

EXPRESSION OF INTEREST

**SITE CHARACTERIZATION STUDY,  
LEACHATE MANAGEMENT & CLOSURE CAP WITH  
QA/QC FOR CITY OF WHEELING LANDFILL**

Solicitation No. CEOI 0313 DEP17000000002

November 22, 2016

11/22/16 09:34:52  
WV Purchasing Division

**BURGESS & NIPLÉ**  
Engineers ■ Environmental Scientists ■ Planners

Ms. Jessica Chambers  
Senior Buyer  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

Re: Site Characterization Study, Leachate  
Management & Closure Cap with QA/QC for  
City of Wheeling Landfill  
(Solicitation No. CEOI 0313  
DEP1700000002)

November 22, 2016

Dear Ms. Chambers:


Burgess & Niple, Inc. (B&N) is pleased to present our qualifications and propose alternative solutions in our Expression of Interest (EOI) for the Site Characterization Study, Leachate Management & Closure Cap with QA/QC for City of Wheeling Landfill (Solicitation No. CEOI 0313 DEP1700000002). **B&N has completed more than 634 solid waste management related projects since 1990** for municipalities, counties, regions, private individuals, and industries. Our staff has experience in nearly every facet of solid waste management, from siting and construction to operation and post-closure. We stay apprised of the best available and emerging trends in the industry, resulting in the following benefits for you:

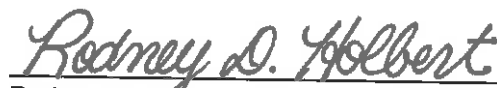
- 1) **A green on-site solution that results in lower long-term costs.** We have had past success with two on-site leachate solutions: phytoremediation and engineered wetland treatment cells. Phytoremediation results in a reduced leachate volume through improved performance over a traditional clay cap and also serves to treat any remaining leachate to within discharge limits. We have treated landfill leachate using phytoremediation and enhanced landfill cap design as our solution. We have also designed and overseen the construction of engineered wetlands to provide on-site leachate treatment.
- 2) **An enhanced community due to beneficial reuse of your adjacent land.** We understand that while the nearest public park is only 1 mile away, the City of Wheeling landfill is poised on prime real estate and could be converted to a recreational area or educational center. We look forward to evaluating options for a beneficial reuse of this site as part of the design and closure in order to enhance the surrounding community. We pride ourselves with the successful conversion of former industrial brownfields and pre-regulation municipal landfills into spaces that are beneficial to the surrounding community, such as an urban park. In addition, the south-facing landfill surface could be a prime candidate for the development of a solar energy farm.
- 3) **The potential to offset closure costs using an alternate capping material.** We recognize the need for the investigation of alternate funding or revenue for historical projects such as this. We propose partnering with Shale Recycling LLC to investigate the use of alternative capping materials that may result in an offset of landfill closure costs. Shale Recycling LLC offers on-site treatment solutions using enhanced bioremediation on an engineered treatment pad to remediate drill cuttings. Once treated, the materials can be reused as alternate capping material. The cost offset would result from charging the oil and gas producers a disposal fee.

We are excited about the opportunity to work with the City of Wheeling on this project and would appreciate the chance to further discuss our project approach. If you have questions regarding this EOI or need additional information, please call me directly at 614.459.2050.

Sincerely,

**BURGESS & NIPLE, INC.**

  
Brent R. Smith, LRS, CPG, Project Manager

  
Rodney D. Holbert, Principal-in-Charge

BRS:cmc  
Enclosure

# Contents

	PAGE
<b>Statement of Qualifications</b>	
Cover Letter	
1.0 Introduction	1-1
2.0 Solid Waste Services	2-1
3.0 Specific Project Experience	3-1
4.0 Project Team	4-1
5.0 Client Testimonials	5-1
<b>Attachments</b>	
EOI: City of Wheeling Landfill Closure Cap Design with QA/QC	
Certification and Signature Page	
Purchasing Affidavit	
Addendum Number 1	
Addendum Acknowledgement Form	
WVDEP Consultant Confidential Qualifications Questionnaire	
Addendum Number 2	
Vendor Preference Certificate	

**Burgess & Niple, Inc.**

Burgess & Niple (B&N) was founded in Columbus, Ohio in 1912 and has been in continuous operation since that time. The original expertise and one of the continuing strengths of B&N has been the field of water and wastewater engineering. Building on a sound reputation of providing quality engineering services to our municipal, industrial, and private clients, B&N has grown to 330 professional and support personnel and provides many types of engineering service. For over two decades, B&N has been ranked among *Engineering News-Record's* Top 500 Design Firms. *ENR* ranked B&N 181<sup>st</sup> on its 2016 list of the Top 200 Environmental Firms. The following is a list of the varied services provided by B&N.

**Environmental Engineering**

*Site Assessments*  
*Soil & Groundwater Remediation*  
*Water & Wastewater Treatment*  
*Solid & Hazardous Waste*  
*Geotechnical Services*  
*Groundwater Development*  
*Compliance Assistance*  
*Wetlands Assistance*

**Other Services:****Architecture**

*Facilities Programming*  
*Space Planning*  
*Design*  
*Landscape Architecture*

**Construction Services**

*Contract Administration*  
*Resident Project Representation*  
*Shop Drawing Review*  
*Record Drawings*

**Electrical Engineering**

*Substations*  
*Power Distribution*  
*Lighting Design*  
*Controls & Instrumentation*

**Hydraulics & Hydrology**

*Watershed Planning*  
*Reservoir & Dam Studies*  
*Hydraulic Structures Design*  
*Hydroelectric Power Facilities*

**Mechanical Engineering**

*Energy Studies*  
*Heating/Ventilating/Air Conditioning*  
*Plumbing Design*  
*Fire Suppression*

**Water & Wastewater**

*Treatment Plants*  
*Water Distribution Systems*  
*Sanitary Sewer Systems*  
*Sludge Handling*  
*O&M Manuals*

**Municipal Engineering**

*Planning*  
*Stormwater Management*  
*Utility Engineering*  
*Land Development*  
*Rate Studies*

**Transportation**

*Street & Highway Design*  
*Bridge Design & Inspection*  
*Traffic Engineering*  
*Railway Design*

**Structural Engineering**

*Building Design*  
*Foundation Systems*  
*Inspection/Evaluation*

## Offices

### **Columbus**

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Columbus, OH 43220  
614.459.2050  
614.451.1385 Fax

### **Akron**

Akron Centre Plaza  
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Akron, OH 44308  
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330.376.5741 Fax

### **Parkersburg**

4424 Emerson Avenue  
Parkersburg, WV 26104  
304.485.8541  
304.485.0238 Fax

## Other Offices:

### **Austin**

4029 Capital of Texas Highway  
Ste. 220  
Austin, TX 78704  
512.306.9266  
512.306.9550 Fax

### **Houston**

10701 Corporate Drive, Ste. 118  
Stafford, TX 77477  
281.980.7705  
281.980.0455 Fax

### **Painesville**

100 West Erie Street  
Painesville, OH 44077  
440.354.9700  
440.352.8373 Fax

### **Cincinnati**

312 Plum Street, 12<sup>th</sup> Floor  
Cincinnati, OH 45202  
513.579.0042  
513.579.0321 Fax

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Capital Center, Ste. 920  
251 North Illinois Street  
Indianapolis, IN 46204  
317.237.2760  
317.237.2755 Fax

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Tempe, AZ 85281  
602.244.8100

### **Dallas**

12750 Merit Drive  
Park Central 7, Ste. 425  
Dallas, TX 75251  
972.620.1255  
972.620.8028 Fax

### **Louisville**

400 Blankenbaker Parkway  
Ste. 300  
Louisville, KY 40243  
502.254.2344  
502.254.3008 Fax

### **Richmond**

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Glen Allen, VA 23060  
804.320.2667  
804.323.5131 Fax

### **Dulles**

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Chantilly, VA 20151  
703.631.9630  
703.631.6041 Fax

### **Midland**

1030 Andrews Hwy., Ste. 211  
Midland, TX 79701  
432.689.8909  
432.689.8911 Fax

### **Virginia Beach**

440 Monticello Avenue  
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Norfolk, VA 23510  
757.490.3566  
757.490.9224 Fax

### **Fort Worth**

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Ste. 210  
Fort Worth, TX 76137  
817.306.1444  
817.306.1555 Fax

### **Orlando**

1800 Pembroke Drive, Ste. 265  
Orlando, FL 32810  
407.401.8527  
407.660.4994 Fax

### **Woodbridge**

12700 Black Forest Lane  
Ste. 100  
Woodbridge, VA 22192  
703.670.6400  
703.670.6250 Fax

## Environmental Services

The Environmental Division of B&N, located at our main office in Columbus, is an ensemble of 25 chemical and civil engineers, geologists, hydrogeologists, biologists, environmental scientists, regulatory specialists, designers, and support personnel. Below is a general list of the services provided by the Environmental Division. The Division is made up of the Environmental Engineering and Assessment & Remediation Sections.

The Division was organized in the early 1970s to meet the demand for industrial wastewater treatment design services precipitated by the Federal Water Pollution Control Act of 1972, as well as provide hydrogeologic services to municipalities and industries. The group has grown to include landfill design and permitting, solid and hazardous waste management planning, foundation investigation, geotechnical and civil engineering services, wetland jurisdictional determinations and permitting, environmental site assessment, site remediation, abandoned mine lands and associated acid mine drainage, stormwater management, spill prevention planning, and other related environmental engineering services.

### Solid Waste Management

- Waste Management Plans
- Landfill Design
- Landfill Permitting
- Closure Plans
- Waste Minimization
- Yard Waste
- Waste Characterization
- Recycling

### Environmental Statistics

- Landfill Compliance
- Lagoon Closures
- Phase 2 Investigations
- Statistical Consulting

### Wetlands Assistance

- Preliminary Evaluations
- Wetlands Delineation
- Section 404/401 Permits
- Mitigation Alternatives

## Other Services:

### Soil & Groundwater Remediation

- RI/FS Investigations
- Remedial Action Plans
- Soil & Groundwater Monitoring
- Treatment System Design
- Waste Removal
- Risk Assessments
- Soil Remediation
- UST Closure Assessment/Remediation

### Environmental Site Assessments

- Phase 1 & 2 Assessments
- Site Inspections
- Subsurface Investigation
- Remediation Cost Estimates
- Corrective Action Plans

### Hazardous Waste Management

- RCRA Permits
- RCRA Compliance Assistance
- TSD Facilities Permits
- RCRA Closure Plans

### Stormwater Management

- Permit Applications
- Management Plans
- Diversion & Retention Structures
- Treatment System Designs
- Pollution Prevention Plans

### Geotechnical Services

- Erosion Control
- Foundation Investigations
- Landslide & Slip Evaluations
- Subsidence Control
- Dewatering Plans

### Compliance Assistance

- Clean Air Act Assistance
- Wastewater Permits
- Natural Resource Permits
- SARA Title III Reporting
- Spill Plans
- Pretreatment Programs

### Water Supply Development

- Feasibility Studies
- Hydrogeologic Investigations
- Groundwater Modeling
- Well Field Development
- Wellhead Protection

### Air Quality Services

- Permit Applications
- BAT/BACT Determinations
- Air Quality Modeling
- Emission Controls Design
- Odor Studies and Controls Design
- Title V Compliance
- Emission Inventories

### Water & Wastewater Treatment

- Feasibility Studies
- Pilot & Bench Scale Tests
- Treatment System Design
- Plans & Specifications
- O&M Manuals
- Construction Services

## Commitment to Quality

B&N's project managers have all gone through extensive training to meet the demands of dynamic project management. This includes understanding the keys to managing design schedules and budgets as well as understanding the importance of active communication with the client. *B&N has a procedure in which every project includes an independent technical review process by independent technical staff not typically engaged in the project's design. Details are listed below.*

### Quality Control Process

The project manager will develop a project work plan upon Task Order initiation. This document is essential to ensuring high-quality deliverables are produced. The project work plan will be distributed to B&N staff and subconsultants who will be engaged on each project. Key aspects of the project are generally included, such as:

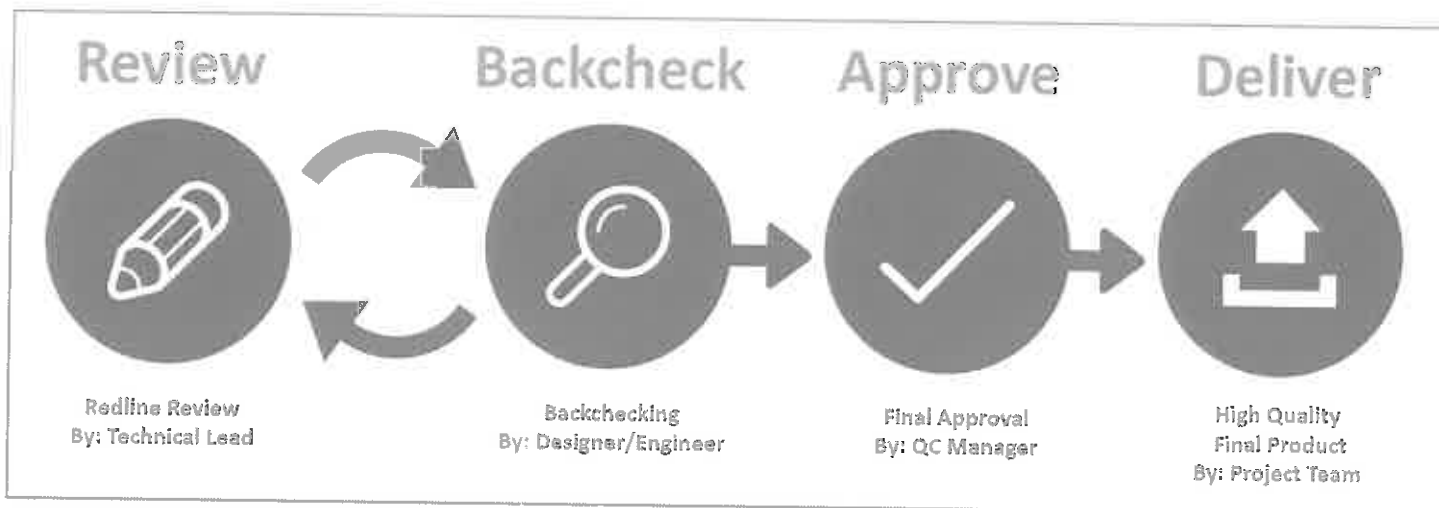
- Quality control plan
- Process and standards
- Communications protocols
- Scope

The Quality Control Manager will lead B&N's internal Quality Control process and, with support from the Project Manager, will make certain that high-quality products are a commitment of all team members, B&N, and subconsultants. Similar successful B&N projects generally utilize a project-specific QA/QC plan, which will be developed for each Task Order for this contract.

All deliverables, including reports and stage submittals, will undergo a thorough internal process. This typically includes:

- Conducting internal kickoff meeting to set team quality expectations/accountability
- Holding frequent recurring team meetings
- Following project specific quality checklists for all deliverables
- Conducting independent reviews of calculations, reports, and plans
- Carrying out stage submittal constructability reviews

The fundamental independent review process is illustrated below.



## 2.0 Solid Waste Services

B&N has completed *more than 634 solid waste management related projects* since the 1990s for municipalities, counties, regions, private individuals, and industries. These projects were completed in the following states:

- Ohio
- West Virginia
- Indiana
- Illinois
- Pennsylvania
- Tennessee
- New Jersey
- Texas
- Florida
- Michigan

Our staff has experience in nearly every facet of solid waste management, from siting and construction to operation and post-closure, and we stay apprised of the best available and emerging technologies in the industry.

### Landfill Design Services

B&N has completed many designs for new landfills, landfill expansions, environmental improvements, and landfill closures since the passage of best available technology regulations in 1989. This experience includes composite bottom liner system design, leachate collection and removal system design, surface water collection and sediment pond system design, composite final cover design, gas venting system design, detailed operational phasing design, and roadway design. These designs and the fact that our engineers are encouraged to attend

conferences to keep abreast with new developments has given our staff the experience and expertise in all facets of designing a state-of-the-art landfill.

*Our experience has also included innovative solutions to site conditions in order to minimize construction costs.* These have included reinforced earth walls, groundwater cut-off walls, synthetic alternatives to liner components such as geosynthetic clay liners and synthetic drainage nets, and side riser pipes for leachate sump access.

Our staff includes geotechnical engineers experienced in performing stability analyses for excavations and embankments, settlement analyses of landfill sub-grade, and the design of specialized earthworks features including synthetic liner systems and reinforced earth walls. This staff also has extensive experience in conducting soil borrow studies to determine the location, extent, and physical properties of soils for landfill construction and operation.

Our design engineers are fully complemented by technicians and drafters experienced in preparing cross-sections, development plans, and details. Permit drawings are completed to near-construction quality. AutoCAD is used to quickly upgrade the permit drawings to construction detail.

**Regional  
Solid Waste Management  
Projects Since 1990:  
586 Total Projects**





## Facility Siting Services

Many factors are incorporated into determining if a site is suitable for a solid waste disposal facility both in terms of being able to obtain a permit and economic feasibility. These factors include hydrogeologic conditions, existence and location of wetlands, environmental conditions of the site, soil conditions of the site, property availability, and location restrictions.

B&N has extensive experience in determining site conditions. *We have completed more than 100 feasibility studies for landfill siting. Our staff of hydrogeologists has performed hydrogeologic investigations for over 25 landfill sites.*

*Our staff of environmental scientists has completed more than 180 wetland delineations, 404/401 permit applications, and mitigation alternatives.* We have also completed over 1,350 Phase I and Phase II site assessments to determine the environmental liability due to past practices at the site.

## Landfill Permitting Services

B&N has completed and obtained Permits to Install (PTIs) for new landfills, landfill expansions, environmental improvements, and closures. We also have extensive experience in completing the other permits associated with landfill including National Pollution Discharge Elimination System (NPDES) permits, 401/404 permits, fugitive dust permits, and other air permits.

B&N has an excellent track record for obtaining permits for our clients. *Our success in obtaining permits for facilities can be attributed to high quality of design work, knowledge of regulations, and communication with the applicable regulatory agencies throughout the design and permitting process.*

## Hydrogeologic Site Investigations

Solid waste, residual waste, industrial waste, and construction and demolition debris (C&DD) landfill regulations require that solid waste facilities adequately characterize the hydrogeology. B&N's staff of geologists and hydrogeologists has more than 115 years of

experience in their field, much of this involving hydrogeologic investigations for landfill projects. We have performed more than 25 hydrogeologic investigations at proposed, operating, and closed sites.

In determining the site hydrogeology, our staff understands how to properly characterize the site conditions including: depth to the uppermost aquifer and perched zones; depth to bedrock; and direction and rate of groundwater flow.

Also, our staff has installed hundreds of monitoring wells and borings, collected thousands of groundwater samples, evaluated thousands of analytical results to characterize groundwater quality, and prepared hundreds of reports and permit documents describing groundwater quality and flow characteristics.

## Landfill Closure Services

B&N has provided closure services for municipal solid waste and industrial solid waste clients. Closure services start with the permitting of closure designs and carry through to construction and certification of closure. Closure may involve waste relocation and compaction, site grading, capping, construction of surface water drainage control features, and construction of *innovative leachate controls*. Landfill caps have been constructed with recompacted clay, synthetic liners, and geosynthetic clay liners (GCLs). Closure designs have included municipal, industrial, residual, C&DD, and hazardous waste facilities.

As part of landfill closure, B&N provides construction inspection services, preparation of as-built drawings and certification of closure. *Some facilities that have completed closure are now being used in a beneficial way (golf course, parking areas, etc.).*

## Wetlands Permitting

The Clean Water Act amendments of 1977 require a Section 404 permit from the U.S. Army Corps of Engineers for projects impacting wetlands. Impacts include placing dredged or fill material in wetlands and draining or filling wetlands.

Major elements of the landfill siting and permitting processes are the identification and delineation of wetland boundaries in order to demonstrate that no wetlands are within the setback distance to waste placement. The 404 permit applicants must document efforts to avoid or minimize filling wetlands and must mitigate lost wetland functions when avoidance is not possible. Mitigation may include restoration of degraded wetlands, creation of new wetlands, or preservation of existing wetlands.

Wetlands-related services provided by B&N consist of the following:

### Permitting & Mitigation

- Preliminary Evaluations
- Wetland Delineations
- Functional Assessments
- Section 404/401 Permit Applications
- Mitigation & Monitoring Plans

### Constructed Wetlands

- Feasibility Studies
- Treatment System Design
- Details Plans & Specifications
- Construction Monitoring
- Post-Construction Monitoring

## Groundwater and Explosive Gas Monitoring Programs

*B&N has been conducting environmental monitoring for more than 40 years at over 100 facilities.* This monitoring has included the sampling and analysis of groundwater, surface water, leachate, soil, air, waste, and explosive landfill gas.

B&N has a thorough understanding of the regulations that govern groundwater monitoring at municipal, industrial, residual, and C&DD solid waste disposal facilities. We have prepared numerous groundwater monitoring plans as part of detection monitoring, assessment monitoring, compliance monitoring, and corrective measures programs. *B&N has provided groundwater monitoring services to more than 30 solid waste disposal facilities since the early 1970s,* devising groundwater monitoring networks that are effective at detecting a release from the landfill. We have performed extensive hydrogeologic evaluations with regard to the communication between groundwater and surface water, assessing the effects on geochemistry, and have incorporated surface water monitoring into the groundwater monitoring program when deemed necessary. Historical leachate analytical data has been used to establish site-specific parameter lists for groundwater monitoring. Low-flow sampling techniques are utilized whenever possible to provide the most representative samples of naturally occurring conditions. We have established an efficient method for reporting analytical data, which minimizes the chance for clerical errors that can result in identifying an impact where none exists.

B&N has also conducted landfill explosive gas monitoring at municipal solid waste disposal facilities. We have prepared explosive gas monitoring plans and certification reports, installed temporary and permanent explosive gas monitoring probes, conducted punch bar testing, designed and implemented contingency procedures, and completed the necessary regulatory correspondence.

## Construction Services

The Environmental Division is experienced in providing detailed construction drawings, specifications, and bid documents for landfills and other solid waste management facilities.

*Our division is also experienced in performing Quality Assurance Construction Services* including nuclear moisture-density tests and geosynthetic liner destructive and nondestructive tests. We have personnel certified by the National Institute for Certification in Engineering Technologies (NICET) and experienced in site construction representation for clients.

## Environmental Statistics

B&N is very familiar with environmental statistical evaluations, having provided these services to numerous clients since 1990. We perform state-of-the-art statistical evaluations on all types of data related to soils, surface water, leachate, and groundwater to establish background conditions, determine trends over time, provide analysis of detection and compliance monitoring data, and examine impacts of facility operations on the subsurface environment.

B&N has been extensively involved in the use of graphical methods, control charts, prediction and tolerance intervals, Analyses of Variance (ANOVA), t-tests, trend analyses, regression, and many other statistical methods. B&N has completed analyses of effects of outlier data and false positives in soils, surface water, and groundwater quality data. We are familiar with many statistical computer programs including DUMPStat, Minitab, StatPro, GEOPACK, GRITS-STAT, and Excel.

B&N has been at the forefront in the development of statistical analysis plans for compliance/detection groundwater monitoring that meet Subtitle D solid waste landfill monitoring requirements. Procedures for the development of statistical plans have typically included evaluation of the hydrogeologic positions of monitoring wells, determining the adequacy of background data, evaluation of customized statistical indicator parameter lists, handling of outliers and below detection limit values, analyses of statistical power, determination of false statistical positive rates, and definition of the most appropriate statistical analysis methodologies for site-specific data. *Our goal is to use a comprehensive knowledge of the site hydrogeology, groundwater quality, regulatory requirements, and potential pitfalls and benefits for each statistical method in order to limit the number of false statistical results.*

Common references utilized in our preparation of statistical analysis plans include ASTM (1996), Gibbons (1994), Gilbert (1987), and U.S. EPA (1989, 1992, and 2009).

We are currently utilizing the above methods and computer-based analyses to maintain monitoring compliance at 11 active or closed municipal, industrial, and residual solid waste disposal

facilities. Compliance includes performing the analyses, evaluating the results, submittal of reports to the appropriate regulatory agencies, and subsequent support activities and negotiations on behalf of our clients.

### *A Reputation of Quality*

Based on our reputation, B&N was contracted by the Indiana Department of Environmental Management to perform evaluations of the Statistical Evaluation Plans (StEPs) submitted by many of the solid waste disposal facilities in Indiana. We were also recommended by Ohio EPA to assist in reevaluating the groundwater monitoring program at a closed municipal solid waste facility in Fayette County, Ohio. B&N was one of a select few consultants to provide support to Sanitas Technologies during completion of updates to the company's statistical software package that is designed for groundwater monitoring programs at solid waste disposal facilities.

## Miscellaneous Related Services

B&N has the experience and expertise to provide a wide variety of other services related to the field of solid waste management. Included in these services are:

- Transfer facility and material recovery facility designs
- Composting facility designs
- Waste characterization studies
- Solid waste management plan preparation
- Spill Prevention Control & Countermeasure (SPCC) plan preparation
- Stormwater Pollution Prevention Plan (SWPPP) preparation
- Risk assessment studies
- Resource Conservation and Recovery Act (RCRA) permitting
- Underground storage tank (UST) closure assessment and remediation services
- Mine reclamation services
- Waste removal/mining studies
- Expert testimony
- Rezoning studies
- Groundwater Modeling

## 3.0 Specific Project Experience

### Watson Road Landfill Post-Closure Repair City of Newark, Ohio



**Phytoremediation: A Green Approach that Saved the City Money.** B&N provided professional engineering services to the City of Newark, Ohio for its closed Watson Road Landfill. The client needed repairs to meet the applicable surface water discharge limits within their NPDES permit for leachate discharge to a stream adjacent to the facility.

Initially, B&N completed a site investigation that included a landfill cap evaluation; monitoring well replacement; sampling and analysis plan; monitoring well installation and testing; site survey; groundwater, surface water, and leachate sampling and analysis; NPDES permitting assistance; and wetlands delineation. The findings of the initial investigation were submitted in a preliminary design report to the City and Ohio EPA. The conceptual design solution included reduction of surface water infiltration through the existing pre-1976 landfill cap, point-source landfill cap repairs, elimination of wetlands on top of the cap, stream restoration and slope stabilization to minimize erosion, and the addition of phytoremediation. *Phytoremediation includes the use of specific types of trees, planted on the landfill cap and adjacent to the streams, to reduce the levels of saturation within the subsurface and treat on-site leachate prior to discharge.*

B&N prepared detail design and acquired the required permits for the landfill cap repairs, wetland removal, drainage improvement, waste relocation, phytoremediation, and stream restoration. As part of the detail design, wetland permits, Rule 13

Applications, SWPPP, Clean Water Act Section 401, and Section 404 permits were prepared. Costly wetland mitigation was avoided by establishing a preservation program for the remaining onsite wetlands. Leachate surface seeps were eliminated by redirecting subsurface flow through a collection trench and discharging through a controlled single point discharge pipe.

Subsequent to the approval of the design and permits, B&N was retained by the City of Newark to oversee construction activities at the Watson Road Landfill. Construction activities included B&N retaining the services of Ecolotree, Inc. of North Liberty, Iowa to plant *approximately 2,900 hybrid poplar and willow trees at the Watson Road Landfill that are part of a phytoremediation system* designed to minimize or eliminate, as well as treat, leachate within the subsurface.

Ecolotree also installed an ETCap across just under 5 acres of the landfill that is designed to remove saturation from the subsurface, treat contaminants in place, and minimize precipitation into the subsurface that would generate further leachate. Ecolotree used a ripper that vibrated a shallow (36 inches or less) trench to allow for the installation of dormant unrooted trees spaced on 6-foot centers. Fertilizer was dripped into the trench during the vibratory ripping process to provide nutrients to the trees. Roughly 160 cubic yards of compost and 100 cubic yards of wood chips were placed on the surface to provide further nutrients to the trees. Additionally, the Licking County Soil and Water Conservation District (LCSWCD) interplanted around 270 hardwood trees within the EBuffer and ETCap areas in order to provide long-term survivability of the system as well as introduce diversity of the species.

Trees have been planted and are growing. Treatment of the water quality, as well as extraction of water from the subsurface and prevention of precipitation infiltration, will follow as trees continue to mature. B&N's innovative conceptual "green" design saved the City a substantial amount of public funds compared to the initial typical conventional design and cost estimates previously submitted by others. B&N's design is viewed as an environmentally friendly solution and has been accepted by the community and state agencies.

## Stonewall Cemetery Road Landfill Closure City of Lancaster, Ohio



**Green solutions:** Treating impacted groundwater with constructed wetland cells. B&N prepared construction plans and specifications for closure of the Stonewall Cemetery Road Landfill. B&N also provided part-time on-site representation during construction and prepared the closure certification document for submittal to Ohio EPA. This 32-acre landfill was originally closed in the 1970s. Plans were developed for the reconstruction of an existing landfill cap to bring it into compliance with 1976 regulations.

The plans consisted of:

- Consent order with Ohio EPA
- Engineered cap to meet State of Ohio requirements
- Surface drainage improvements
- Geomembrane barrier wall to intercept groundwater
- Groundwater collection drain
- Engineered wetlands treatment system

The project included a bentonite/soil slurry groundwater cutoff wall and two gravel-filled groundwater collection trenches. *A series of seven wetland cells were constructed to treat impacted groundwater* extracted from the groundwater collection trenches. Two wetland cells were constructed with a double LLDPE synthetic liner on top of the landfill cap.

The objectives of the wetland cells were:

- To design an energy-efficient alternative to conventional landfill leachate treatment
- To design and construct a leachate treatment system using constructed wetlands
- To assess the effectiveness of the effluent treatment system components in removing and degrading leachate contaminants

As constructed, leachate-impacted groundwater is collected from groundwater collection drains and directed to the wetlands treatment system. The wetlands were developed using on-site soils and vegetated with *Typha latifolia* (cattail) and *Scirpus atrovirens* (bulrush).

## Implementation of Final Corrective Measure Remedy under Administrative Order of Consent | Barium & Chemicals, Inc. | Steubenville, Ohio



**Landfill cap design and construction QA/QC.** Barium & Chemicals, Inc. (Barium) contracted B&N to prepare a final design for a landfill cap over waste contained on its property and to implement the final corrective measure remedy as required via an Administrative Order of Consent (AOC) issued by the U.S. EPA under the Resource Conservation and Recovery Act (RCRA) of 1976 and amendments. The final remedy was to place a combination synthetic liner and soil cap over an area on the property that contained waste generated by Barium and the previous property owner. Barium had worked with the U.S. EPA over a number of years to address several areas of concern and solid waste management units. The last area of concern was the area to be capped with groundwater sampling as the means of determining the effectiveness of the remedy. B&N

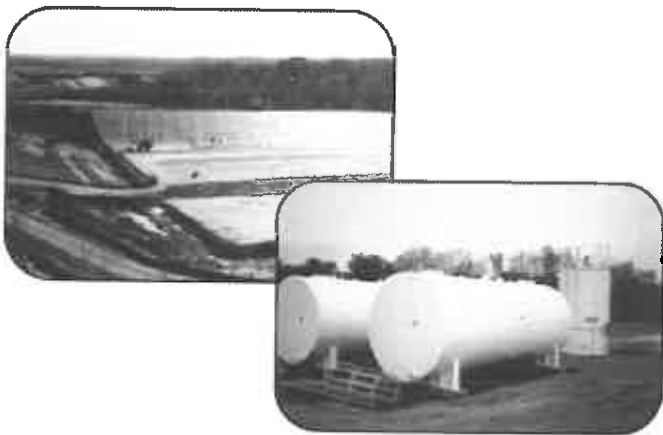
## BURGESS & NIPLE

helped establish the *groundwater monitoring plan* that would be implemented post-cap construction.

B&N entered into a Design-Build agreement with Barium to implement the remedy. The area was defined by a steep embankment that separated an upper terrace and a lower terrace in which the lower area was part of the flood plain of the Ohio River. B&N teamed with an environmental contractor to address all aspects of the construction project including preparing a storm water pollution prevention plan, clearing the land, consolidating on-site waste, preparing an under-cap surface in which to construct the synthetic liner, and placing a clay cap and top soil layer on top of the liner. B&N was the lead and construction supervisor on the project.

Several construction situations concerning erosion and drainage arose during construction that were immediately addressed by the design-build team. B&N prepared a Construction Completion Report to be submitted to U.S. EPA and met all deadlines of the AOC. B&N will prepare a groundwater monitoring report upon the completion of the three-year monitoring program.

### Residual Solid Waste Disposal Facility | BDM Warren Steel Operations, LLC (formerly Severstal Warren and WCI Steel) | Warren, Ohio



**New landfill design and construction oversight.** B&N was retained to provide detailed design services for the construction of a residual solid waste disposal facility for the Warren, Ohio plant. The facility is to be developed partially on the site of an existing disposal facility. As materials were removed from the existing facility, space was cleared for the construction of the new facility in the area occupied by the existing landfill.

The facility design incorporates a recompacted soil and membrane liner system, a leachate collection system, stormwater run-on and run-off controls, and a cap system consisting of a soil barrier with protective cover soil. A high density polyethylene (HDPE) liner was selected for the bottom liner of the landfill. Waste materials were mixed to attain an appropriate moisture and density for compaction in the landfill cell to attain a suitable stability within the fill.

Prior to construction of the new facility, a *wetlands assessment* was completed to determine if jurisdictional wetlands were present on the construction site. B&N completed a water quality certification pursuant to Section 401 of the Clean Water Act. The wetlands assessment determined wetland mitigation efforts necessary prior to construction of the landfill. In addition to the wetlands assessment and permitting, a letter of map revision (LOMR) was submitted to the US Army Corps of Engineers. The LOMR was completed to revise the regulatory floodway in the area of the landfill.

In one area of the facility, a leachate collection structure was constructed on top of the liner system. A foundation was designed for the structure in order to protect the underlying HDPE liner. In addition, a leachate collection tank system was designed and constructed to store the leachate collected from within the landfill.

### Grange Insurance Audubon Center | Columbus and Franklin County Metropolitan Park District; City of Columbus; National Audubon Society | Columbus, Ohio



**Beneficial reuse of a former brownfield and unlicensed municipal landfill that enhances surrounding communities. At the heart of downtown**

## BURGESS & NIPLE

Columbus, Ohio is the Whittier Peninsula. The site is a long overlooked and mostly abandoned industrial center that had originally been used as a sand and gravel quarry before becoming home to a concrete plant, steel foundry, railroad maintenance operations, asphalt plant, electrostatic painting of auto parts, a scrap yard, a pre-regulation municipal landfill, and warehouses. The environmental impacts left by these activities created many challenges to future development of the site.

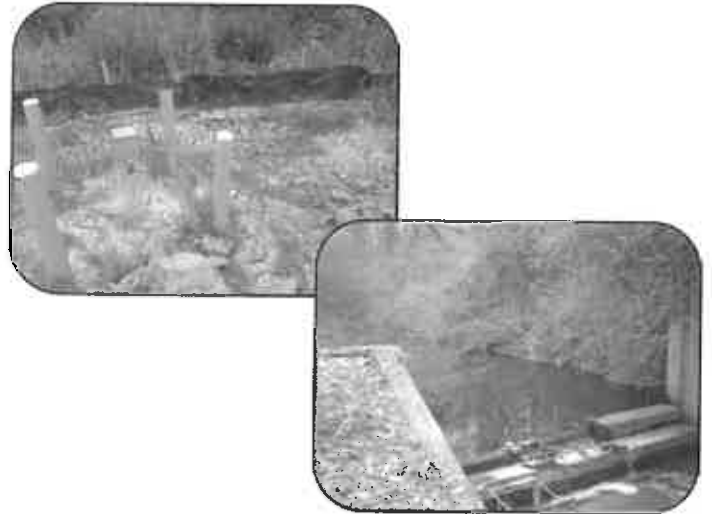
Working with the Whittier Peninsula development partners of the Columbus and Franklin County Metropolitan Park District, the City of Columbus, and the National Audubon Society, B&N served as the site Certified Professional overseeing mitigation of the area's environmental issues through the Ohio Environmental Protection Agency's Voluntary Action Program. B&N also provided the site civil engineering for development of the Grange Insurance Audubon Center and the surrounding Scioto Audubon Metro Park that have *revitalized this once forgotten area of Columbus*.

Overlooking the entire peninsula is the Grange Insurance Audubon Center, a LEED-certified nature center used for the education of young and old alike. Features incorporated in the site design by B&N includes a showcase stormwater management system consisting of a rain garden, demonstration wetland, bioswale, pervious pavements, and a dry detention basin. These systems exceed current regulatory requirements for both improvements to the quality of stormwater leaving the site as well as controlling the rate of runoff. In addition to stormwater management, B&N was also responsible for the site development engineering at the center including:

- Existing building and site demolition, including asbestos abatement
- Environmental mitigation through removal of selected impacted soils
- Utility relocation and service feeds to the building
- Pervious and impervious pavement design
- Development of a cul-de-sac at the termination of Whittier Street
- Site grading
- New 12-inch water main across the peninsula to provide fire protection capacity at the site

- Site development, Environmental, and Utility Permitting

**U.S. Army Corps of Engineers** | Former Lockbourne Air Force Base Remediation, Lockbourne, Ohio



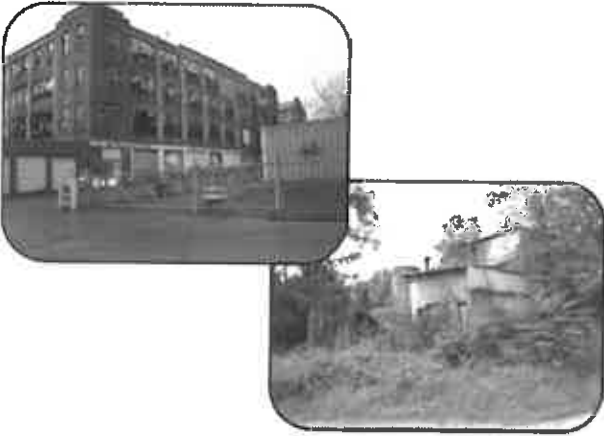
**Quality control and engineering services for long-term landfill closure solutions.** B&N was hired as a subcontractor to CAPE Environmental Management, Inc. to provide numerous services for the capping and final closure of the Former Lockbourne Air Force Base Landfill for the Louisville District of the United States Army Corps of Engineers (USACE). The closure was being conducted in order to consolidate over 100 acres of uncontrolled waste materials into a 40-acre area with a final designed cap. The project scope included re-grading and capping of the landfill, addressing of landfill gas issues, and design and construction of a leachate management system, and the development of long-term management solutions for operation and maintenance of the landfill cap system, seep prevention system, landfill gas venting system, groundwater monitoring network, and surface water monitoring system.

B&N provided engineering support services during construction for overall local regulatory compliance, including landfill inspections and construction oversight, as well as *Independent Technical Review* of Remedial Action Completion Report and landfill cap design. Additional services completed for the construction and long-term management of the facility included the development of a sampling and analysis plan, rehabilitation of existing monitoring wells and piezometers, groundwater and surface water sampling and analysis, well abandonment and installation services, hydrogeologic testing, wetland

## BURGESS & NIPLE

delineation and mitigation, endangered species investigation, groundwater modeling, risk assessment, water quality evaluations, SWP3 inspections and reporting, data management, and preparation of a Long-Term Management Plan.

**USEPA Brownfield Grants** | Various West Virginia Cities, Including Parkersburg, Fairmont, and Point Pleasant



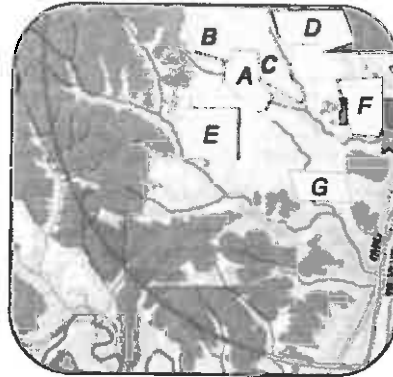
**Prior experience with beneficial reuse in similar West Virginia cities.** B&N assisted the City governments in obtaining USEPA Brownfield Assessment Grants, including:

- The City of Parkersburg: \$200,000 for petroleum substances,
- The City of Fairmont: \$200,000 for hazardous substances, and \$200,000 for petroleum substances, and
- The City of Point Pleasant: \$200,000 for hazardous substances.

B&N worked closely with the local government and WVDEP to focus on job creation, park/greenspace preservation, and *beneficial reuse* of former industrial and commercial sites within each community. The grant funding was used to complete brownfield inventories; prepare health and safety plans, sampling and analysis plans, and quality assurance assessment plans in accordance with USEPA policies; complete Phase I and II Environmental Site Assessments, and to develop remedial strategies for future land reuse and redevelopment. Key elements included completion of numerous Phase I and Phase II ESAs, and the development of remedial action plans through the West Virginia Department of Environmental

Protection Voluntary Remediation Program (VRP) in pursuit of a certificate of completion.

**Residual Solid Waste Disposal Facility** | Ohio and West Virginia



**Prior experience with landfill closure design in West Virginia.** B&N was retained to complete two landfill-siting studies for locating two new residual waste landfills for bottom ash and fly ash disposal. One landfill siting study was completed to site a new facility in Ohio and a second was completed to select a site for landfill development in the West Virginia.

GIS was used to gather data and identify possible landfill development sites with at least a 15-year capacity. Landfill siting criteria was based on Ohio EPA and WVDEP regulations.

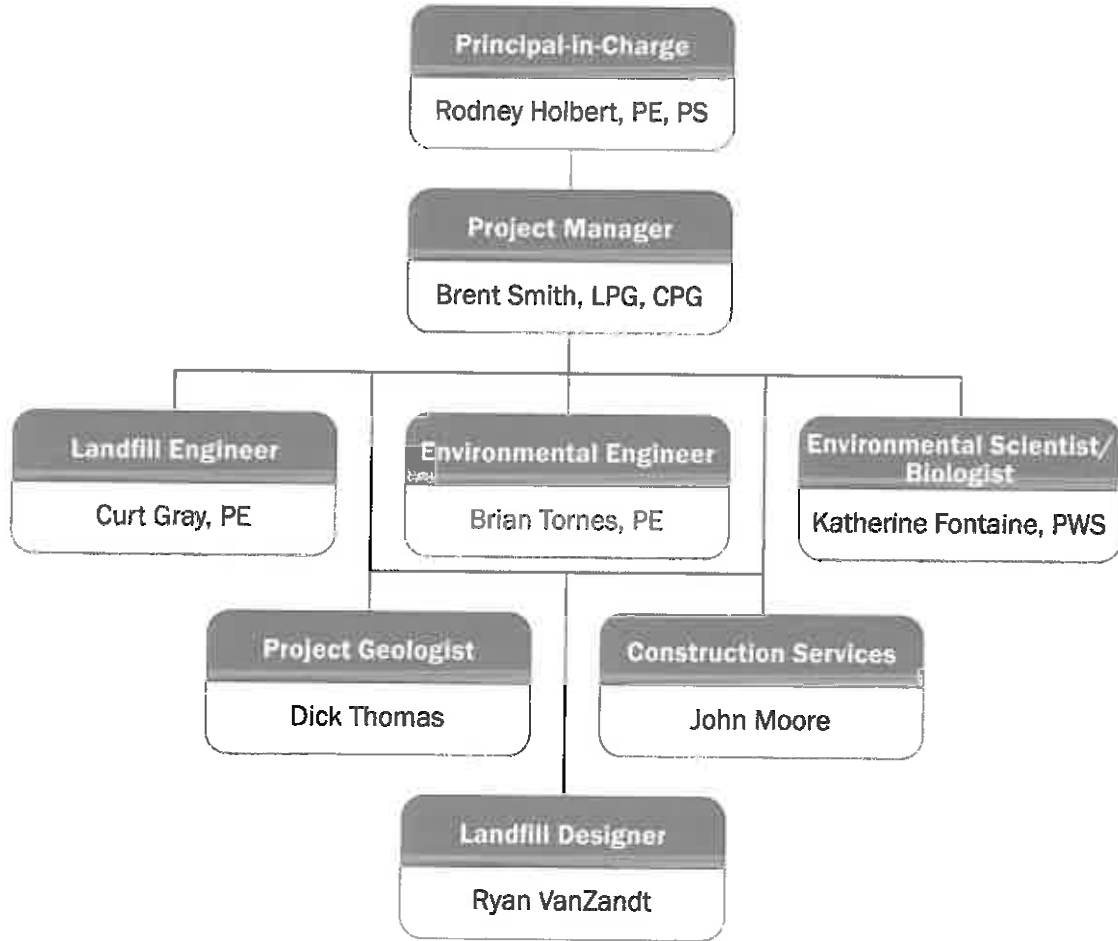
The site screening process identified available areas for landfill development, after which a fatal-flaw assessment and numerical analysis were conducted to rank the perspective sites. After preliminary site selection identified a number of candidate sites, a field reconnaissance was completed to gather site-specific information and further rank the candidate sites.

A conceptual landfill design was completed for each selected site. The conceptual designs included landfill site layout, phase construction, and site closure presented in map and cross-section view. Property plat information was researched and compiled to identify and summarize property ownership in the area of the top two candidate sites.

Methods for waste hauling and specific transportation routes were also studied. Dedicated rail transportation and construction of a dedicated haul road were considered. Construction costs estimates and an operation cost estimate were generated for each candidate site.



**Organization Chart**



**Project Team**

Rodney D. Holbert, PE, PS, Principal | Principal-In-Charge



*As the Director of the Parkersburg office, Rodney brings over 30 years of experience in West Virginia both at the state and local levels.* Rodney joined B&N in 1985. His experience includes serving as project manager on Indefinite Delivery/Indefinite Quantity contracts for U.S. Army Corps of Engineers, U.S. Forest Service, U.S. Fish & Wildlife, West Virginia National Guard, and West Virginia Department of Transportation. Mr. Holbert has provided engineering and project management services for various projects including highway and bridge designs, bridge inspection and rehabilitation, railroads, flood insurance studies throughout West Virginia, hydraulic studies, utility improvements, storm sewer evaluations, and construction services.

Brent Smith, LPG, LRS | Project Manager



*Brent is a Licensed Remedial Specialist with West Virginia and brings extensive experience working with state and local regulators to develop innovative and cost-effective solutions.* He joined B&N in 1999 as a geologist in the Environmental Division. Over the past 17 years, he has developed extensive project management skills through the completion of Phase II Environmental Site Assessments, groundwater monitoring, statistical evaluations of municipal and industrial waste landfill groundwater data, hydrogeologic investigations at solid waste sites, investigations and groundwater monitoring programs for RCRA hazardous waste sites, and vapor sampling and analyses. He currently manages site investigation, landfill compliance, and remedial projects for various public and private clients under applicable RCRA, landfill, and VRP regulations in West Virginia and Ohio. Relevant experience includes leading field investigations and management of USEPA Brownfield assessment projects in West Virginia, and 15 years of experience managing solid waste investigations and compliance issues at both municipal and industrial waste facilities.

Curtis W. Gray, PE | Landfill Engineer



*Curt brings extensive experience with landfill design and closure, including the implementation of numerous unique solutions for similar closed facilities.* He joined B&N in 1989 as an engineer in the Environmental Division. He has *23 years of experience* with B&N and 7 years of experience with other firms in an engineering or geotechnical role. His responsibilities have included *landfill design, closure of residual and municipal solid waste landfills, landfill siting studies*, preparing site closure plans for hazardous waste (RCRA) sites, risk assessments, geophysical investigations, underground storage tank closures and site investigations, UST design, and other environmental or geotechnical engineering projects. Mr. Gray has also been responsible for remediation of several closed solid waste landfills, including the preparation of Rule 13 Applications. Relevant experience includes his role as the lead design engineer for the City of Newark, Severstal Warren, and Barium & Chemicals, Inc. projects described herein. *Curt has been an integral team member for projects involving landfill cap design and closure, and the development of alternate innovative solutions.*

Brian W. Tornes, PE | Environmental Engineer



*Brian is an expert in green alternatives like phytoremediation and constructed wetlands.* He joined B&N in 1990 and is Director of the Environmental Services Group. Keys facets of his experience include the design of stormwater and wastewater treatment facilities for both industrial and municipal clients, and the implementation of various alternative remedial technologies. Treatment systems and remedial technologies have included the use of biological and chemical reduction and precipitation, dissolved air flotation, ion exchange, membrane and mixed media filtration, solids screening, activated carbon, *phytoremediation, and the use of constructed wetlands for a variety of waste streams.* Mr. Tornes also has been responsible for site development oversight, including relevant permitting and construction-related issues, and the remediation of impacted soils. Brian is also the Director of the Environmental Engineering Section and oversees QA/QC review of all landfill design and construction projects.

## Katherine Fontaine, PWS | Environmental Scientist/Biologist



*Katherine provides the necessary wetlands expertise for projects like this one.* She joined B&N's Environmental Division in 1988 as an Environmental Scientist. She participates in a wide range of environmental projects, including wetland delineations and mitigation, stream restoration, ecological surveys, preparation of National Environmental Policy Act (NEPA) documents, Phase I Environmental Site Assessments, environmental permit applications, compliance evaluations, spill and stormwater control plans, hazardous waste closures, and site remediation projects. Ms. Fontaine also provides regulatory assistance on projects for Burgess & Niple clients and staff. She has completed Level IV Rosgen River Restoration Training, Ohio EPA Wetlands Biocriteria Training, and ODOT Ecological and Waterways Permit Training.

## Dick Thomas | Project Geologist



*Dick brings experience in the field on similar landfill closure projects.* He joined B&N in 2011 as a geologist in the Hydrogeologic Investigation Section with 5 years of experience with environmental site investigations and remedial projects. His primary role is the lead field geologist directly overseeing field investigation, remediation, and construction activities. Recent relevant experience includes: *construction oversight for the landfill closure at Barium & Chemicals, Inc.* Other highlights include Phase II ESAs for Bridgestone Americas Tire Operations, Akron, Ohio; former Highpoint Trucking Terminal, Richfield, Ohio; Cedar Center, South Euclid, Ohio; and numerous remediation projects in the Southeast including Florida, Georgia, North and South Carolina involving solvent, petroleum, and landfill gas substances.

## Ryan L. VanZandt | Landfill Designer



*Ryan brings experience with the technical drawings of every landfill project we complete.* He joined B&N in 1990 as a Designer in the Environmental Division. He is skilled in working with AutoCAD Civil 3D, MicroStation, and Inroads software packages in the design and preparation of permit and construction drawings. Mr. VanZandt has been involved in the design and preparation of many landfill projects during his 20 years with the firm.

## John C. Moore | Construction Services



*John brings experience with on-site construction oversight for our landfill projects.* He joined B&N in 1991 as a construction resident project representative and has significant experience in construction-related industries. He is responsible for construction observations, and other construction-related services. In addition, Mr. Moore provides environmental support to complement B&N's environmental consulting division.

## 5.0 Client Testimonials

Burgess & Niple requested feedback from a couple of our existing clients to provide us with their view of the relationship we have established over time. The following presents their replies.

**Mr. Steve Luebbe, PE, PS**

Fayette County Engineer

Project – Fayette County Landfill No. 3, Washington Court House, Ohio  
1999-Present

“Everything you guys have done so far has worked. We couldn't be happier. We got away from the big up-front costs, the ongoing maintenance and operation of a pump and treat system. And basically, we do maintenance now, as you know, and so far, it's worked. We saved all that money, and also I know that our groundwater elevations have dropped in the past years. All-in-all, we're happy. We think we went the right direction with you guys and with the landfill, that we're still going with the right direction, and I think the (Ohio) EPA would agree. So, I appreciate your efforts and your work thus far and I'm sure we'll be continuing that on in the future.”

**Mr. Tim Browning**

Former Public Works Director (Retired)

City of Delaware, Ohio

Projects – Curve Road Landfill & Cherry Street Landfill  
1991 to Present

“They [B&N] have also just been very helpful in negotiating with the EPA in the past and trying to find some happy median between both the City as well as the EPA with the standards. From my personal experience, I've had very successful endeavors with B&N on landfill management and landfill compliance to EPA standards.”



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: 254208

Doc Description: EO: City of Wheeling Landfill Closure Cap Design

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-06	2016-11-15 13:30:00	CEOI 0313 DEP1700000002	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Burgess & Niple, Inc.  
 4424 Emerson Ave  
 Parkersburg, WV 26104  
 (304) 485-8541

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN # 31-0885550

DATE November 22, 2016

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

**ADDITIONAL INFORMATION:**

Expression of Interest

The Acquisition and Contract Administration Section of the Purchasing Division is soliciting Expression(s) of Interest for The West Virginia Department of Environmental Protection, from qualified firms to provide architectural/engineering services as defined herein.

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

Line	Comm Ln Desc	Qty	Unit Issue
1	City of Wheeling LF		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description :**

Site Characterization Study, Leachate Management and Closure Cap Design for the City of Wheeling Landfill per the attached specifications, bid requirements, and terms and conditions, incorporated here by reference and made a part hereof.

DEP170000002	<b>Document Phase</b> Draft	<b>Document Description</b> EOI: City of Wheeling Landfill Closure Cap Design	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**EXPRESSION OF INTEREST**  
Site Characterization Study, Leachate Management & Closure Cap  
For  
City of Wheeling Landfill

**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 West Virginia Department of Environmental Protection (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
- 2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide services for the West Virginia Department of Environmental Protection's Landfill Closure Assistance Program (LCAP). Project titled Site Characterization Study, Leachate Management and Closure Cap Design for the City of Wheeling Landfill. (“Project”).

**3. SCHEDULE OF EVENTS:**

Release of the EOI.....	10/6/16
Firm’s Written Questions Submission Deadline. ....	10/27/16
Addendum Issued .....	TBD
Expressions of Interest Opening Date.....	11/15/16
Estimated Date for Interviews (wk. of?).....	TBD



**EXPRESSION OF INTEREST**  
Site Characterization Study, Leachate Management & Closure Cap  
For  
City of Wheeling Landfill

**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: October 27, 2016 at 9:00 AM (EST)

Submit Questions to: Jessica Chambers

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: [Jessica.S.Chambers@wv.gov](mailto:Jessica.S.Chambers@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: Jessica Chambers  
 SOLICITATION NO.: CEOI DEP1700000002  
 BID OPENING DATE: November 15, 2016  
 BID OPENING TIME: 1:30 PM (EST)  
 FAX NUMBER: (304) 558-3970

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

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 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:** November 15, 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**  
 Site Characterization Study, Leachate Management & Closure Cap  
 For  
 City of Wheeling Landfill

**SECTION THREE: PROJECT SPECIFICATIONS**

1. **Location:** Agency is located at 601 57<sup>th</sup> Street SE, Charleston WV 25304 and the Project will be completed at the City of Wheeling Landfill. The site is located in Ohio County, WV, off I-70 exit 2A, Rt. 40 West to top of hill, turn right onto Mt. Wood Road, travel 0.7 miles to entrance gate.
2. **Background:** This work involves the site characterization study, engineering design, preparation of site closure drawings and specifications, preparation of appropriate documents and application for all required permits related to this project.
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 where and how they were met.

The response should be presented in concise format which defines the Vendor's history and the experience, qualifications, and performance data of the firm's staff as requested by the DEP Consultant Qualification Questionnaire (CQQ); Attachment "B"

DEP Consultant Qualification Questionnaire (CQQ) must be completed and submitted with Vendor's submitted response to be eligible (Attachment B)

Electronic copies of the Attachment B above referenced document are available online at the wvOASIS VSS under the advertised solicitation or contacting the Buyer by email at: [Jessica.S.Chambers@Wv.Gov](mailto:Jessica.S.Chambers@Wv.Gov).

4. **Project and Goals:** The project goals and objectives are:
  - 4.1. The scope of work shall include site investigation of existing features, surveying and mapping, laboratory analysis or soil and water, subsurface investigations to determine location as well as limits and depths of waste, location of potential borrow areas either on site or near-by.
  - 4.2. Engineering and design of the capping system to be installed including grading

**EXPRESSION OF INTEREST**  
 Site Characterization Study, Leachate Management & Closure Cap  
 For  
 City of Wheeling Landfill

plans and cross sections of the cap system, leachate collection and storage systems, sediment and erosion control plans including required ponds.

- 4.3. Preparation of construction contract drawings and specifications suitable for letting of construction bids and the bidding process.
- 4.4. All applicable permit applications, right-of-ways, right-of entries, and approvals shall also be a part of the work to be performed. The Bidder shall furnish all personnel, facilities, equipment, material, supplies, and services for all of the scope of work required by this contract. The contractor shall review and reference all work to insure compliance with 33CSR1. (Please see Attachment C)
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 format for the interviews will be a 15-30 minute PowerPoint presentation consisting, at a minimum, of the following:
- Corporate/personnel experience summary as it relates to this project or projects.
  - Provide particular information or examples that uniquely qualify your firm for this project.
  - Proposed project management plan
  - Key personnel available for the work proposed on this project.
  - Proposed subcontractors (mapping, geotechnical, etc.).
  - Product quality & cost control.



**EXPRESSION OF INTEREST**  
 Site Characterization Study, Leachate Management & Closure Cap  
 For  
 City of Wheeling Landfill

**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.

**EXPRESSION OF INTEREST**  
 Site Characterization Study, Leachate Management & Closure Cap  
 For  
 City of Wheeling Landfill

- 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   | (80) Points Possible |
| • [Oral interview, if applicable] | (20) Points Possible |
|                                   | <b>Total</b> 100     |

**EXPRESSION OF INTEREST**  
Site Characterization Study, Leachate Management & Closure Cap  
For  
City of Wheeling Landfill

**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 \_\_\_\_\_ and extends for a period of \_\_\_\_\_ 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 \_\_\_\_\_ successive one (1) year 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. 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 730 days.

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

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

**Other:** See attached.

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

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

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

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

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

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

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

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

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

Aggregate, \$2,000,000.00

Automobile, \$1,000,000.00

Professional Liability, \$1,000,000.00

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.

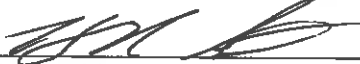
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for 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.

  
 \_\_\_\_\_  
 (Name, Title)  
 Brent Smith, CPG, LRS  
 \_\_\_\_\_  
 (Printed Name and Title)  
 5085 Reed Road Columbus, OH 43220  
 \_\_\_\_\_  
 (Address)  
 614-459-2050 / 614-451-1385  
 \_\_\_\_\_  
 (Phone Number) / (Fax Number)  
 brent.smith@burgessniple.com  
 \_\_\_\_\_  
 (email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Burgess & Niple, Inc.

\_\_\_\_\_  
 (Company)

  
 \_\_\_\_\_  
 (Authorized Signature) (Representative Name, Title)

James Garrison, PE; Executive Vice President

\_\_\_\_\_  
 (Printed Name and Title of Authorized Representative)

November 22, 2016

\_\_\_\_\_  
 (Date)

614-459-2050 / 614-451-1385

\_\_\_\_\_  
 (Phone Number) (Fax Number)

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

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

Authorized Signature: *[Handwritten Signature]* Date: November 22, 2016

State of Ohio

County of Franklin, to-wit:

Taken, subscribed, and sworn to before me this 22<sup>nd</sup> day of November, 2016

My Commission expires 05/04, 2018

AFFIX SEAL HERE

NOTARY PUBLIC *[Handwritten Signature]*  
*Purchasing Affidavit (Revised 08/01/2015)*





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: 254208

Doc Description: Addendum 1-EOI: City of Wheeling Landfill Closure Cap

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-07	2016-11-15 13:30:00	CEOI 0313 DEP1700000002	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Burgess & Niple, Inc.  
 4424 Emerson Ave  
 Parkersburg, WV 26104  
 (304) 485-8541

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0248  
 jessica.s.chambers@wv.gov

Signature X

FEIN # 31-0885550

DATE November 22, 2016

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

**ADDITIONAL INFORMATION:**

Addendum

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

\*\*\*\*\*

**Expression of Interest**

The Acquisition and Contract Administration Section of the Purchasing Division is soliciting Expression(s) of Interest for The West Virginia Department of Environmental Protection, from qualified firms to provide architectural/engineering services as defined herein.

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

Line	Comm Ln Desc	Qty	Unit Issue
1	City of Wheeling LF	0.00000	

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description :**

Site Characterization Study, Leachate Management and Closure Cap Design for the City of Wheeling Landfill per the attached specifications, bid requirements, and terms and conditions, incorporated here by reference and made a part hereof.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CEOL-DEP1700000002**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

Burgess & Niple, Inc.

\_\_\_\_\_  
Company



\_\_\_\_\_  
Authorized Signature

November 22, 2016

\_\_\_\_\_  
Date

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

Revised 6/8/2012



10a. HAS THIS JOINT VENTURE WORKED TOGETHER BEFORE?  YES  NO  N/A

11. OUTSIDE KEY CONSULTANTS/SUB-CONSULTANTS ANTICIPATED TO BE USED.

<p>NAME AND ADDRESS: Ecolotree, Inc. 3017 Valley View Ln. NE North Liberty IA. 52317</p>	<p>SPECIALTY: Phytoremediation Specialist/Agronomists, passive wastewater treatment systems</p>	<p>WORKED WITH BEFORE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS: Cascade Drilling, L.P. 1010 Greene St. Marietta, OH 45750</p>	<p>SPECIALTY: Drilling Services – Direct-Push, Hollow Stem Auger Rig, and Sonic Rig</p>	<p>WORKED WITH BEFORE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS: Terracon 912 Morris St. Charleston, WV 25301</p>	<p>SPECIALTY: Geotechnical Laboratory Analyses</p>	<p>WORKED WITH BEFORE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS: Pace Analytical Services, Inc. 7726 Moller Road Indianapolis, IN 46268</p>	<p>SPECIALTY: Groundwater/Surface Water/Soil/Waste Analytical Testing</p>	<p>WORKED WITH BEFORE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS: Grumman Exploration, Inc. 2309 Dorset Rd. Columbus, OH 43221</p>	<p>SPECIALTY: Geophysical Surveying for Subsurface Investigations</p>	<p>WORKED WITH BEFORE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS: Henderson Aerial Surveys 3889 Grove City Rd. Grove City, OH 43123</p>	<p>SPECIALTY: Aerial Surveying and Mapping</p>	<p>WORKED WITH BEFORE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS: Hannah Engineering P.O. Box 2058 Elkins, WV 26241</p>	<p>SPECIALTY: Terrestrial Surveying and Mapping</p>	<p>WORKED WITH BEFORE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS: MicroBac Laboratories 101 Bellevue Road, Suite 301 Pittsburgh, PA 15229-2132</p>	<p>SPECIALTY: Water Analytical Testing</p>	<p>WORKED WITH BEFORE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>NAME AND ADDRESS: Geo-Environmental Drilling Company, Inc. 233 Boda Road Pittsburgh, PA 15147-2301</p>	<p>SPECIALTY: Drilling Services</p>	<p>WORKED WITH BEFORE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>

**12. A. Is your firm experienced in Solid Waste Landfill Closure Design?**

**YES  Description and Number of Projects:**

B&N has completed landfill closure design projects since 1980. We have completed closure designs at 43 sites associated with municipal, industrial, and residual solid waste as well as construction & demolition debris.

**NO**

**B. Is your firm experienced in Solid Waste Landfill Site Characterization Assessment and Evaluation?**

**YES  Description and Number of Projects:**

B&N has completed site characterization assessments and evaluations for siting of new landfills and permits to install, as well as extensive investigation at closed facilities. Work has included landfill siting studies and hydrogeological investigations for approximately 469 projects in 13 states, plus the District of Columbia and the Philippines. B&N has a staff of geologists, hydrogeologists, and engineers with experience in all aspects of site characterization assessment and evaluations.

**NO**

**C. Is your firm experienced in Landfill Closure Construction Inspection?**

**YES  Description and Number of Projects:**

B&N has completed landfill closure projects including engineering oversight, construction inspection, quality assurance/quality control, and closure construction certification including multiple projects at 26 sites.



NO

**D. Is your firm experienced in Aerial Photography and Development of Contour Mapping?**

**YES  Description and Number of Projects:**

B&N has annually prepared contour mapping for solid waste disposal facilities as part of required annual reports since 1992. B&N also prepares contour mapping for landfill permit applications. B&N has completed aerial survey mapping for 40 projects.

NO

**E. Is your firm experienced in Evaluating Groundwater Contamination, such as may be associated with landfills?**

**YES  Description and Number of Projects:**

B&N is experienced in all aspects of groundwater work associated with landfills. Our geology staff is experienced with hydrogeological investigations, routine sampling and analysis, reporting requirements and statistics. B&N is also experienced with groundwater issues associated with acid mine drainage. B&N has completed approximately 255 projects at multiple sites.

NO

**F. Is your firm experienced in Landfill Closure Cost Estimating?**

**YES  Description and Number of Projects:**

B&N is experienced in cost estimating for landfill closure, landfill permitting, landfill construction, and landfill monitoring. B&N has prepared landfill closure cost estimating on 114 projects at multiple sites.

NO 

## 13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR LANDFILL CLOSURE DESIGN (describe project) (Furnish complete data but keep to essentials)

NAME &amp; TITLE (Last, First, Middle Int.)

YEARS OF EXPERIENCE

Gray, Curtis, W., PE  
Civil Engineer, Columbus OfficeYEARS OF ENGINEERING  
EXPERIENCE:  
33YEARS OF MANAGERIAL  
EXPERIENCE:  
24YEARS OF CONSTRUCTION  
SERVICES EXPERIENCE:  
24**Brief Explanation of Responsibilities:**

Preparation of landfill permits to install (PTIs), permit alterations, and closure plans. Preparation of construction plans, technical specifications, and bid documents. Preparation of volume calculations and engineer's cost estimating. Provides engineering services during bidding and construction. Certification of closure, PE certification of construction, annual operations reports. Coordination of aerial photography and mapping. Leachate management systems for onsite and offsite leachate treatment. NPDES permitting.

## EDUCATION (DEGREE, YEAR, SPECIALIZATION)

Colorado School of Mines – BS Geophysical Engineering, 1982

## MEMBERSHIP IN PROFESSIONAL ORGANIZATION:

Ohio Society of Professional Engineers  
National Society of Professional Engineers  
Society of Exploration GeophysicistsREGISTRATION (Type, Year, State)  
Professional Engineer –  
Colorado (1986)  
Ohio (1988)

## 13a. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR LANDFILL CLOSURE DESIGN (name type of design or work) (Furnish complete data but keep to essentials)

NAME &amp; TITLE (Last, First, Middle Int.)

YEARS OR EXPERIENCE

VanZandt, Ryan L.  
Landfill DesignerYEARS OF CADD DESIGN  
EXPERIENCE:  
25YEARS OF LANDFILL  
CADD DESIGN EXPERIENCE:  
25YEARS OF CONSTRUCTION PLAN  
PRODUCTION EXPERIENCE:  
25**Brief Explanation of Responsibilities:**

Mr. VanZandt is the lead Designer of the Environmental Division. He is skilled in working with AutoCAD Civil 3D, Micro Station, and Inroads software packages in the design and preparation of permit and construction drawings. Mr. VanZandt has been involved in the design and preparation of many landfill projects in his 25 years with the firm. Designer responsible for preparation of Permit-to-Install drawings, volume estimates, processing aerial survey data, preparation of landfill phasing drawings, and landfill PTI alteration drawings.


## EDUCATION (DEGREE, YEAR, SPECIALIZATION)

Northeast Career Center – Certificate, 1990

## MEMBERSHIP IN PROFESSIONAL ORGANIZATION:

REGISTRATION (Type, Year, State)

**13b. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR LANDFILL CLOSURE QA/QC (Furnish complete data but keep to essentials)**

NAME & TITLE (Last, First, Middle Int.)	YEARS OR EXPERIENCE		
	YEARS OF ENGINEERING EXPERIENCE:	YEARS OF LANDFILL LEACHATE MANAGEMENT SYSTEM EXPERIENCE:	YEARS OF STORMWATER MANAGEMENT EXPERIENCE:
Tornes, Brian W., PE Environmental Engineer 	25	20	25

**Brief Explanation of Responsibilities:**

Mr. Tornes is Director of the Environmental Services Group. He has experience in design of stormwater and wastewater treatment facilities for both industrial and municipal clients. Treatment systems have included the use of biological and chemical reduction and precipitation, dissolved air flotation, ion exchange, membrane and mixed media filtration, solids screening, activated carbon, and the use of constructed wetlands and phytoremediation for a variety of waste streams. Mr. Tornes also has been responsible for the design of constructed wetlands, site development, and the remediation of impacted soils. Brian is also the Director of the Environmental Engineering Section and oversees QA/QC review of all landfill design and construction projects.

**EDUCATION (DEGREE, YEAR, SPECIALIZATION)**

Ohio State University – BS Civil Engineering, 1990


**MEMBERSHIP IN PROFESSIONAL ORGANIZATION:**

American Society of Civil Engineers  
Water Environment Federation

**REGISTRATION (Type, Year, State)**

Professional Engineer –  
Indiana (2005)  
Ohio (1995)  
West Virginia (2005)

**13c. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR HEAVY EARTH WORK CONSTRUCTION PROJECTS (Furnish complete data but keep to essentials)**

NAME & TITLE (Last, First, Middle Int.)	YEARS OR EXPERIENCE		
	YEARS OF CONSTRUCTION SERVICES EXPERIENCE:	YEARS OF EXPERIENCE:	YEARS OF EXPERIENCE:
Moore, John C. Construction Services 	24		

**Brief Explanation of Responsibilities:**

Mr. Moore is a construction resident project representative and has significant experience in construction related industries. He has been the resident project representative on numerous projects involving installation of utility piping, vaults, booster stations and additional facilities. Mr. Moore also provides services such as observance of construction, grade adjustments, extension layouts, and compliance with plans and specifications. Mr. Moore has provided environmental support to complement B&N's environmental consulting division.

**EDUCATION (DEGREE, YEAR, SPECIALIZATION)**

Mount Union College – BS Geology, 1987

**MEMBERSHIP IN PROFESSIONAL ORGANIZATION:**

**REGISTRATION (Type, Year, State)**

**14. PROVIDE A LIST OF SOFTWARE AND EQUIPMENT AVAILABLE IN THE PRIMARY OFFICE WHICH WILL BE USED TO COMPLETE SITE CHARACTERIZATION STUDY, LEACHATE MANAGEMENT AND CLOSURE CAP.**

Computer for each employee and a variety of network printers and plotters
Microsoft Office Software
Microsoft Project Scheduling Software
AutoCAD Civil 3D Versions 2014 and 2016
ESRI ArcView GIS (Version 3.2) and Mapping Software (Version 10.2)
Hydraulic Evaluation Landfill Performance (HELP) Model
HYDRAIN Software for Surface Water Drainage Modeling
PCSTABL Slope Stability Software
Adobe Acrobat Professional (Version 10.0.0)
Aquifer Win32 (Version 5.0) Software for Slug Test Analyses
Minitab Statistical Software (Releases 16.0 and 17.0)
Microsoft Access In-House Application for Data Management and Analysis
Landtec GEM 2000 Landfill Gas Meter
Garmin eTrex 20 Hand-Held GPS Unit (2)
Oakton pH/CON 10 Field Water Quality Meter (2)
Hach Turbidity Meter (2)
QED MP15 Control & Power Pack for Bladder Pump Sampling (2)
Proactive Well Development Pumps (various)
Stainless Steel Bladder Pump
Solinst Water Level Meter (3)
Hermit 3000 Data Logger and Pressure Transducers
In-House Document Production Services

**15. CURRENT ACTIVITIES ON WHICH YOUR FIRM OR EMPLOYEES ARE THE DESIGNATED ENGINEER OF RECORD.**

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
City of Newark Watson Road Landfill Cap Repair and Site Remediation Newark, Ohio	City of Newark, Ohio John Trujillo, Stormwater Coordinator 34 South 5th Street Newark, OH 43055	Site investigation, delineation of waste, detailed design and specifications for waste consolidation and landfill closure, phytoremediation design, stormwater management system enhancement detail design and specifications, explosive gas delineation and passive landfill gas extraction system detail design and specifications, 404/401 permitting, solid waste closure permitting, endangered species assessment, SWP3, wetland delineation and mitigation, construction services and administration, as-built drawings, and Certification Report.	\$1,460,000	Design 100% Construction 100% Continued Landfill Gas Monitoring, Phytoremediation O&M
City of Delaware Curve Road Landfill Leachate Management System Improvements Delaware, Ohio	City of Delaware, Ohio Bill Ferrigno – Public Works Director/City Engineer 440 East William Street Delaware, OH 43015	Design of a new leachate transfer line at this closed municipal solid waste landfill to transport leachate from a 20,000 gallon underground storage tank to an existing sanitary sewer main located north of the property. Services include delineation of on-site and off-site wetlands in the vicinity of the proposed leachate line tract, site survey, detail design and specifications of the new utility, design and specifications of new control panels and electrical surge protection, and associated permitting and agency negotiations.	\$513,000	Design 100% Construction 90%
Fayette County Landfill No. 3 C&DD Landfill Design, Fayette County, Ohio	Fayette County Engineer's Office Steven Luebbe, County Engineer 1600 Robinson Road Washington Court House, Ohio 43160	Detailed design for cell No. 2 of existing landfill including construction plans, specifications, and bid documents. Groundwater monitoring and statistical analysis under current State of Ohio regulations for adjacent municipal solid waste landfill.	\$1,200,000	Design 60% Construction 30%
ArcelorMittal Cleveland, LLC, Industrial Solid Waste Disposal Facility, Cleveland, Ohio	ArcelorMittal Cleveland LLC Brian Kolesar, Senior Environmental Engineer 3060 Eggers Road, Cleveland, Ohio 44105-1012	Facility currently consists of two closed and one active waste disposal areas. B&N provided design and construction of two original waste disposal units in 1990's and 2000's, and completed closure design and construction oversight of original disposal area in 1995. B&N currently oversees groundwater monitoring, statistical evaluations, and corresponding reporting for two closed and one active disposal area. Current engineering services include preparation of the Facility Annual Operating Report for closed and active waste areas and design QA/QC for current active disposal area.	\$2,600,000	Design 90% Construction 30% (portion completed by B&N)
Solid Waste Authority of Central Ohio General Engineering Services Grove City, Ohio	Solid Waste Authority of Central Ohio Tom Ashton, Projects Manager 4239 London/Groveport Road Grove City, Ohio 43123-9518	Under the general engineering services contract B&N has completed upgrades to waste transfer facilities, interchange design review, utility building design and geotechnical testing, Phase I Environmental Site Assessments, and wetlands assessments associated with landfill expansion. Historical work has also included landfill design-related services including closure of a municipal solid waste landfill.	\$300,000 contract limit	Ongoing

City of Mount Vernon Former American National Can Site Remediation Mount Vernon, Ohio	City of Mount Vernon, Ohio Joel Daniels, Safety Service Director City Hall 40 Public Square, Suite 206 Mount Vernon OH 43050	Site investigation, delineation of existing limits of waste, detailed design and specifications for waste consolidation and landfill closure, 404/401 permitting, solid waste closure permitting, endangered species assessment, SWP3, waste treatment specifications prior to closure, construction services and administration.	\$2,200,000	Design 100% Construction 100% Reporting 95%
EOLM, Inc. C&DD Waste Disposal Facility Design, Permitting, and Closure Lima, Ohio	EOLM, Inc. Ben Hefner, Owner 1500 Ft. Amanda Rd. Lima, OH 45804	Detailed design and specifications for closure of specific portions of this active construction and demolition debris landfill. Prepared Annual License applications, detailed design of leachate management system, and continue to provide closure assistance.	\$1,500,000	Design 80% Construction 25%
TOTAL NUMBER OF PROJECTS: # <u>7</u>		TOTAL ESTIMATED CONSTRUCTION COSTS: \$ <u>7,773,000</u>		

**16. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS SERVING AS A SUB-CONSULTANT TO OTHERS RELATING TO LANDFILL CLOSURE AND CONSTRUCTION.**

PROJECT NAME, TYPE AND LOCATION	NATURE OF FIRM'S RESPONSIBILITY	NAME AND ADDRESS OF OWNER	ESTIMATED COMPLETION DATE	ESTIMATED CONSTRUCTION COST:	
				ENTIRE PROJECT:	YOUR FIRM'S RESPONSIBILITY:
Remedial Action Former Lockbourne Air Force Base Formerly Used Defense Site Property No. G05OH0007 USACE Project No. G05OH0007 03 Lockbourne, Ohio	Subcontractor to CAPE Environmental Management, Inc. to provide numerous services including assistance with Sampling and Analysis Plan, development of existing monitoring wells and piezometers, quarterly sampling and analysis of groundwater and surface water, abandonment of select existing monitoring wells and installation of replacement and additional wells, associated well development and slug test analyses, wetland delineation and mitigation, endangered species investigation, off-property receptor well investigation, groundwater modeling, risk assessment, background water quality evaluation, SWP3 inspections and reporting, data management, and preparation of Long-Term Management Plan. Also provided engineering support services during construction for overall local regulatory compliance as well as Independent Technical Review of Remedial Action Completion Report.	U.S. Army Corps of Engineers – Louisville District Cynthia Ries – Contracting Officer's Representative P. O. Box 59, Room 351 Louisville, KY 40201-0059	Dec 2016	\$12,600,000	\$990,800

<b>17. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM WAS THE DESIGNATED ENGINEER OF RECORD (List 5 to 7).</b>				
<b>PROJECT NAME, TYPE AND LOCATION</b>	<b>NAME AND ADDRESS OF OWNER</b>	<b>ESTIMATED CONSTRUCTION COST</b>	<b>YEAR</b>	<b>CONSTRUCTED (YES OR NO)</b>
BDM Warren Residual Solid Waste Landfill Phase 3 Construction Drawings Warren, Ohio	BDM Warren Steel Operations, LLC (formerly WCI Steel, RG Steel, and Severstal Warren)	\$1,300,000	2012	NO (company closed)
BDM Warren Residual Solid Waste Landfill Slope Stability Analysis Warren, Ohio	BDM Warren Steel Operations, LLC (formerly WCI Steel, RG Steel, and Severstal Warren)	NA	2012	NO (company closed)
BDM Warren Residual Solid Waste Landfill Phase 3 Soil Borrow Study Warren, Ohio	BDM Warren Steel Operations, LLC (formerly WCI Steel, RG Steel, and Severstal Warren)	NA	2012	NO (company closed)
Nicky Boulevard Landfill Immediate Corrective Measures Leachate Collection System Design Cuyahoga Heights, Ohio	Boyas Contributions, LLC 10055 Sweet Valley Drive Valley View, OH 44125	\$525,000	2013	YES
Barium and Chemicals Design-Build RCRA Landfill Corrective Measure Remedy Steubenville, Ohio	Barium and Chemicals, Inc. Deborah Venci P.O. Box 218 515 Kingsdale Rd. Steubenville, OH 43952	\$320,000	2016	YES



**18. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM HAS BEEN A SUBCONSULTANT TO OTHER FIRMS (INDICATE PHASE OF WORK FOR WHICH YOUR FIRM WAS RESPONSIBLE) LIST 5 TO 7.**

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST OF YOUR FIRM'S PORTION	YEAR	CONSTRUCTED (YES OR NO)	FIRM ASSOCIATED WITH
N/A					

**19. Use this space to provide any additional information or description of resources supporting your firm's qualifications to perform work for the WV Department of Environmental Protection.**

**DEP and EPA-Related Project Experience in West Virginia**

B&N assisted West Virginia cities in obtaining funding for USEPA grants and additional assessment projects. In Parkersburg, we assisted the City to garner funds through WVDEP Targeted Brownfield Assessment (TBA) for assessment of the Canton Fuel Storage Site. We worked with WV FOCUS funds to perform an assessment at a Wheeling, WV Shooting Range. B&N is well acquainted with USEPA Petroleum Substances Grants, where we will address UST issues from former service stations/bulk petroleum sites in the BHJ area. Site selection will be based on BHJ's decisions regarding potential development opportunities, access, and eligibility. B&N has assisted a variety of clients in the closure/replacement/upgrade of more than 150 USTs and hydrogeologic investigations and remediation designs for leaking UST sites. Involvement with UST projects necessitates a good working relationship with LUST and BUSTR personnel, Closure permit from either LUST/BUSTR or the local fire department, removal of the UST system, collecting soil and/or groundwater samples, and preparation of a Closure Report for submittal to LUST/BUSTR.

**USEPA Brownfield Assessment | Fairmont, West Virginia**

B&N assisted with 2 USEPA Brownfield Assessment Grants, \$200,000 for hazardous substances, and \$200,000 for petroleum substances. The redevelopment effort focused on the Old Beltline area (foundries, plating operations, former service stations and bulk petroleum operations). B&N's scope included brownfield inventories, Phase I & II ESAs for WV VRP protocol, HASP, SAP and QAPP.

**USEPA Brownfield Assessment | Parkersburg, West Virginia**

Parkersburg received two separate Parkersburg received two separate \$200,000 USEPA Brownfield Hazardous/Petroleum Assessment Grants. The assessment focused on the Little Kanawha River Corridor. B&N's scope included brownfield inventories, Phase I&II ESAs for WV VRP protocol, HASP, SAP and QAPP. Phase II activities included FOCUS and WV TBA grants on Canton Fuel site, part of Standard Oil refinery and a former toy manufacturer.

**USEPA Brownfield Assessment | Point Pleasant, West Virginia**

Although manufacturing and industry thrived in Point Pleasant for many years after the railroad came to town, since the 1970s Point Pleasant's industrial base has suffered the same steady decline that is typical of the northeastern U.S. The City was interested in brownfield redevelopment to entice commercial development and industry back to the area, increase jobs in the community, and restore the quality of life for residents. The hazardous grant was directed toward a former foundry and industrial complex located along the Ohio River and a former light facility and dairy located in a primarily residential and commercial corridor in need of assessment and cleanup.

**20. The foregoing is a statement of facts.**

Signature: 

Title: Executive Vice President

Printed Name: James P. Garrison, PE

Date: November 22, 2016



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: 254208

Doc Description: Addendum 2-EOI: City of Wheeling Landfill Closure Cap

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-04	2016-11-22 13:30:00	CEOI 0313 DEP1700000002	3

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Burgess & Niple, Inc.  
 4424 Emerson Ave  
 Parkersburg, WV 26104  
 (304) 485-8541

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN # 31-0885550

DATE November 22, 2016

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.02 issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*

Expression of Interest

The Acquisition and Contract Administration Section of the Purchasing Division is soliciting Expression(s) of Interest for The West Virginia Department of Environmental Protection, from qualified firms to provide architectural/engineering services as defined herein.

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

Line	Comm Ln Desc	Qty	Unit Issue
1	City of Wheeling LF	0.00000	

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description :**

Site Characterization Study, Leachate Management and Closure Cap Design for the City of Wheeling Landfill per the attached specifications, bid requirements, and terms and conditions, incorporated here by reference and made a part hereof.

# ATTACHMENT A

CEOI DEP17\*02

City of Wheeling Landfill Closure Cap

Addendum #2

The purpose of this addendum is to amend the solicitation to add QA/QC to the following:

1. The title of the project now reads: Site Characterization Study, Leachate Management & Closure Cap with QA/QC For City of Wheeling Landfill
2. To modify the last sentence in Section 1, number two to read; Project titled Site Characterization Study, Leachate Management and Closure Cap Design with QA/QC for the City of Wheeling Landfill. ("Project").
3. To add a sentence to the end of Section 3, number two to read; During construction activity, provide QA/QC oversight.

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

**Bidder:** Burgess & Niple, Inc.

**Signed:** 

**Date:** November 22, 2016

**Title:** Executive Vice President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

Please Contact:



**Brent Smith, LRS**

*Project Manager*

**Burgess & Niple, Inc.**

5035 Reed Road

Columbus, OH 43220

ph: 614.459.2050 x1589

brent.smith@burgessniple.com

[burgessniple.com](http://burgessniple.com)

**BURGESS & NIPLE**

Engineers • Environmental Scientists • Planners