and standards shall apply. In the design of the Project, the Architect shall comply with the requirements imposed by governmental authorities having jurisdiction.

**ARTICLE 3**  
**SCOPE OF ARCHITECT'S BASIC SERVICES**

§3.1.2 Make the following change to Section 3.1.2:

In the third sentence, after "shall" add "thoroughly review the services and information for completeness and sufficiency".

§3.1.6 Delete Section 3.1.6 in its entirety and substitute the following:

§3.1.6 The Architect shall furnish and submit substantially completed construction documents to all governmental agencies having jurisdiction over the Project, shall assist the Owner in securing their approval, and shall incorporate changes in the Construction Documents as may be required by such authorities.

Add the following Section to Article 3:

§3.1.7 The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, by Architect's consultants, or by others. If preliminary or design development Work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier Work when Architect performs subsequent phases of the basic services called for under this Agreement, as fully as if the preliminary, schematic, and design development Work had been performed by the Architect itself. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

**§3.2 SCHEMATIC DESIGN PHASE SERVICES****§3.2.2** Make the following change to Section 3.2.2:

In the second sentence, after the word "Architect" add "shall review such information to ascertain that it is consistent with the requirements of the Project and".

**§3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES****§ 3.4.2** Delete Section 3.4.2 in its entirety and substitute the following:

§3.4.2 Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time. Architect shall confirm these facts in writing to the Owner.

**§3.5 BIDDING OR NEGOTIATION PHASE SERVICES****§ 3.5.1** Make the following change to Section 3.5.1:

In the first sentence, delete the period at the end of the sentence and add "which may include the development and distribution of a prequalification process."

**§3.6 CONSTRUCTION PHASE SERVICES****§ 3.6.1 GENERAL****§ 3.6.1.1** Delete the last sentence in its entirety and substitute the following:

The State of West Virginia's Supplementary Conditions to the General Conditions of the Contract for Construction shall be adopted as part of the Contract Documents and shall be enforceable under this Agreement.

## Add the following Section to 3.6.1:

§3.6.1.4 The Architect shall be responsible for conducting progress meetings as needed and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner.

**§3.6.2 EVALUATIONS OF THE WORK****§3.6.2.1** Delete the second sentence in its entirety and substitute the following:

Although the Architect is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, the Architect shall carefully review the quality and quantity of the Work at appropriate intervals during construction as part of the Architect's design and contract administration services, shall issue written reports of such reviews to the Owner, Owner representatives, and the Contractor, and further shall conduct any additional reviews at any other time as reasonably requested by the Owner. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents

**§3.6.2.2** Delete the first sentence of 3.6.2.2 in its entirety and substitute the following:

The Architect shall have the authority and obligation to reject Work that does not conform to the Contract Documents.

**§3.6.2.4** Delete Section 3.6.2.4 in its entirety and substitute the following:

§3.6.2.4 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Owner, with advice and assistance from the Architect, shall make final decisions on matters relating to aesthetic effect.

**§3.6.4 SUBMITTALS****§3.6.4.2** Make the following changes to Section 3.6.4.2:

## Delete the first sentence in its entirety and substitute the following:

The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples. The Architect's review of Contractor's submittals must determine the following: (1) if such submittals are in compliance with applicable laws, statutes, ordinances, codes, orders, rules, regulations; and (2) if the Work affected by and represented by such submittals is in compliance with the requirements of the Contract Documents. Architect shall promptly notify the Owner and Contractor of any submittals that do not comply with applicable laws, statutes, ordinances, codes, orders, rules, regulations, or requirements of the Contract Documents. Architect is responsible for determining what aspects of the Work will be the subject of shop drawings or submittals. Architect shall not knowingly permit such aspects of the Work to proceed in the absence of approved shop drawings and submittals. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner,

Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In the second sentence, delete the words "or performance".

§3.6.4.5 Make the following change to Section 3.6.4.5:

Add ", including a submittal log," after "The Architect shall maintain a record of submittals".

### §3.6.5 CHANGES IN THE WORK

§3.6.5.2 Make the following changes to Section 3.6.5.2:

Section 3.6.5.2 shall now be Section 3.6.5.3. Section 3.6.5.2 shall read as follows:

§3.6.5.2 If the Architect and the Owner determine that the implementation of the requested change would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner who may authorize further investigation of such change.

§ 3.6.5.3 Add the following to the end of Section 3.6.5.3:

Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

- .1 confirm proposed change is a material change to the Contract;
- .2 confirm appropriate credits are included for Work not completed;
- .3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and
- .4 confirm that the appropriate back up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.

#### ARTICLE 4 ADDITIONAL SERVICES

ANY PROVISION OF AN AIA DOCUMENT LISTED HEREIN, EXHIBIT, OR DESCRIPTION FOR ADDITIONAL SERVICES THAT CONFLICTS WITH THESE SUPPLEMENTARY CONDITIONS IS NULL AND VOID.

§4.3.1 Make the following changes to Section 4.3.1:

.6 Before the semicolon insert ", provided such alternate bids or proposals are not being used for budget control"

.9 Delete this provision in its entirety.

§4.3.2 Make the following changes to Section 4.3.2:

.3 Before the semicolon insert ", but only to the extent that such services required or requested from the Architect represent a material change in the services that would otherwise be required of the Architect for completion of the Project"

.4 Before the semicolon insert ", provided such claims are not the result of the Architect's action, inaction, errors, or omissions"

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§5.2 Make the following change to Section 5.2:

In the first sentence, after "The Owner" add ", with Architect's assistance,"

Add the following Section to Article 5:

§5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.



§5.5 Make the following changes to Section 5.5:

In the first sentence, delete "shall" and substitute "may".

Add the following sentence at the end of Section 5.5:

The Owner may, in its sole discretion, request that the Architect secure these services by contracting with a third party.

§5.6 Make the following change to Section 5.6:

In the third sentence, delete "shall" and substitute "may".

§5.7 Make the following change to Section 5.7:

At the beginning of this sentence, insert "Unless otherwise provided in this Agreement,"

§5.9 Add the following sentence to the beginning of Section 5.9:

The Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect.

**ARTICLE 6**  
**COST OF WORK**

§6.3 Delete Section 6.3 in its entirety and substitute the following:

§6.3 In preparing estimates for the cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation, and in consultation with the Owner, to determine what materials, equipment, component systems and types of construction to be included in the Construction Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimate of Cost of the Work to meet the Owner's adjusted budget. If an increase in the Contract Sum occurring after execution of the Contract for Construction caused the Project budget to be exceeded, the Project budget shall be increased accordingly.

§6.7 Delete Section 6.7 in its entirety and substitute the following:

§6.7 If the Owner chooses to proceed under Section 6.6.2, the Architect, without additional compensation, shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work, and shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. The modification of such documents and the rebidding or renegotiating of the Project shall be the limit of the Architect's responsibility under Section 6.6.

**ARTICLE 7**  
**COPYRIGHTS AND LICENSES**

§7.3 Make the following changes to Section 7.3:

In the first sentence, insert "irrevocable, royalty-free, right and" after the word "nonexclusive" and delete the words "solely and exclusively".

Delete the last sentence of Section 7.3 and substitute the following:

Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including the following:

- a. Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas;
- b. Any future renovation, addition, or alteration to the Project; and
- c. Any future maintenance or operations issue as it pertains to the Project.

Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service.

§7.3.1 Delete the second sentence of Section 7.3.1.

**ARTICLE 8**  
**CLAIMS AND DISPUTES**

**§8.1 GENERAL**

§8.1.1 Delete Section 8.1.1 in its entirety and substitute the following:

§8.1.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run pursuant to applicable provisions of the West Virginia Code.

§8.1.3 Make the following change to Section 8.1.3:

At the beginning of the first sentence, insert "Unless otherwise agreed by the Parties,"

Add the following Section to Article 8:

§8.1.4 The Owner may suffer financial loss if the Architect's services are not completed within the schedule approved by the Owner in accordance with Section 3.1.3. If so provided, the

Architect shall be liable for and shall pay the Owner, as liquidated damages and not as a penalty, any sum(s) stated in Section 1.1 of this Agreement or in Section A.1.4 of Exhibit A.

Allowances may be made for delays beyond the control of the Architect. All delays and adjustments to the Architect's schedule must be properly documented and approved by the Owner in accordance with Section 3.1.3.

## §8.2 MEDIATION

§8.2 Make the following changes to Section 8.2:

§8.2.1 In both instances where it appears, delete "binding dispute resolution" and substitute "litigation in a court of competent jurisdiction."

§8.2.2 Delete this Section in its entirety and substitute the following:

The parties shall endeavor to resolve their Claims by non-binding mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

§8.2.4 Delete this Section in its entirety and substitute the following:

If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be in accordance with Section 8.3.

## §8.3 ARBITRATION

§8.3 Delete Section 8.3 in its entirety and substitute the following:

### §8.3 SETTLEMENT OF CLAIMS

§8.3.1 Notwithstanding any provision to the contrary in this Agreement, all references to arbitration are hereby deleted.

§8.3.2 Any claim, dispute or other matter in question arising out of this Agreement which cannot be settled between the parties shall, in the case of the Architect, be submitted to the West Virginia Court of Claims, and in the case of the Owner, to the Circuit Court of Kanawha County or any other court of competent jurisdiction as the Owner may elect.

## ARTICLE 9 TERMINATION OR SUSPENSION

§9.1 Make the following changes to Section 9.1:

In the first sentence, after "If the Owner fails to make payments to the Architect" add "of undisputed amounts". In the third sentence,

after "In the event of a suspension of services," add "in accordance herewith". In the fourth sentence, after "Before resuming services, the Architect shall be paid all sums due prior to suspension and" add "shall negotiate with the Owner for".

§9.2 Make the following changes to Section 9.2:

In the first sentence, after "If the Owner suspends the Project" add "for more than 30 consecutive days".

Delete the last two sentences in Section 9.2 and substitute the following:

When the Project is resumed, the Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect for expenses incurred in the interruption and resumption of the Architect's services. The Owner and the Architect shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules for completion.

§9.6 Make the following changes to Section 9.6:

Delete "and all Termination Expenses as defined in Section 9.7".

§9.7 Delete Section 9.7 in its entirety and substitute the following:

§9.7 Service performed under this Agreement may be continued in succeeding fiscal years for the term of the Agreement contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated or otherwise available for this service, the Agreement shall terminate without penalty on June 30. After such date the Agreement becomes null and void.

Add the following Section to Article 9:

§9.9 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§10.2 Make the following changes to Section 10.2:

At the end of the sentence, delete the period and add ", as modified by the State of West Virginia Supplementary Conditions to the AIA

Document A201-2007, General Conditions of the Contract for Construction."

§10.3 Add the following sentence to the end of Section 10.3:

The Architect shall execute all consents reasonably required to facilitate such assignment.

§10.6 Add the following sentence to the end of Section 10.6:

The Architect shall immediately report to the Owner's project manager the presence, handling, removal or disposal of, or exposure of persons to and location of any hazardous material which it discovers.

§10.8 Add the following sentence to the end of Section 10.8:

Notwithstanding the foregoing, the Owner may disclose any information specifically required by law.

**ARTICLE 11  
COMPENSATION**

§11.4 Make the following changes to Section 11.4:

After the word "shall", insert "not exceed a multiple of 1.15 times the amount billed to the Architect for such Additional Services" and delete the rest of that sentence.

§11.7 Delete Section 11.7 in its entirety and substitute the following:

§11.7 The Architect's rates and multiples for service as set forth in this Agreement shall remain in effect for the life of this Agreement unless unforeseen events which are not the fault of the Architect delay the Project completion. In such event, an equitable adjustment in the Architect's rates may be negotiated with the Owner.

**§11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§11.8.1 Delete Sections 11.8.1.4 and 11.8.1.5 in their entirety and substitute the following:

§11.8.1.4 The expense of reproductions, postage and handling of bidding documents shall be a Reimbursable Expense, however, the expense of reproductions, plots, standard form documents, postage, handling, and delivery of Instruments of Service for the Owner's use and for review of governmental agencies having jurisdiction over the Project shall not be a Reimbursable Expense but shall be covered in the Architect's Compensation under §11.1.

§11.8.2 Delete Section 11.8.2 in its entirety and substitute the following:

§11.8.2 For Reimbursable Expenses described in Section 11.8.1.1, compensation to the Architect shall be at actual cost and shall be made pursuant to the Owner's travel regulations. For those expenses described in Sections 11.8.1.2 through 11.8.1.11, the compensation shall be computed as a multiple of 1.15 times the expenses incurred by the Architect, the Architect's employees and consultants.

**§11.10 PAYMENTS TO THE ARCHITECT**

§11.10.1 Delete Section 11.10.1 in its entirety.

§11.10.2 Delete Section 11.10.2 in its entirety and substitute the following:

§11.10.2 Payments are due and payable thirty (30) days from the date of receipt of the Architect's invoice by the Owner. Amounts unpaid sixty (60) days after the date of receipt of the invoice shall bear interest at the rate prescribed by the West Virginia Code.

§11.10.3 Delete Section 11.10.3 in its entirety.

**ARTICLE 13  
SCOPE OF THE AGREEMENT**

Add the following Section to 13.2:

§13.2.4 State of West Virginia Supplementary Conditions to AIA Document B101-2007, Standard Form of Agreement Between Owner and Architect

END OF SUPPLEMENTARY CONDITIONS TO AIA  
DOCUMENT B101-2007

AIA B101-2007 Supplementary Conditions Standard form of Agreement Between  
Owner and Architect

State of West Virginia

The Owner and Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Architect have entered into this Agreement as of the date and year as written below.

Owner:	Architect:
By: _____	By: <u>Gary Covey</u>
Title: _____	Title: <u>PE + Owner</u>
Date: _____	Date: <u>6/13/2016</u>

APPROVED AS TO FORM THIS 1st DAY OF June, 2009

DARRELL V. MCGRAW, JR., ATTORNEY GENERAL

BY: Dawn E. Wayfield  
DEPUTY ATTORNEY GENERAL

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.: CE01 0310 DNR1600000021**

**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.

G.A. Covey Engineering, PLLC  
Company

*Sony A. Covey*  
Authorized Signature

6/10/2016  
Date

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