



**E.L. ROBINSON**  
ENGINEERING

**Expression of Interest**

OCTOBER 26, 2016



**Winfield & Huntington  
Boating Facilities**

CEO | 0310-DNR 1700000002

10/26/16 09:59:45  
10 Purchasing Division

**ESTABLISHED EXPERIENCE. PROVEN PERFORMANCE.**

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Charleston, West Virginia 25313

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October 26, 2016

Mr. Guy Nisbet, Senior Buyer  
Department of Administration Purchasing Division  
2019 Washington Street, East  
Charleston, West Virginia 25305

Re: Winfield & Huntington Boating Facilities Expression of Interest  
CEOI 0310 DNR 1700000002

Dear Mr. Nisbet:

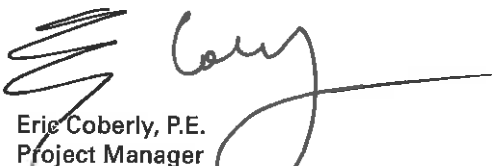
E.L. Robinson (ELR) professionals have helped West Virginia plan and develop our built environment for 38 years. ELR's team has completed many similar projects all across West Virginia for the Division of Natural Resources, Highways, Environmental Protection as well as many cities and counties.

Here are a few points of note that make ELR ideally suited to assist you on this project.

1. Past design experience in boat ramp projects completed for WVDNR, ODNR, and NRCS.
2. Current and previous experience working with WVDNR on other projects throughout West Virginia will be an asset completing this project on time and within budget.
3. With design professionals from the field of surveying, engineering, landscape architecture, and construction management, our team has the ability to offer the required services for this project. Our offices in Charleston and Chapmanville will collaborate for these required services.

We welcome the opportunity to assist WVDNR with this project through planning, design and construction administration. We look forward to your favorable review. Should you have any questions, please call me.

Sincerely,



Eric Coberly, P.E.  
Project Manager  
ecoberly@elrobinson.com

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## Firm Overview



E.L. Robinson is a multi-disciplined engineering /planning firm with a staff of over 125 full-time professionals and support personnel located in seven offices throughout West Virginia (Charleston corporate office, Beckley and Chapmanville), Kentucky, and Ohio. Over the last 38 years, E.L. Robinson has grown to one of the largest firms in the region, offering a diverse scope of services. Since 1978, E.L. Robinson has provided a full range of quality engineering services, from planning and analysis to design and implementation

Named for its founder and president, Edward L. Robinson, P.E., P.S., the firm has based its success on a commitment to quality projects with superior client service. Finding new and creative ways to say yes to challenges has brought the firm's vision of excellence into reality. Along with this "yes, we can do it" attitude, the firm has grown to understand the ingredients of a professional service firm include not only brick and mortar, but also leading edge technology and a talented, motivated staff that is continually growing and advancing their skills. This dedication rewarded ELR with being named one of the **Engineering News Record's** top 500 engineering firms in the country.

The use of technology has allowed the firm to expand engineering capabilities and make use of new resources such as satellite imagery and digital mapping. In addition to the use of technology, E.L. Robinson also continues to strive to invent new and more effective ways to serve our clients. One of these ways is to provide a thorough pre-analysis of every project, saving the client time, money, and legal exposure. When the client is educated on every phase of the job and every challenge, the reputation of the firm grows stronger and attracts business from a larger marketplace.

E.L. Robinson has been providing its clients with quality products and superior service since 1978. Our staff combines state-of-the-art technology, experienced professionals, and innovative methods to help our clients meet their challenges.

- Transportation
- Infrastructure
- Bridge Design
- Structural Engineering
- Geotechnical Engineering
- Environmental Engineering
- Site Development
- Right-of-Way Services
- Construction Administration/Observation
- Surveying/Global Positioning
- Landscape Architecture
- Oil and Natural Gas Systems Development



## Qualification Statement



E.L. Robinson has a strong background in planning and design of recreation related projects. Our team has over 35 years experience working with communities in West Virginia, Ohio, and other states.

Additionally, E.L. Robinson has over 125 staff members including professional engineers, registered landscape architects, surveyors, and construction technicians. Our offices in Chapmanville and Charleston, West Virginia will provide the identified scope of services.

ELR's team has been fortunate to assist on other related projects. The following is a partial listing of similar projects relevant to the Winfield and Huntington Boating Facilities.

Ironton Riverfront Docks Project - Ironton, Ohio

Gallipolis Riverfront Improvements - Gallipolis, Ohio

Forks of Coal State Natural Area - Alum Creek, West Virginia

Ice Creek Boating and Fishing Access - Coal Grove, Ohio

Kanawha Falls Public Access - Gauley Bridge, West Virginia

South Mill Creek Recreation Area - Grant County, West Virginia

Mud River Recreation Area - Lincoln County, West Virginia

Beech Fork State Park Lodge Development - Lavalette, West Virginia

Stonewall Jackson Lake Resort Pedestrian Bridge - Roanoke, West Virginia

Blackwater Falls State Park Sewage Treatment Plant - Davis, West Virginia

Tygart Lake State Park Wastewater Treatment Plant - Grafton, West Virginia

Profiles and descriptions of the most recent projects with the client references can be found toward the end of this statement of qualifications.

This team of engineers, landscape architects and surveyors has been specifically assembled for this project because of their experience relating to your project and for preparing context sensitive solutions that are realistic. Resumes for each team member are included on pages 12-22.



## Firm's Staffing / Capacity to Perform Project's Scope



Our firm has put together a project team that is experienced in the planning and design of the boat ramp facilities and has the capacity to perform the project's scope in a timely and efficient manner:

**Mr. Eric Coberly, P.E.** will serve as Project Manager of these two boat launching facilities. Mr. Coberly has more than 30 years of engineering experience. He has managed projects with ELR which have involved site development, infrastructure planning, water, sewer, geotechnical analysis, abandoned mine reclamation projects, building construction, active surface mining projects, insurance investigations, providing expert witness services and various post mining land use projects. Additionally, he served as the Chief for the West Virginia Department of Environmental Protection Abandoned Mine Lands Division for more than 4 years. He has spent his career bettering the State of West Virginia in both the private and public sectors.

**Mr. Jeff Nelsen, PLA,** will serve as Landscape Architect. He has a strong background in park and recreation planning and facilities design. Mr. Nelsen has completed boat ramp projects for WVDNR and USNRCS in the past and numerous other park and recreation projects for WVDNR, US Forest Service and numerous communities in West Virginia, Ohio, Kentucky, and Indiana. He is currently Project Manager on several other WVDNR projects.

Other key staff members that will be assigned to this project are as follows:

**Mr. Michael Williams, P.E.,** provided construction documents and administrative support for the Ironton and Gallipolis Dock Projects. He will provide design and engineering support for these boat ramps.

**Mr. Tim Cart, P.E., P.S.,** is a Civil, Structural and Geotechnical Engineer who has provided design support for the boat launch facilities of Ironton and Coal Grove on the Ohio River. Tim has over 32 years of experience with landslide and abandoned mine land design solutions, infrastructure design for sewer and water line extensions and structural design for many buildings across the state.

**Mr. Ed Robinson, P.E., P.S.,** will serve as Quality Control and Quality Assurance representative for the project team. Mr. Robinson has over 30 years experience in the engineering and construction field, where he has been a member of many associations and boards within the design field.

**Mr. Tom Rayburn, P.S.,** will be assigned to oversee all Surveying activities. Our team of surveyors, managed by Mr. Rayburn, provides the latest in technology and experience in surveying and mapping. By using GIS based mapping and high-tech instrumentation, E.L. Robinson's survey team can evaluate any type of surface including lakes and river bottoms. Other services pertaining to surveying that our company specializes in are aerial photogrammetry consulting, hydrographic surveying, land surveying and GPS surveying.

**Mr. Jeff Casto, Construction Inspector,** has provided construction observation for these type of project and other projects in West Virginia. Jeff was involved in a significant amount of the construction inspection for the Charles Pointe Development in Bridgeport, West Virginia.

Our staff is well qualified and experienced in related pedestrian improvement projects. Each has the knowledge and capabilities to perform all of the tasks required for making the Winfield and Huntington Boating Facilities a reality.

In addition to your primary project team, other members of our organization may be called upon from time-to-time to provide their expertise and assistance to ensure this important project is completed on-time and on-budget.



## Schedules and Deadlines Budget and Cost Accounting



**Schedules and Deadlines** – are established with the client at the start of the project. These deadlines are set up in a software package to assist project managers in tracking actual tasks and completion. All project managers are familiar with this scheduling procedure and required to use it. Internal weekly resource meetings are held to check progress and reallocate staff resources if necessary.

**Budget Management & Cost Accounting** – Keeping a project in budget requires having the right information and current information. ELR uses a daily web-based time sheet program. Project managers know where projects are relative to budget on a daily basis. At no time is the project manager unaware of what has been charged to the project.

We use this same system to provide accurate cost estimates. By comparing the scope of services to similar previous experience, we are able to carefully estimate project costs by properly adjusting for labor, equipment, and other expenditures.

In addition to your primary project team, other members of our organization may be called upon from time-to-time to provide their expertise and assistance to ensure this important project is completed on-time and on-budget.



On Time. On Budget.



- Our project approach will be to develop the schematic design for the boat ramp facilities based on the criteria identified as Exhibit A of the RFQ.
- We shall survey the boat ramp areas as necessary for the construction document preparation. We will coordinate access issues with WVDOH and the cities of Winfield and Huntington. Review operational concerns with WVDNR, each city, and WVDEP for stormwater and construction permits.
- A geotechnical investigation of the launch areas will be performed after completion of schematic design and prior to proceeding to construction documents to verify structural requirements for the ramp, docks, the pavements and earthwork operations.
- Construction documents will be finalized with review by WVDNR prior to preparing the required permits from WVDEP, WVDNR, and the US Army Corps of Engineers.
- Prepare the bidding documents and assist the state with bidding and bid evaluation for contractor selection.
- Provide construction administration and monitoring as per the state's direction.
- Aerial photographs of each site is shown.

#### **Key Issues to review at the Winfield site:**

- Access into the site along the narrow Garfield Street (16')
- 15' of grade from the Kanawha River normal pool elevation to the possible parking area around the Winfield Community Center.
- A flat lot from the community center southwest to under the Route 34 Bridge exists which is approximately 70' x 320' long to place the ramp and parking facilities

#### **Key Issues to review at the Huntington (Guyandotte) site:**

- Review existing pavements for replacement where necessary
- Remove silt on the ramp and determine if existing ramp needs replaced
- Possibly utilize existing ramp to develop new courtesy docks.



# Project Approach



# Project Approach





**West Virginia Division of  
Natural Resources**

**Wildlife Resources Section**

**QA/QC**

Ed Robinson, P.E., P.S.

**Project Manager**

Eric Coberly, P.E.

**City of Winfield  
City of Huntington**

**Engineering & Design**

Jeff Nelsen, PLA  
Michael Williams, P.E.

**Construction  
Inspection**

Jeff Casto

**Surveying &  
Mapping**

James Rayburn, P.S.



## **Education**

M.S. Civil Engineering, University of West Virginia College of Graduate Studies, 1981  
B.S. Civil Engineering, West Virginia Institute of Technology, 1969

## **Registrations**

Registered Professional Engineer in West Virginia, Kentucky, Ohio, Pennsylvania, North Carolina, South Carolina, Virginia, Georgia, Maryland and Colorado  
Registered Professional Surveyor in West Virginia

## **Professional Experience**

Mr. Robinson founded E. L. Robinson Engineering Co. in 1978 with four employees. Initially the firm provided land surveying and land development services. Over the course of the next 20 years, the firm added water and wastewater engineering as well as structural inspection services simultaneously growing to 14 employees.

Under his leadership, E. L. Robinson enters the new millennium as a multi-disciplined professional services firm that utilizes the latest technology in the design of highways, bridges, structures, environmental, civil, and geotechnical projects as well as global position satellite surveying, right-of-way, construction inspection and architectural services.

The firm now employs more than 85 engineers, landscape architects, surveyors and support personnel and has been converted to an employee owned company through an Employee Stock Ownership Plan (ESOP).

## **Professional Memberships**

National Society of Professional Engineers

American Society of Civil Engineers

Water Environmental Federation

## **Offices Held**

Chairman of WVUIT Advisory Board  
President of West Virginia Council of Engineering Companies

Chairman Transportation Committee – WV Association of Consulting Engineers

State Director of West Virginia Society of Professional Engineers

President of West Virginia Society of Professional Engineers

Assistant Treasurer of the American Society of Civil Engineers

National Director of the ASCE representing WV, NC, SC and VA



# Edward L. Robinson, P.E., P.S.

*[continued]*

President of West Virginia Section of ASCE

## **Honors Awarded**

Alumnus of the Year – West Virginia University Institute of Technology, 1992

Engineer of the Year – West Virginia Society of Professional Engineers, 1997

Engineer of the Year – American Society of Civil Engineers, 1998

National Entrepreneur of the Year Finalist – Ernst & Young, 2001

Engineering Entrepreneur of the Year – Ernst & Young, 2001

Honorary PhD, Doctor of Science – West Virginia Institute of Technology 2002



## **Education**

M.S. Engineering of Mines, West Virginia University, 1990  
B.S. Engineering of Mines, West Virginia University, 1983

## **Registrations**

Registered Professional Engineer in West Virginia, Kentucky, Ohio, and Maryland

## **Professional Experience**

Mr. Coberly has more than 30 years of experience as an infrastructure and mining engineer. He has extensive experience in project planning, specifically in mining, site development, water and wastewater projects.

Mr. Coberly has managed projects with ELR which have involved site development, infrastructure planning, water, sewer, geotechnical analysis, abandoned mine reclamation projects, building construction, active surface mining projects, insurance investigations, providing expert witness services and various post mining land use projects. Additionally, he served as the Chief for the West Virginia Department of Environmental Protection Abandoned Mine Lands Division for more than 4 years. He has spent his career working to better the State of West Virginia in both the private and public sectors.

## **Representative Projects**

The following is a sample list of projects on which Mr. Coberly has served as Project Manager

- Scott Findley Road Waterline Extension Project - \$1.2 Million
- Exchange Road Phase I Waterline Extension - \$3.1 Million
- Putnam Business Park Utility Extension Phase II - \$1 Million
- Kenova Downtown Water System Upgrade - \$1.9 Million
- Kenova Prichard Waterline Replacement and Upgrade Project - \$4.7 Million
- Route 18 South-Snowbird Road Waterline Extension Project - 969,000
- Big Flint Waterline Extension Project - \$7.8 Million
- Poca Belt Press - \$1.6 Million
- Blue Knob Waterline Extension Project - \$2.3 Million
- Town of Burnsville Sewer Study - \$2.7 Million
- Bergoo Wastewater Collection and Treatment System Project - \$2.7 Million

## Education

Bachelor of Science in Landscape Architecture, West Virginia University, 1976

## Registrations

Professional Landscape Architect in West Virginia, Indiana, Ohio, Maryland, Virginia, and Kentucky

## Professional Experience

Mr. Nelsen has practiced landscape architecture for over 30 years principally in West Virginia but also has completed projects in Ohio, Indiana and Pennsylvania. His professional experience has afforded him opportunities to assist clients with park and recreation planning and design, community and urban planning, streetscape design, campus planning for elementary, secondary and higher education facilities and site planning and design for residential, commercial and public places. He has been involved in environmental planning and restoration especially lands degraded from past mining practices. He has managed site development on significant projects such as the Stone-wall Jackson Resort and the Tamarack Art Center yet enjoys working with clients and communities assisting them visualize the improvements for their parcels and neighborhoods.

## Representative Projects

**Clay Center for the Arts and Sciences, Charleston, WV:** Prepared construction and bidding documents and provided construction administration for a new public plaza space at the corner of Leon Sullivan Way and Washington Street for Charleston's premier performing arts and science center. The site's design called creating a cool green zone for people to gather informally and as an entertainment venue for special events. The relative flat site consisted of a circular plaza and fountain surrounded by a concentric ring of granite seat walls at the edge of the pavement radiating outward into the lawn area. Large 4" and 6" caliper Linden and Honeylocust trees were planted to create a shaded canopy for the space in front of the center.

**Washington Street Streetscape, Charleston's East End, WV:** Prepared master plan, construction and bidding documents and provided construction administration services for the remaining segment of the Washington Street streetscape from the state Capitol grounds to Charleston Area Medical Center which entailed a ½ mile of sidewalk replacement, new street lighting, brick accent pavements, street trees, landscaping, utility line relocation and burial and new underground electrical service for 30 structures. Total budget for the project was approximately two million dollars.

**Rich Mountain, Laurel Hill and Corrick's Ford Civil War Battlefields, Randolph, Barbour and Tucker Counties, WV:** These are three distinct battlefields but are all related to each other because they are a progression of the first major conflict in northwestern Virginia in July, 1861 between approximately 9000 Union soldiers led by General George McClellan and 5000 Confederate troops led by General Robert Garnett. The armies engaged each other at these three locations over a week's time resulting in the defeat of the Confederate forces. This early Union victory allowed Union sympathizers in the western counties of Virginia to organize a secessionist movement to form the new state of West Virginia. Services included providing master planning, interpretation recommendations, signage and trail development for each of these sites with archeological and historical consultants on the team. The planning and design efforts of these new public lands were focused on preservation and interpretation of each site's story about West Virginia's role in the Civil War.

**Tamarack Art Center, Beckley, WV:** Working with the architect for the project prepared the site master plan and managed design for all exterior improvements including access road, bus and car parking, earthwork, stormwater



## Jeff Nelsen, PLA

*[continued]*

management, utility design, pedestrian walkways and plaza spaces, fountain design, landscaping, and irrigation design. This \$20 million facility is widely recognized in West Virginia and surrounding states as one of the finest venues for West Virginia artisans.

**Stonewall Jackson Resort, Roanoke, WV:** In the most recent major expansion of a West Virginia State Park, assisted the developer in an unique public private partnership to build new facilities at the park which included master planning for a lodge, golf course, expanded campgrounds, cabins, expanded day use facilities, trails and other site features. Prepared documents for regulatory review by the USACOE, WVDEP, and WVDNR. Managed the development of site preparation construction documents for the lodge, golf clubhouse, cabin area, and future campground areas. Assisted the golf course design team with storm water management and permitting issues. After the completion of new facilities have continued to assist the developer on future proposed amenities for the resort.

**BOPARC Master Plan Update, Morgantown, WV:** Due to the significant growth in Morgantown, assisted the Morgantown Board of Park and Recreation Commission with an update of the existing and proposed park facilities maintained by the City of Morgantown. This involved site review of approximately 20 facilities, development of a needs analysis survey and interpretation of its findings, preparation of new master plans for each park, preparation of cost opinions and phased recommendations for the planned \$12 million of improvements.

**Aspen Village, Timberline Resort, Canaan Valley, WV:** Provided master planning and managed site design, permitting and engineering for a new 50 lot subdivision near Timberline. The development involved grading layout for lots, roads, drives, utilities, pond enlargement, and site amenities. Project entailed 30 duplex and triples units and 20 single family lots. Coordinated utility extensions with each respective company and assisted several of the property owners with site planning of their home sites.

**West Side Community Renewal Plan, Charleston, WV:** Working with the Charleston Urban Renewal Authority, Charleston Planning Department and community leaders on the West Side developed the largest urban renewal plan within the city encompassing 228 acres and almost 900 buildings. With assistance of a public facilitation consultant held a series of meetings with residents and business owners to gain input into their vision for the plan. The adopted recommendations identified significant public and private recommendations with the strongest focus on a new home ownership zone around the new elementary school planned on Florida Street.



## **Education**

B.S. Engineering (Civil Engineering Emphasis), Marshall University, 2010

## **Professional Experience**

Mr. Williams graduated from Marshall University in May 2010 with a BS in Engineering with emphasis in Civil Engineering. Prior to graduation, he was a resident inspector for the construction of a 2 MGD Wastewater Plant, inspection of a 2 million gallon water storage tank, inspection on transportation projects, and inspection on recreational facilities. Since graduation, he has been assisting with the development of detailed technical specifications, plans, and construction management of large public construction projects dealing with Municipal Engineering in the fields of water, wastewater, stormwater, buildings, and transportation.

## **Representative Projects**

### **Stormwater:**

Ironton Riverfront Eroded Bank Restoration – Field Service Technician assisting in the construction of the placement of large size rip rap to prevent the river bank from slipping further.

City of Ironton North Ironton Sewer Separation Phase 1 – Project Engineer assisting in the design and specification for the construction of storm sewer to separate the combined sewer in the North Ironton area.

### **Transportation:**

Chesapeake Symmes Creek Road Slip Repair – Field Service Technician assisting in construction of an emergency permanent retaining wall for a 400-foot section of roadway.

Ironton Third Street Paving and Drainage – Field Service Technician assisting in construction of resurfacing and drainage improvements to 1.3 miles of City Streets.

Chesapeake North Huntington Heights Slip Repair – Project Engineer assisting in designing an emergency permanent retaining wall, plans, specifications, bidding assistance and construction administration for a 375-foot section of roadway.

South Point Safe Routes to Schools – Crew Chief responsible for topographic survey for the installation of concrete sidewalks around South Point Elementary School.

Ironton Bridge Inspections – Project Engineer assisting in the collection of field data to develop load ratings for five bridges.

### **Wastewater Treatment and Collection:**

Ironton ARRA Sanitary Sewer Rehabilitation – Project Engineer assisting in construction and overall project management of a 60 Mile Cured in Place Pipe (CIPP) and manhole rehabilitation to an existing combined sewer system.

Union Rome ARRA Biosolids Facility - Project Engineer assisting in construction of a Biosolids facility for sludge handling on a 2.0 MGD Wastewater Treatment Plant.

**Timothy B. Cart, P.E., P.S.**  
Project Engineer



## **Education**

B.S. Civil Engineering, West Virginia University, 1981

## **Registrations**

Registered Professional Engineer in West Virginia and Ohio

Registered Professional Surveyor in West Virginia

## **Professional Memberships**

American Society of Civil Engineers

## **Professional Experience**

Mr. Cart has over 30 years of experience in providing consulting engineering services. Clients served have included Industrial, Public and Private Institutions and State and Federal Agencies.

Mr. Cart has served as Project Engineer on numerous geotechnical investigations over the years. These projects have included highways, bridges, industrial sites and private development.

Mr. Cart has been involved in numerous projects where demolition of an existing structure was deemed the best way to alleviate dangers to the public. These projects have ranged from providing structural inspections of existing structures for government agencies, for single family dwellings in rural areas and multi-story hotels in urban areas.

Mr. Cart has also served as the Sewer Project Engineer for numerous projects revolving new structures where the existing property was occupied by an existing building. Demolition of the existing structure was necessary to prepare the site for the new facility.

He has designed numerous waterline extensions and sewer collection systems. These extensions have included providing service to many residential as well as industrial customers. The sewer collection systems have included design of systems to collect sewage from residential and industrial sites. Mr. Cart served as project engineer on several major waste water treatment plant upgrades for industrial clients in the Kanawha Valley. He has designed several plants to serve industrial as well.

Mr. Cart has performed over 100 Abandoned Mine Land Reclamations projects throughout Appalachia. These projects have been mainly in Ohio, West Virginia and Eastern Kentucky. These projects have involved draining flooded mine workings, support of ground experiencing or subject to Mine subsidence and the stabilization of landslides.

Mr. Cart has designed numerous retention and retaining ponds for sites. These designs have involved the determination of storm runoff and design of structures to safely retain and pass the required storm peak flows.



## Timothy B. Cart, P.E., P.S.

*[continued]*

His experience includes permitting activities for projects which have included:

- Railroad Occupancy Permits for Utilities
- NPDES Permits for Industrial and Public Wastewater Facilities
- Highway Permits for Utility Occupancy and Access Road Tie Ins
- Health Department Permits for Water and Sewer Projects
- US Corps of Engineers Permits - Nationwide and Individual
- West Virginia Public Lands Permits

### Representative Projects

**WVDOH - Nicholas County - Maintenance Headquarters Facility:** Mr. Cart performed a structural analysis on wall panels, garage door headers and pre-fabricated truss system for a wood framed building. Panels and trusses were originally designed by 84 Components Company. St. Albans West Virginia and E.L. Robinson Engineering Staff determined loads based on BOCA and ASCE-7 and performed check calculations of all wall panels, trusses and other building components. Where stresses were found to be too high, additional members or alternative members were added. After correction a summary report of the analysis was provided to the WVDOH for review.

**Pump Station Buildings - South Putnam PSD:** Mr. Cart designed several pump station buildings to house the potable water pumps for the South Putnam PSD – Water System. These designs included overhead rail systems To assist maintenance personnel in the removal of pumps from the facilities.

**Preston County - Buckwheat Express - Bus Storage Facility:** Mr. Cart designed the concrete foundation system for the 132' x 80' metal building to be erected in a high snow load and high wind load environment. Building loading was based on the International Building Code and applicable portions of the ASCE-7 for wind loading.

**Blackwater Falls State Park:** He has designed 75 x 60 timber framed building to provide shelter and screening of a WWTP in a state park. The design included a foundation system capable of resisting both vertical, lateral and uplift loading. The design incorporates rough timber to blend the building into the natural surroundings.

Mr. Cart has performed numerous structural inspections of homes and buildings throughout the Kanawha Valley and State of West Virginia. He has also prepared reports which detail the structural deficiencies and recommendations on necessary repairs.



## Education

A.S. Mechanical Engineering, West Virginia Institute of Technology, 1970

## Registrations

Registered Professional Surveyor in West Virginia

## Professional Memberships

American Congress on Surveying and Mapping

The American Association for Geodetic Surveying (AAGS)

Member Organization of ACSM.

Cartography and Geographic Information Society (CaGIS)

Geographic and Land Information Society (GLIS)

National Society of Professional Surveyors (NSPS)

West Virginia Association of Land Surveyors, Inc.

## Professional Experience

Mr. Rayburn currently serves as Manager of Surveying for E.L. Robinson Engineering (ELR) and has more than 30 years of Design Surveying and Construction Surveying experience. The responsibilities include management of surveying and control for various design projects, including highways, buildings, and bridges. In addition, Mr. Rayburn manages and performs work consisting of courthouse research for property ownership resolution for the above mentioned project types. This includes preparation of property resolution maps, deed descriptions for property acquisitions required for project plan preparation. Mr. Rayburn has experience in Geodetic Control Surveys, 3D Laser Scanning, Photogrammetric Control, Topographic Surveys, Cemetery Surveys, Boundary Surveys, Construction Stakeout, Subdivision Surveys, along with Hydrographic surveys of river and lake bottoms. A few of the more notable surveying projects performed by ELR under the supervision of Mr. Rayburn, has been the Blennerhassett Bridge Project, 11 continuous miles of Corridor H design surveys, GPS Control for the West Virginia Statewide Mapping and Addressing Board Project, 3D Laser Scan and mapping of the CAMC Parking Garage partial collapse, and 3D Laser Scanning of I64/I77 Retaining Wall for Monitoring.

## Representative Projects

### Design Surveys

- **Corridor H (WVDOT) Hardy County, WV:** Lead Surveyor for Design Surveys, Right of Way Staking, etc. for approximately 11 miles of Corridor H in Hardy County, WV. This was for Sections 6 & 7 of Corridor H, both Sections of which are now under construction. Estimated construction cost of \$150 million dollars.
- **WV Route 10 (WVDOT) Logan to Man WV, Logan County, WV:** Lead Surveyor for Design Surveys for a section approximately five miles in length from Man, WV, to Rita, WV, including the Man Bridge. Also provided control surveying for the entire project length of approximately 12 miles. The approximate five miles section of roadway is now under construction at an estimated cost of \$51 million dollars.



## J. Tom Rayburn, P.S.

[continued]

- **Blennerhassett Bridge, Corridor D (WVDOT), Wood County, WV:** Lead Surveyor for Design Surveys for this landmark Bridge Project which is now under construction at an estimated cost of \$120 million dollars.
- **James Ramsey Bridge (WVDOT) Potomac River, Shepardstown, WV:** Lead Surveyor for Design Surveys for this Bridge Project which is now completed at an estimated cost \$15.5 million dollars. This project involved working in an environmentally historic area, which adjoined a National Park.
- **US Route 35 (WVDOT) Mason County, WV:** Lead Surveyor for Design Surveys for two Design Sections each approximately 2.5 miles in length from Lower Five Mile Road to Upper Nine Mile Road. Also provided control surveying for the entire US 35 design project length of approximately 22 miles.
- **I64/US 35 (WVDOT) I64 to US 34 Crooked Creek, Putnam County, WV:** Lead Surveyor for Design Surveys, Right of Way Staking, etc. for approximately four miles of US 35 including Interstate 64 Ramps and Fly-overs in Putnam County, WV. This included the I64 Bridges and Flyovers, which is now under construction.
- **ATB-Parrish Road (ODOT) Ashtabula County, Ohio:** Project Design Surveyor for rail grade separation project. Project involved roadway realignment, 900' new bridge, new waterline, storm and sanitary sewers. Project is currently under construction. Estimated construction cost: \$8.6 million.
- **PIC-23-3.21 and Various (ODOT) Pickaway County, Ohio:** Project Design Surveyor for ODOT Project PIC-23-3.21 and Various. Project involves deck replacements along 11 miles of US 23 in Pickaway County. Project includes large diameter culvert liner, interchange upgrade that includes mainline profile correction, ramp reconstruction, and addition of barrier wall and storm drainage. Project is currently under design (90%). Project scheduled for construction in 2007. Estimated construction cost: \$12 million.
- **ATB-90-22.06 (ODOT) Ashtabula County, Ohio:** Project Design Surveyor for Interstate Reconstruction Project. Project includes total pavement replacement, bridge widening, and contra – crossover maintenance of traffic, culvert replacements and storm sewer rehabilitation and sign replacements. Project is currently under design (50%) and scheduled for construction in 2011. Estimated construction cost: \$36 million.

### Construction Surveys

- **Corridor D (WVDOT) Wood County, WV:** Lead Surveyor for Highway/Bridge Construction Monitoring surveys for the following segments of Corridor D and related relocation projects:
  - Godbey Athletic Field Relocation Construction
  - Godbey Colt Field and Soccer Field Construction
  - West WV 47-East WV 47 Highway/Bridge Construction
  - East Buckeye-West Little Kanawha River Highway/Bridge Construction
- **Interstate I-79 Widening and Median Barrier (WVDOT) Harrison County, WV:** Lead Surveyor for construction layout surveys for the widening of I-79 from the Meadowbrook Exit, north to the Jerry Dove Exit approximately three miles in length, as a subcontractor to the prime contractor.
- **CAMC 33rd Street Relocation and Building Expansion, Charleston, WV:** Lead Surveyor for construction layout surveys for 33rd Street relocation along with ancillary items including sidewalks, drainage and utilities. Also layout surveys for building expansion project.
- **Saturn Dealership, Hurricane, WV:** Lead Surveyor for Saturn Dealership site development and access roads at Hurricane Interchange of Interstate 64



## Education

High School Diploma, Herbert Hoover High School, 1975  
Carver Career Center, 1975

## Certifications

Fairmont State University Level IV (TET-SC)  
NICET Level IV Construction Certification

Class A CDL License

WVDOH PCC Inspector

WVDOH Aggregate Sample  
OSHA 40 Hour Training Class

Lead Worker in Safety Course

Turn of the Nut & Rotational Capacity

## Professional Experience

Mr. Casto has 14 years experience with WVDOH District I. He has experience in all phases of construction on projects. He has worked as an inspector on WV Highways and Bridge Projects throughout the state. Some of the projects Mr. Casto has been involved with include: lead removal, pipe replacements, slip repair, bridge replacement, and ramp and road widening.

## Representative Projects

**Corridor D, Route 50, Parkersburg, WV** – Supervisor – 5 separate projects which included 9 bridges with construction of all phases.

**Ohio DNR, Pomeroy, Ohio** – Lead Inspector – Remove and repair slip.

**Earl Ray Tomblin Industrial Park, Logan County, WV** – Installation of storm and sanitary sewer, water line and construction of roadway, curbs, gutters and lighting.

**Charleston Area Medical Center General Division, Charleston, WV** – Lead Inspector – Repair of collapsed parking building.

**Charleston Area Medical Center Memorial Division, Charleston, WV** – Lead Inspector – Two construction projects that required roadway construction, storm sewer, sanitary sewer and water line relocation on work of 33rd Street replacement.

**Chief Logan State Park, Logan, WV** – Lead Inspector – Inspected excavation and compaction of materials in preparation of building pad for recreational center.

**Charles Pointe – North Land Bay, Bridgeport, WV** – Lead Inspector - Inspected construction work on Charles Pointe Development. The work consisted of installation of storm and sanitary sewer, water line construction, curbs, lighting and roadway construction.

### Ironton Riverfront Docks Project



**CLIENT:**

City of Ironton, Ohio

Katrina Keith, Mayor  
City of Ironton, Ohio  
301 South Third Street  
Ironton, Ohio 45638  
Phone: 740.532.3833

**COST: \$668,877**

E.L. Robinson Engineering is responsible for project planning, funding, USACE permitting, design, and construction management of the installation of transient boat docks at the Ironton, Ohio Riverfront. The project provides 30 transient boat slips along 450 linear feet of floating dock, a 230 foot long sheet piling retaining wall and river walk, and an aluminum gangway to provide access to the floating docks from the river walk.



## Gallipolis Riverfront Improvements



**CLIENT:**  
City of Gallipolis, Ohio

Eugene Green, City Manager  
City of Gallipolis, Ohio  
2020 Chestnut Street  
Ironton, Ohio 45631  
Phone: 740.446.1789

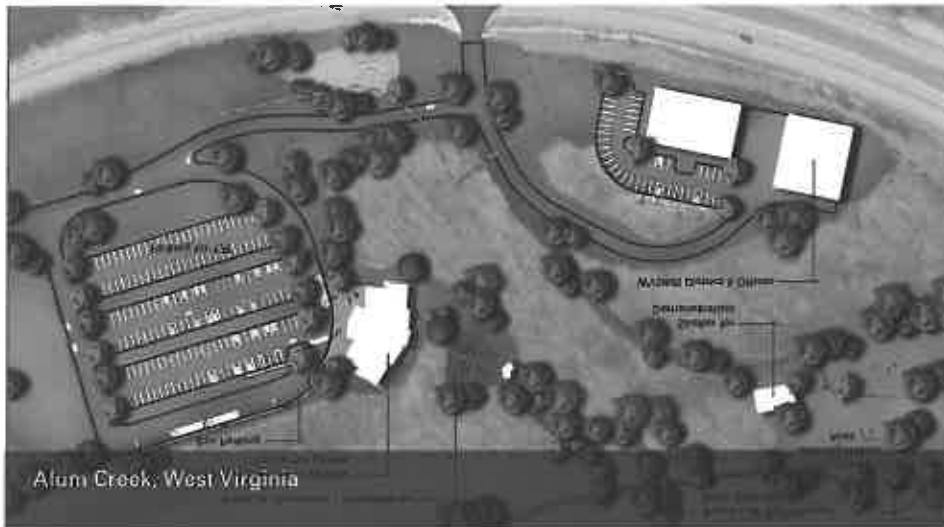
**COST:** \$792,250

E.L. Robinson Engineering is responsible for project planning, permitting, design, and construction management of Riverfront Access Improvements for the City of Gallipolis, Ohio. The project provides upgrades to the existing river access including a new access road, 37 additional boat trailer parking spaces with make ready and tie down areas, 9 vehicle parking spaces, new floating courtesy dock and gangway at the existing boat ramp, parking lot lighting, and concrete amphitheater seating.





### Forks of Coal State Natural Area/Claudia L. Workman Wildlife Education Center



**CLIENT:**  
West Virginia Division of  
Natural Resources

Brad S. Leslie, P.E.  
Assistant Chief West Virginia  
Division of Natural Resources  
State Parks Section  
324 4th Avenue  
South Charleston, WV 25303  
Phone: 304.558.2764 Ext. 51823  
E-Mail: [bradley.s.leslie@wv.gov](mailto:bradley.s.leslie@wv.gov)

WVDNR retained E.L. Robinson in 2015 to prepare a master plan for this 100 plus acre site donated to the State of West Virginia for the development of the state's first natural area. The site is located at the forks of the Big Coal and Little Coal River, approximately twenty miles from downtown Charleston.

In 2015, WVDNR retained the team of E.L. Robinson Engineering and ZMM Architects to prepare construction documents for the Forks of Coal Natural Area and the Wildlife Education Center.

This site related elements ELR will design are:

- Access road off US 119 and car and bus parking area for the Claudia L. Workman Wildlife Education Center
- Site development for the Education Center including entry courtyard and outdoor classroom/amphitheater
- Entry sign
- Trailhead parking
- Waterline extension from the Lincoln County PSD and an onsite sewage treatment facility for the education center
- Landscape plans for the center
- Other pedestrian linkages

### Ice Creek Boating and Fishing Access Phase I and II



**CLIENT:**

Village of Coal Grove, Ohio

Larry McDaniel, Mayor  
Village of Coal Grove, Ohio  
513 Carlton Davidson Lane  
Coal Grove, Ohio 45638  
Phone: 740.532.8875

The Village of Coal Grove received the Cooperative Boating Facility Grant from the ODNR to construct a Boat Ramp complete with floating docks and Access to the site. The project consisted of 75 feet of floating docks complete with guide piles, drainage, and site work to install an asphalt parking area.

E.L. Robinson Engineering was responsible for obtaining funding, final design, and construction administration for the two phases of the project.



### Kanawha Falls Public Access



**CLIENT:**  
West Virginia Division of  
Natural Resources

Zack Brown, Division of  
Natural Resources - Wildlife  
Resources 324 4th Avenue  
South Charleston, WV 25303  
Phone: 304.558.2771

E.L. Robinson's landscape architects prepared construction documents for this unique natural landmark on the Kanawha River just down stream from its formation at Gauley Bridge. This project included a boat ramp, access road, parking facilities, fishing pier, trails, and picnic sites for this excellent fishing area as well as a very scenic tourist spot along US Route 60 in Fayette County.

This project was completed by E.L. Robinson's landscape architects prior to their affiliation with the firm.



## South Mill Creek Lake Area



Grant County Near Petersburg, West Virginia

**CLIENT:**  
U.S. Natural Resources  
Conservation Service

Andy Deichert  
1550 Earl Cove Road Suite 200,  
Morgantown, WV 26505  
Phone:304.284.7540

E.L. Robinson's landscape architects provided Master planning and construction documents for the 100 car/trailer parking lot, access road, boat ramp, accessible fishing dock, pit toilet, and picnic facilities for South Mill Creek Lake recreation development.

This project was completed by E.L. Robinson's landscape architect prior to their affiliation with the firm.



### Mud River Recreation Area



**CLIENT:**  
U.S. Natural Resources  
Conservation Service

Andy Deichert  
1550 Earl Cove Road Suite 200,  
Morgantown, WV 26505  
Phone: 304.284.7540

E.L. Robinson's landscape architects provided a master plan and construction documents for the development of a 200-acre recreation facility associated with a new flood control lake on the Upper Mud River in rural Lincoln County, WV. The recreational use area features a diverse natural habitat with steeply sloping mature beech, oak and hemlock forests, rock outcrops and upland meadows dotted with young maples and pine thickets. Historic Native American habitat is documented at a rock ledge shelter located on-site.

Development included 2 boat ramps and related parking, beach, bath house, picnic areas, shelters, trails, tot play playfields along new-formed park roads and parking areas. Utility service to the facility is provided through on-site water and wastewater systems for collection, distribution and treatment.

This project was completed by E.L. Robinson's landscape architects prior to their affiliation with the firm.



## Beech Fork State Park Lodge Development



**CLIENT:**

West Virginia Division of  
Natural Resources

Brad S. Leslie, P.E.  
Assistant Chief West Virginia  
Division of Natural Resources  
State Parks Section  
324 4th Avenue  
South Charleston, WV 25303  
Phone: 304.558.2764 Ext. 51823  
E-Mail: [bradley.s.leslie@wv.gov](mailto:bradley.s.leslie@wv.gov)

West Virginia Division of Natural Resources has considered a lodge for Beech Fork State Park since before it was opened in 1979. Several studies were completed in the past examining six possible sites for lodges ranging in size from 75 to 150 rooms. The last studies completed in 1995 recommended a 150 room lodge at Stowers Branch.

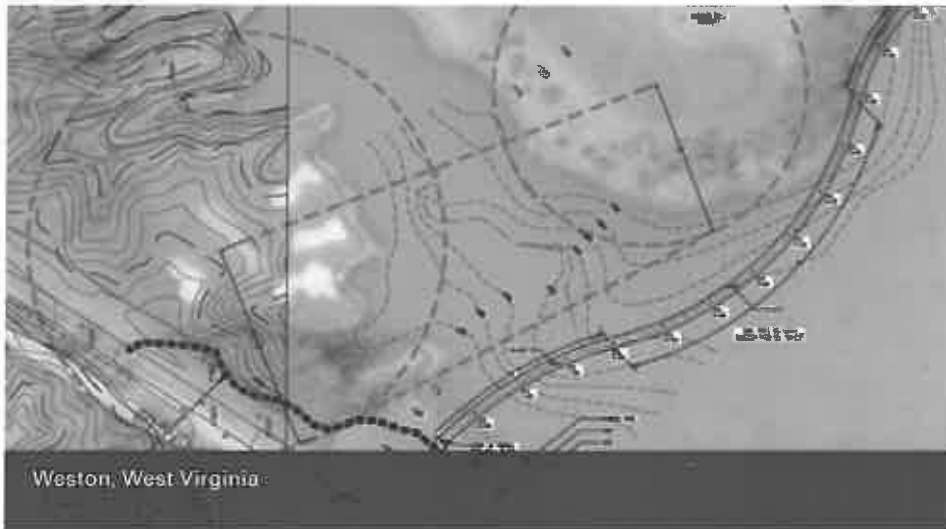
WVDNR retained E.L. Robinson's landscape architects in 2008 to study a new site near the Beech Fork Lake dam and marina for the feasibility of building a 35, 50, or 75 room lodge. This study found from earth work calculation, cost estimates, and slope analysis maps that the Stowers Branch site was still the most desirable based on costs, proximity to the lake, and visual impact on the park.

In 2011, WVDNR retained the team of E.L. Robinson Engineering and ZMM Architects to prepare a feasibility study for a 75 room lodge at the Stowers Branch location. This site is located near the swimming beach owned and operated by US Army Corps of Engineers and two miles by road from the Beech Fork Lake Dam.

This site was selected after two previous studies completed in 1994 and 2008. It was concluded that after studying six other possible locations, the Stowers Branch Site proved to be the most desirable location. This study is the basis of WVDNR efforts to lease additional USACOE property for the state park's facilities expansion.



### Stonewall Jackson Resort Park Pedestrian Bridge



**CLIENT:**

West Virginia Division of  
Natural Resources

James G. Schotsch, P.E.  
WVDNR-Parks and Recreation  
1200 Harrison Ave, Ste. 222  
Elkins, WV 26241  
Phone:304.637.0301  
E-Mail: james.g.schotsch@  
wv.gov

West Virginia DNR received grant to build a pedestrian bridge approximately 900 feet across the lake from the lodge to the campground. An initial concept plan was developed for the bridge in 2008 which serves as the basis of the final design which EL Robinson was retained to develop.

It will be a 10' wide timber pile bridge with appropriate wooden decking and handrail. The accessible approach on the lodge side is complete and the contractor will be required to connect the bridge to that existing approach. At the campground end of the bridge an alignment will be shown on the plans that will allow for the Resort to build that accessible approach separate from the bridge construction.



### **Blackwater Falls State Park Sewage Treatment Plant Replacement**



**CLIENT:**

West Virginia Division of Natural Resources, Parks and Recreation

Brad S. Leslie, P.E.  
Assistant Chief West Virginia Division of Natural Resources State Parks Section  
324 4th Avenue  
South Charleston, WV 25303  
Phone: 304.558.2764 Ext. 51823  
E-Mail: [bradley.s.leslie@wv.gov](mailto:bradley.s.leslie@wv.gov)

E.L. Robinson Engineering Co. was contracted by the West Virginia Division of Natural Resources, Parks & Recreation to design a new concrete sewage treatment plant which eliminates the potential for rust. The new plant also uses ultraviolet disinfection and provides a sand filter prior to discharge into the Blackwater Canyon.

The new plant was constructed adjacent to the existing plant. E.L. Robinson's design kept the existing plant in service during construction. A new building was also designed to match the building housing the existing plant.





### Tygart Lake State Park Wastewater Treatment Plant



**CLIENT:**

West Virginia Division of  
Natural Resources, Parks and  
Recreation

Brad S. Leslie, P.E.  
Assistant Chief West Virginia  
Division of Natural Resources  
State Parks Section  
324 4th Avenue  
South Charleston, WV 25303  
Phone: 304.558.2764 Ext. 51823  
E-Mail: [bradley.s.leslie@wv.gov](mailto:bradley.s.leslie@wv.gov)

E.L. Robinson Engineering Co. was retained by the West Virginia Division of Natural Resources, Parks and Recreation, to provide planning, design and construction administration services for a new waste water treatment plant for Tygart Lake State Park near Grafton, West Virginia.

The existing treatment plant was replaced by an 8,000 gallon per day package plant, with new controls and electrical equipment. The new plant serves the lodge. A concrete retaining wall was also constructed due to poor soil conditions at the plant site.

## References



### **Brad Leslie, P.E. Assistant Chief**

West Virginia Division of Natural Resources  
324 Fourth Ave.  
South Charleston, WV 25303

### **Larry McDaniel, Mayor**

Village of Coal Grove, Ohio  
513 Carlton Davidson Lane  
Coal Grove, Ohio 45638  
740.532.8875

### **Katrina Keith, Mayor**

City of Ironton  
301 S. Third Street  
Ironton, Ohio 45638  
740.532.3833

### **Ryan Burns, Program Manager**

Recreational Trails Fund Program  
West Virginia Division of Highways  
1900 Kanawha Blvd., East  
Building 5, Room 450  
Charleston, WV 25305  
304.558.9297

### **Eugene Green, City Manager**

City of Gallipolis  
2020 Chestnut Street  
Gallipolis, Ohio 45631



# **RFQ Required Attachments**



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: 246212

Doc Description: A & E SVC's for Winfield & Huntington Boating Facilities

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-15	2016-10-26 13:30:00	CEOI 0310 DNR1700000002	1

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

**Vendor Name, Address and Telephone Number:**

E.L. Robinson Engineering  
 5088 Washington Street, West  
 Charleston, WV 25313

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 55-0594633

DATE 10-26-16

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

**Expression of Interest**

The West Virginia Purchasing Division is soliciting Expression(s) of Interest for the Agency, The Division of Natural Resources WVDNR, from qualified firms to provide Architectural/Engineering and other related professional services to design and provide construction contract administration services for design of boat ramps, courtesy docks, access roads, and parking areas at sites located in the Town of Winfield and near the mouth of the Guyandotte River in Huntington, WV. to as defined herein.

\*Online submissions are prohibited for Expression of Interest \*

		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION 324 4TH AVE CHARLESTON WV25305 US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION 324 4TH AVE SOUTH CHARLESTON WV 25303 US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Professional engineering services		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description :**

A/E services necessary to design and construct boating facilities in the Town of Winfield into the Kanawha River and in the City of Huntington into the Ohio River.

<b>DNR170000002</b>	<b>Document Phase</b> Draft	<b>Document Description</b> A & E SVC's for Winfield & Huntington Boating Facilities	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**EXPRESSION OF INTEREST**  
**Boating Facilities Design and Construction**  
**Town of Winfield and Mouth of Guyandotte River**

**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 purpose of the project for which bids are being solicited is necessary Architectural, Engineering, and Construction Administration Services for design of boat ramps, courtesy docks, access roads, and parking areas at sites located in the Town of Winfield and near the mouth of the Guyandotte River in Huntington, WV. (“Project”).
- 3. SCHEDULE OF EVENTS:**

Release of the EOI.....09/15/2016  
 Firm’s Written Questions Submission Deadline. ....10/06/16 at 9 AM. EST  
 Addendum Issued .....TBD  
 Expressions of Interest Opening Date.....10/26/2016 at 1:30 PM. EST.  
 Estimated Date for Interviews (wk. of?).....TBD

**EXPRESSION OF INTEREST**  
**Boating Facilities Design and Construction**  
**Town of Winfield and Mouth of Guyandotte River**

**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: 10/06/2016 at 9:00 AM. EST.

Submit Questions to: Guy Nisbet  
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 of 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         N/A         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:** 10/26/2016 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**

### **Boating Facilities Design and Construction**

### **Town of Winfield and Mouth of Guyandotte River**

#### **SECTION THREE: PROJECT SPECIFICATIONS**

- 1. Location:** Agency is located at 324 4<sup>th</sup> Ave, South Charleston, WV and the proposed Project will be completed at the end of Garfield Street in Winfield, WV and at the end of Buffington Street in Huntington, WV.
- 2. Background:** The Division of Natural Resources develops Public Access Sites for fishing and boating on West Virginia Rivers and lakes. There is currently no public access site in the City of Winfield. The current ramp in Huntington launches into the mouth of the Guyandotte River and its usability is diminished due to silt deposition. The successful vendor will be responsible for designing modern ADA compliant boat ramps, courtesy docks, and paved parking areas for both launching areas.
- 3. 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 were and how they were met.
  - 3.1** 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.

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- 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.

#### **4. Project and Goals: The project goals and objectives are:**

Goal/Objective 1: Provide all necessary Architectural, Engineering, and Permitting Services for the design and construction of the Project.

Goal/Objective 2: Provide all necessary services to design the Project in a manner that is consistent with the Division of Natural Resources needs, objectives, current code, and budget and that complements the design and layout of the associated areas.

Goal/Objective 3: Prepare bidding packages in accordance with the procedures of the West Virginia Purchasing Division of the Administration Section.

Goal/Objective 4: Provide Construction Contract Administration Services that ensure that each task is constructed and functions as designed.

5. **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:

##### **5.1. 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 3.

Vendor shall provide examples, either electronically or in handout form, of previous projects of a similar nature.

Vendor shall provide cost estimates of said projects vs actual costs incurred.

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

1. **Economy of Preparation:** EOI's 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.



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- 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>         |

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**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 \_\_\_\_\_ three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed ~~thirty-six~~ (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 \$1,000,000.00  
\$2,000,000.00 aggregate or more.

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

As defined in the AIA B101-2007 WV Supplementary Conditions, Article 2 dated 06/01/2009.

**Automobile Liability:** \$1,000,000.00 combined single limit

**WV Workers Compensation:** WV Statutory requirements including Wv Code 23-4-2 (Mandolidis)

**Professional Liability:** \$1,000,000.00 each occurrence on a claims made basis.

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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

**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.

Eric Coberly, P.E., Project Manager  
 (Name, Title)  


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 (Printed Name and Title)  
5088 Washington Street, West Charleston, WV 25313  
 (Address)  
304-776-7473/304-776-6426  
 (Phone Number) / (Fax Number)  
Eric Coberly, P.E., Project Manager  
 (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.

E.L. Robinson Engineering  
 (Company)

 ERIC L. COBERLY PROJECT MANAGER  
 (Authorized Signature) (Representative Name, Title)

Eric Coberly, P.E., Project Manger  
 (Printed Name and Title of Authorized Representative)

10-26-16  
 (Date)

304-776-7473/304-776-6426  
 (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 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.

E.L. Robinson Engineering  
Company

  
Authorized Signature

10-26-16  
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 exceed five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: E.L. Robinson Engineering

Authorized Signature: [Signature] Date: 10/26/16

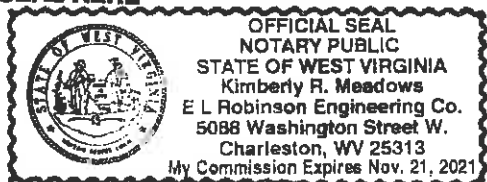
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 26 day of October, 2016

My Commission expires November 21, 2021.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

[Signature]

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