



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: 403929

Doc Description: Addendum 2 EO: Source Water Protection Plan

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-06-11	2018-06-19 13:30:00	CEOI 0506 EHS1800000001	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:

SSS Engineers, Inc.
501 EAST Mountain Road
Charleston, WV 25311
(304) 342-7168

06/19/18 13:07:30
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

55-0601971

DATE

6/19/2018

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.

.....

The Acquisition and Contract Administration Section of the Purchasing Division is soliciting Expression(s) of Interest for Department of Health and Human Resources, Office of Environmental Health Services, Environmental Engineering Division, from qualified firms to provide architectural/engineering services as defined herein in the attached terms and conditions and specifications.

****Please note:** Online Responses via Oasis have been prohibited. Proposals must be mailed or faxed prior to bid opening.

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV25301-1757 US		PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV 25301-1757 US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Source Water Protection Plan	0.00000	

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :

The Source Water Protection Plan project will be coordinated by the Office of Environmental Health Services, and the project will be completed at various (CPWS) utilities as displayed in Appendix A and B of the attached Expression of Interest document. The service would be for Engineering technical assistance to assist community public water supply (CPWS) utilities in developing local source water protection programs to protect public health and safety.

SOLICITATION NUMBER: CEOI EHS180000001

Addendum Number: No.02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

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

1. The purpose of this addendum is to address all technical questions received and extend the bid opening date to 6/19/2018.

No additional changes.

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

Terms and Conditions:

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

ATTACHMENT A

Question 1: Section 2. Instructions to Vendors Submitting Bids: Item 7. Bid Opening – Is the bid submission deadline the same date and time as the bid opening, June 6, 2018 at 1:30 PM (EST)?

Answer 1: The date has been extended to June 13, 2018 at 1:30pm (EST).

Question 2: Item 15. Preference – A Vendor Preference Certificate form was not attached to this solicitation.

Answer 2: Vendor preference does not apply.

Question 3: Section 3. Project Specifications – Item 3.1.2 – Who is considered the “owner” for the project? Would it be the individual CPWS’?

Answer 3: The owner would be the Public Water Supply representative.

Question 4: Item 4.2.1 – SWP Project Manager (SWP PM) – Do you want this person named in the EOI?

Answer 4: Yes.

Question 5: Item 4.4 Goals/Objects 4. “The written submission shall detail precisely what steps and how the vendor will successfully complete each part of the template.” Do you require “what steps and how we will successfully complete each part of the template” to be included in the EOI submission?

Answer 5: Yes.

Question 6: Who is the project manager, as referenced on pg 11 of the EOI Bid Document? Does this refer to the internal project manager, or the client’s project manager?

Answer 6: This refers to the internal company project manager that will work on the project.

Question 7: Can you explain who is referenced when using the term “owner” in section 3.1.2 of the EOI Bid Document?

Answer 7: Owner would be the representative of the associated public water supply.

Question 8: How should page 33 of the EOI Bid Document be handled in submissions? Should this page be completed and attached as an appendix to submissions?

Answer 8: Yes.

Question 9: The URL under the heading 4.4.1 does not appear to be working. Can you provide clarity on what information needs to be submitted through this website?

Answer 9: Information that will need to be submitted by the selected firm (at this secured site <https://apps.wv.gov/Accounts/Login.aspx?ReturnUrl=%2faccounts%2f>) will follow the source water protection template information at this link at http://www.wvdhhr.org/oehs/eed/swap/Draft_Template.asp

Question 10: Will the utilities have any input in the selection of the firm?

Answer 10: The selection of the firm will be based on the process laid out by WV Code 3-5G-1-3.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

JAS Engineers, Inc.
Company
J. P. G.
Authorized Signature
6/19/2018
Date

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



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: 403929

Doc Description: Addendum 1-EOI: Source Water Protection Plan

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-06-04	2018-06-13 13:30:00	CEOI 0506 EHS1800000001	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:

*S&S Engineers, Inc.
 501 Eagle Mountain Road
 Charleston, WV 25311
 (304) 342-7168*

FOR INFORMATION CONTACT THE BUYER

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

Signature X *J. S. Chambers*

FEIN # *55-0601971*

DATE *6/11/2018*

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.

The Acquisition and Contract Administration Section of the Purchasing Division is soliciting Expression(s) of Interest for Department of Health and Human Resources, Office of Environmental Health Services, Environmental Engineering Division, from qualified firms to provide architectural/engineering services as defined herein in the attached terms and conditions and specifications.

***Please note: Online Responses via Oasis have been prohibited. Proposals must be mailed or faxed prior to bid opening.

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313		PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313	
CHARLESTON	WV25301-1757	CHARLESTON	WV 25301-1757
US		US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Source Water Protection Plan		

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :

The Source Water Protection Plan project will be coordinated by the Office of Environmental Health Services, and the project will be completed at various (CPWS) utilities as displayed in Appendix A and B of the attached Expression of Interest document. The service would be for Engineering technical assistance to assist community public water supply (CPWS) utilities in developing local source water protection programs to protect public health and safety.

SOLICITATION NUMBER: CEOI EHS1800000001

Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
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- Correction of error
- Other

Description of Modification to Solicitation:

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

1. The purpose of this addendum is to extend the bid opening date to 6/13/2018, while the agency is addressing all technical questions received.

No additional changes.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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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.

J&S Engineers, Inc.
Company
J. D. J.
Authorized Signature
6/11/2018
Date

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



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State of West Virginia
 Centralized Expression of Interest
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2018-05-04	2018-06-06 13:30:00	CEOI 0506 EHS1800000001	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:

*S&S Engineers, Inc.
 501 Eagle Mountain Road
 Charleston, WV 25311
 (304) 342-7168*

FOR INFORMATION CONTACT THE BUYER

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

Signature X *JPC*

FEIN # *55-0601971*

DATE *6/11/2018*

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

ADDITIONAL INFORMATION:

The Acquisition and Contract Administration Section of the Purchasing Division is soliciting Expression(s) of Interest for Department of Health and Human Resources, Office of Environmental Health Services, Environmental Engineering Division, from qualified firms to provide architectural/engineering services as defined herein in the attached terms and conditions and specifications.

***Please note: Online Responses via Oasis have been prohibited. Proposals must be mailed or faxed prior to bid opening.

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313		PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313	
CHARLESTON	WV25301-1757	CHARLESTON	WV 25301-1757
US		US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Source Water Protection Plan		

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :

The Source Water Protection Plan project will be coordinated by the Office of Environmental Health Services, and the project will be completed at various (CPWS) utilities as displayed in Appendix A and B of the attached Expression of Interest document. The service would be for Engineering technical assistance to assist community public water supply (CPWS) utilities in developing local source water protection programs to protect public health and safety.

EXPRESSION OF INTEREST
Source Water Protection Technical Help Program (SWPTHP)
Requisition Number CEOI EHS1800000001

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- 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 Department of Health and Human Resources, Office of Environmental Health Services, Environmental Engineering Division, ("Agency"), from qualified firms to provide architectural/engineering services as defined herein.
- 2. PROJECT:** The mission or purpose of the project for which bids are being solicited is to assist Community Public Water Supply (CPWS) utilities in developing local source water protection programs to protect public health and safety.

3. SCHEDULE OF EVENTS:

Release of the EOI.....	5/04/2018
Firm's Written Questions Submission Deadline.	5/31/2018 at 9:00 AM (EST)
Addendum Issued	TBD
Expressions of Interest Opening Date.....	6/06/2018
Estimated Date for Interviews (wk. of ?).....	TBD

EXPRESSION OF INTEREST
Source Water Protection Technical Help Program (SWPTHP)
Requisition Number CEOI EHS180000001

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: May 31, 2018 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

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 EHS1800000001
BID OPENING DATE: June 6, 2018
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 _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

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

Bid Opening Date and Time: June 6, 2018 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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

EXPRESSION OF INTEREST
Source Water Protection Technical Help Program (SWPTHP)
Requisition Number CEOI EHS1800000001

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Location:** The Agency, located at 350 Capitol Street, RM 313, Charleston, WV 25301 shall coordinate the assigned projects and services and the project will be completed at various CPWS utilities as displayed in Appendix A and B.
- 2. Background:** The agency, was designated by the Governor and Legislature as the lead agency responsible for developing and administering the Source Water Protection (SWP) program.
 - 2.1.** The goal of this SWP program is to prevent degradation of source waters to provide safe water in sufficient quantity to users. The most efficient way to accomplish this goal is to encourage and oversee source water protection at the local level, allowing for flexibility in designing and implementing local source water protection efforts.
 - 2.2.** Senate Bill (SB) 373 was signed into law on April 1, 2014 and became effective June 6, 2014. SB 373 outlines specific engineering and technical requirements for source water protection. To carry out these requirements, the agency has established the Source Water Protection Technical Help Program to provide funding to an engineering firm which will, in turn, provide technical assistance to CPWS utilities seeking support in developing and implementing a local Source Water Protection Plan.
 - 2.3.** Project targets are those CPWS utilities that have been identified as possibly using surface water under the direct influence of groundwater (SWIG) sources. SWPs must meet the requirements of SB 373, including the involvement of the citizens served by the CPWS utilities in the plan development process.
- 3. Qualifications and Experience:** Vendors 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.

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- 3.1** In addition to the above, the Vendor should provide information regarding the following:
- 3.1.1** Potential vendors should provide three (3) examples of similar projects that have been completed within the last five (5) years within the company, including location, type of project, along with contact information.
 - 3.1.2** The successful firm or team should demonstrate a clear procedure for communication with the owner during all phases of the project.
- 4. Project and Goals:** The project goals and objectives are:
- 4.1. Goal/Objective 1:** Shall implement source water protection activities associated with the West Virginia SWP program.
 - 4.1.1** The project area will focus on CPWS utilities and will attempt to encompass all the water sources operated by the utilities in the Central and Northern Ohio River areas of West Virginia which the Contractor(s) shall work.
 - 4.1.2.** A Geographic Information System (GIS) project with delineations and Potential Significant Sources of Contamination (PSSCs) will be available for download from the source water website at <https://oehsportal.wvdhhr.org/WebPortal/Maps.aspx>.
 - 4.1.3.** Contractor(s) inventory efforts shall be focused on the five (5-year) conjunctive capture zones, as delineated by the Agency SWP program and can be downloaded at <https://oehsportal.wvdhhr.org/WebPortal/Maps.aspx>

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4.1.4. The St. Albans and Wheeling Districts contain 19 CPWS utilities, divided into the following categories:

	Number of Systems Northern Ohio River	Number of Systems Central Ohio River	Total
Total	8	11	19

A detailed listing and location map of the current CPWS utilities in the Northern Ohio River and Central Ohio River can be found in Appendix A and B, respectively.

4.2. Goal/Objective 2 - The Contractor(s) shall designate project managers.

4.2.1. SWP Project Manager (SWP PM): The SWP PM supervises all the Contractor(s)'s activities and serves as primary point-of-contact for the Agency for technical project matters. Provide an update of project activities, discusses any problems encountered, approve reports and provides projected invoice amounts.

4.2.2. Provides project management services for technical project matters with SWP Specialist(s) to consult and work with the PM and others to implement all phases of the work for that project. The SWP Specialist's area of specialty should include all aspects of the West Virginia SWP program.

4.2.3. The personnel described in the Expression by the Contractor(s) shall be the actual staff assigned to conduct the work for the Contractor(s) selected unless approved in advance by the Agency

4.3. Goal/Objective 3 - Shall coordinate and conduct meetings for the CPWS utilities, protection team, and public as follows:

4.3.1. Project initiation meeting for each CPWS utilities —the meeting shall serve as the formal beginning to each project and will describe the SWP program and the reason the project is being conducted. During the meeting, the Contractor(s) will gather information about the area, establish

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points of contact, establish a project time line, discuss anticipated outcomes, and answer questions. The Contractor(s) will review the Potential Source of Significant Contamination listings with the representatives of each CPWS utility and other stakeholders for additions or removals of both regulated and unregulated Potential Sources of Significant Contamination. The first meeting should also serve to introduce the management, single source feasibility study, communications and contingency plans. This meeting will likely involve only CPWS utility staff (e.g. administrative contacts and operators). The CPWS utilities may invite additional stakeholders. Forty-eight hours' (48) notice shall be given to allow Agency officials to attend.

- 4.3.2. **Two Protection Team Meetings**—the purpose of these meetings is for the Contractor(s) to present a draft source water protection plan to the protection team, providing an opportunity for members of the team to review the plan and provide input. The Contractor(s) will develop a draft Potential Source of Significant Contamination map; management, single source feasibility study, communication and contingency plans that will be discussed and reviewed with meeting attendees. The CPWS utilities will identify members of their protection team. If needed the Contractor(s) will contact the required members of the protection team and document if they are unable to participate. The CPWS utility may invite other local stakeholders to the meeting if desired.
- 4.3.3. **Public Meeting**—the purpose of this meeting is to present the final draft source water protection plan and explain the results, conclusions, and recommendations. This meeting will serve as a public forum or open house for the public to view and discuss the portions of the plan that are not considered confidential. Forty-eight hours' notice shall be given to allow Agency officials to attend.
- 4.4. **Goal/Objective 4** –Shall provide plan development assistance consisting of completing a source water protection plan for each system in the EOI using the template that can be downloaded from the source water website at https://www.wvdhhr.org/oehs/eed/swap/Draft_Template.asp. The written submission shall detail precisely what steps and how the vendor will successfully complete each part of the template.

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- 4.4.1. The firm shall electronically submit information obtained for this SWP plan development via the source water protection website at <https://apps.wv.gov/Accounts/Login.aspx?ReturnUrl=%2faccounts%2f>
- 4.4.2. A draft SWP plan will be submitted for review and approval to the Agency.
- 4.4.3. One electronic and paper copy of the agency approved final SWP plan shall be provided to the Agency.
- 4.5. **Goal/Objective 6** – Agency requires a reasonable amount of time for review and for necessary Contractor(s) corrections of deliverables, prior to receiving an invoice covering work ordered under the contract. Where deliverables are, deficient and require corrections, the Agency will notify the Contractor(s) accordingly. Upon completion of review and all required corrections related to deliverables, the Agency will notify the Contractor(s) of acceptance. Once the Contractor(s) has received notification that individual deliverables are accepted, the Contractor(s) may invoice Agency for the work. The following are Agency review time lines associated with items specified herein:

<u>Description</u>	<u>Agency PM Review Time</u>
Source Water Protection Plan	Up to 14 calendar days

- 5. **Oral Presentations:** During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information provided with the submitted bid response, to be presented is provided below:

5.1. **Materials and Information Required at Oral Presentation**

- 5.1.1. Demonstrate understanding of project, including but not limited to requirement by Agency to use existing documents (which will be available for review prior to interview process).

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4. 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.

3.3.3. Rank in order of preference no less than three professional firms deemed to

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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	(30) Points Possible
• Technical approach and methodology for meeting Goals and Objectives	(40) Points Possible
• Oral interview	(30) Points Possible
Total	100

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SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: **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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 365 calendar days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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.

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

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

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

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

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

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

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

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

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

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

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

1,000,000.00

Automobile Liability Insurance in at least an amount of: \$500,000.00

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Professional Liability 1,000,000.00

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

9. 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.

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

N/A _____ for _____

Liquidated Damages Contained in the Specifications

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 § 148-1-5.2.b.

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

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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>.

32. 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.

33. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

34. 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.

35. 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. 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.

40. 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.

41. 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.

42. 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

Revised 02/16/2018

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.

43. 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 of 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.

44. 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.

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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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**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:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

- 4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

- 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.

J.P.G., President

(Name, Title)
Jessie O. Parker, Jr., P.E., President

(Printed Name and Title)
501 Eagle Mountain Road, Charleston, WV 25311

(Address)
(304) 342-7168 / (304) 342-7169

(Phone Number) / (Fax Number)
j.parker@s-s-eng.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.

S&S Engineers, Inc.

(Company)
J.P.G., President

(Authorized Signature) (Representative Name, Title)
Jessie O. Parker, Jr., P.E., President

(Printed Name and Title of Authorized Representative)
6/11/2018

(Date)
(304) 342-7168 / (304) 342-7169

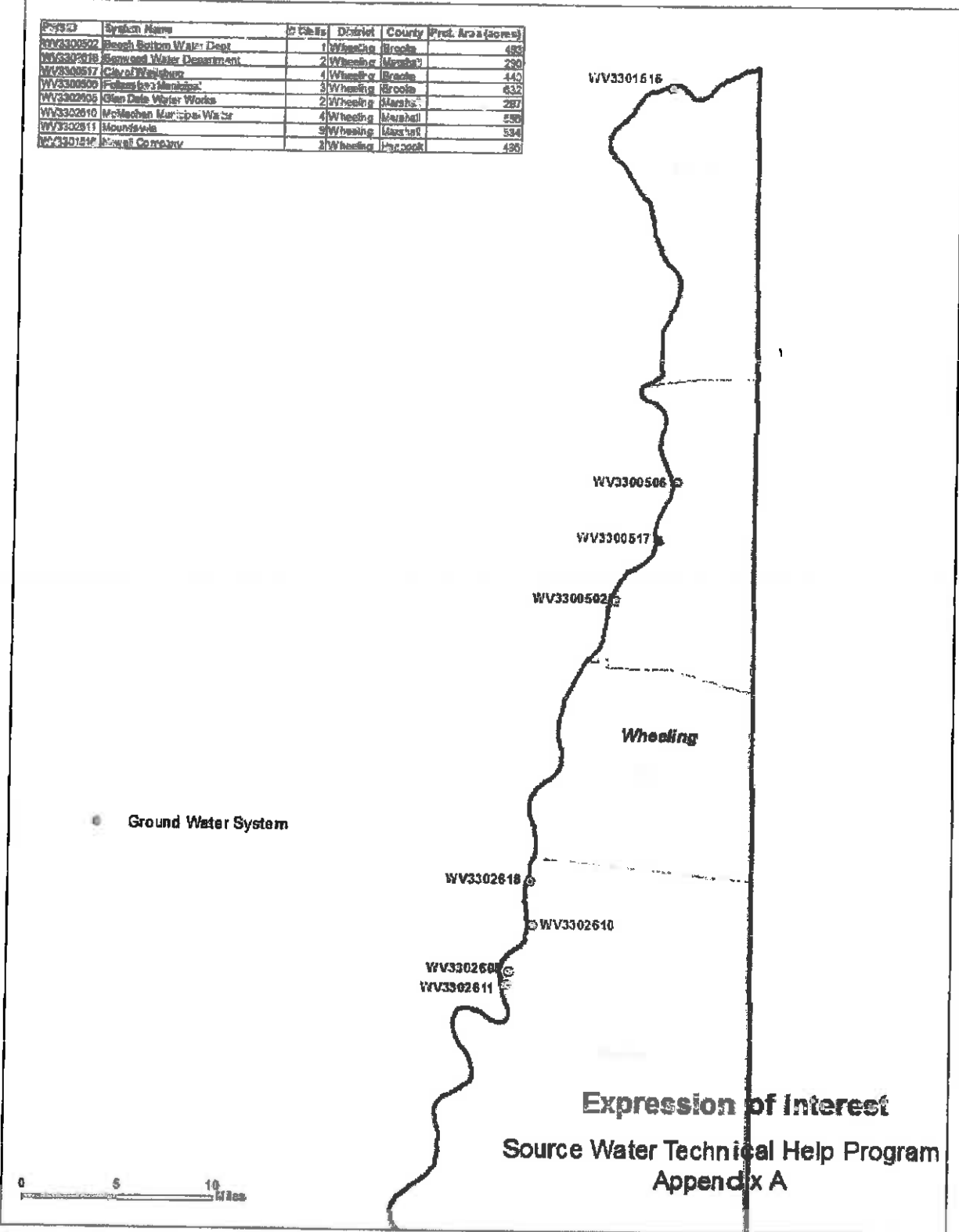
(Phone Number) (Fax Number)

EXPRESSION OF INTEREST

Source Water Protection Technical Help Program (SWPTHP)

Requisition Number CEOI EHS1800000001

Project	System Name	# Wells	District	County	Prod. Area (acres)
WV3302522	Beach Bottom Water Dept	1	Wheeling	Brooke	483
WV3302618	Beowood Water Department	2	Wheeling	Marshall	230
WV3306917	City of Wheeling	4	Wheeling	Brooke	440
WV3306909	Follansbee Municipal	3	Wheeling	Brooke	632
WV3302906	Glen Dale Water Works	2	Wheeling	Marshall	267
WV3302610	McMechen Municipal Water	4	Wheeling	Marshall	258
WV3302611	Moundsville	5	Wheeling	Marshall	534
WV3301247	Nowell Company	3	Wheeling	Waynesburg	486

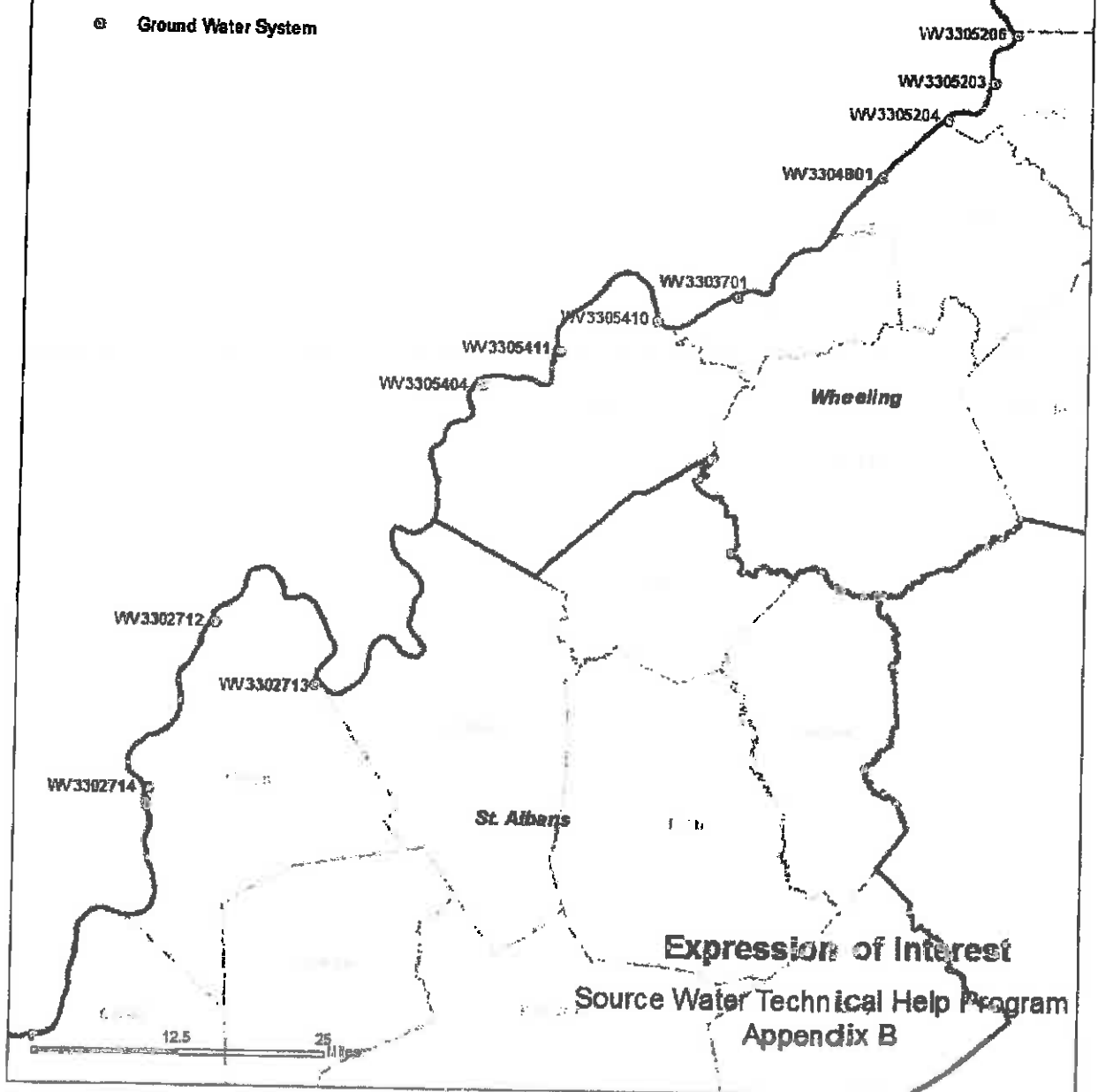


EXPRESSION OF INTEREST

Source Water Protection Technical Help Program (SWPTEP)

Requisition Number CEOI EHS180000001

PWSID	System Name	#Wells	District	County	Prot. Area (acres)
WV3302714	Mason Co PSD - Crab Creek	3	St. Albans	Mason	1,043
WV3302712	Mason Co PSD - Lakin Dist	3	St. Albans	Mason	115
WV3302713	Mason Co PSD - Laker	4	St. Albans	Mason	462
WV3303701	City of Belmont	2	Wheeling	Pleasant	392
WV3305204	City of Padon City	4	Wheeling	Wetzel	301
WV3304801	Friendy PSD	4	Wheeling	Tyler	216
WV3305206	Grandview - Doolin PSD	2	Wheeling	Wetzel	185
WV3305404	Lubeck PSD	7	Wheeling	Wood	1,341
WV3305203	New Martinsville	5	Wheeling	Wetzel	2,041
WV3305410	Union Williams PSD	4	Wheeling	Wood	665
WV3305411	Vienna	6	Wheeling	Wood	3,702



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: S & S Engineers, Inc.

Authorized Signature: [Signature] Date: 6/19/2018

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 19 day of June, 2018.

My Commission expires March 25, 2021.



NOTARY PUBLIC [Signature]

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised October 7, 2017

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: S&S Engineers, Inc. Address: 501 Eagle Mountain Road
Charleston, WV 25311

Authorized Agent: Jessie O. Parker, Jr. Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature] Date Signed: 6/19/2018

Notary Verification

State of West Virginia, County of Kanawha

I, Michael James Hubbard II, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 19 day of June, 2018
[Handwritten Signature]

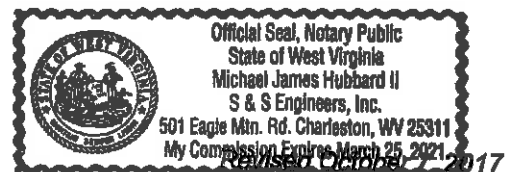
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

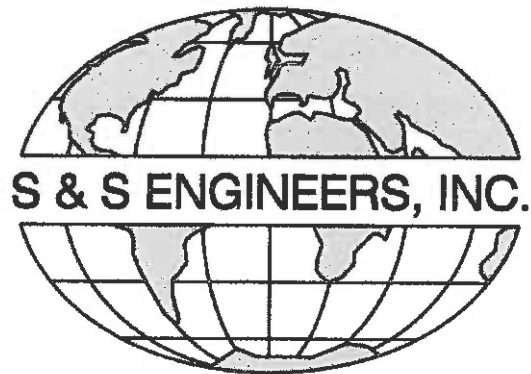
Governmental agency submitting Disclosure: _____



**DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WV 25305-0130**

**CEOI EHS 1800000001
FOR
SOURCE WATER PROTECTION PLANS**

JUNE 19, 2018



**S & S ENGINEERS, INC.
501 EAGLE MOUNTAIN ROAD
CHARLESTON, WV 25311
(304) 342-7168
(304) 342-7169 (FAX)
WWW.S-S-ENG.COM**

**STATE OF WEST VIRGINIA
SOURCE WATER PROTECTION PLANS**

EHS 180000001

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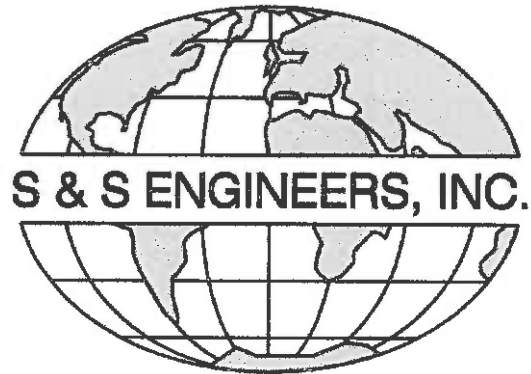
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**STATE OF WEST VIRGINIA
SOURCE WATER PROTECTION
EHS 1800000001**

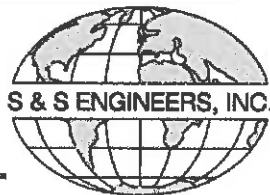
EXPRESSION OF INTEREST

S & S Engineers, Inc. (S & S) is pleased to express our interest in providing engineering services to the DHHR/BPH – Environmental Health Services for the Source Water Protection Plans. Established in 1980 in Charleston, WV. S & S is a West Virginia based civil / environmental firm and is noted for engineering service design excellence and client focus. Our team's integrated design approach, our commitment to design quality, as well as our local water supply experience will help to ensure the quality of services that we will provide to DHHR/BPH-EHS. Below, please find additional qualifications that make our team uniquely qualified to assist you with SWPP.

S & S has extensive experience providing services for water supply projects. S & S has experience in the development of similar projects throughout West Virginia and has a history of providing high quality design services throughout West Virginia, Kentucky, Ohio and Virginia. This quality has been recognized by our repeat clients.

Mr. Jessie O. Parker, Jr., P.E. will lead the project effort for the Source Water Protection Plans. Mr. Parker has a Bachelor of Science in Civil Engineering from WVU Institute of Technology and a Master of Science in Engineering from Marshall University. Mr. Parker has a vast amount of experience working in the municipal market and has spent his entire career in the utility / infrastructure sector of engineering. Mr. Parker will be assisted by Mr. Ashok Sanghavi, P.E., DEE, QEP, Mr. Randy Crace, P.S. and Mr. Matt Shelton as required to implement the project, as well as the entire staff at S & S.

S & S has the training, experience, and multi-discipline support to meet the needs of our clients. Due to our smaller size, we can mobilize quickly. We have an excellent working knowledge of the project type in question, and can deliver high quality, personalized and professional services.



PURPOSE

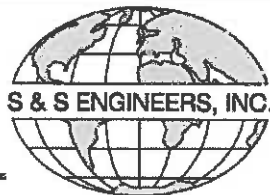
The goal of the West Virginia Bureau of Public Health (WVBPH) source water assessment and protection (SWAP) program is to prevent degradation of source waters which may preclude present and future uses of drinking water supplies to provide safe water in sufficient quantity to users. The most efficient way to accomplish this goal is to encourage and oversee source water protection on a local level. Every aspect of source water protection is best addressed by engaging local stakeholders.

Benefits of Preparing a Source Water Protection Plan

- Fulfill the requirement for the public water utilities to complete or update their source water protection plan.
- Identifying and prioritizing potential threats to the source of drinking water; and establishing strategies to minimize the threats.
- Planning for emergency response to incidents that compromise the water supply by contamination or depletion, including how the public, state, and local agencies will be informed.
- Planning for future expansion and development, including establishing secondary sources of water.
- Ensuring conditions to provide the safest and highest quality drinking water to customers at the lowest possible cost.
- Providing more opportunities for funding to improve infrastructure, purchase land in the protection area, and other improvements to the intake or source water protection areas.

Background: WV Source Water Assessment and Protection Program

Since 1974 the federal Safe Drinking Water Act (SDWA) has set minimum standards on the construction, operation, and quality of water provided by public water system. In 1986, Congress amended the SDWA. A portion of those amendments were designed to protect the source water contribution areas around ground water supply wells. This program eventually became known as the Wellhead Protection Program (WHPP). The purpose of the WHPP is to prevent pollution of the source water supplying the wells.



The Safe Drinking Water Act Amendments of 1996 expanded the concept of wellhead protection to include surface water sources under the umbrella term of Source Water Protection. The amendments encourage states to establish SWAP programs to protect all public drinking water supplies. As part of this initiative states must explain how protection areas for each public water system will be delineated, how potential contaminant sources will be inventories, and how susceptibility rating will be established.

In 1999, the WVBPH published the West Virginia Source Water Assessment and Protection Program, which was endorsed by the United States Environmental Protection Agency. Over the next few years, WVBPH staff completed an assessment (i.e., delineation, inventory and susceptibility analysis) for all of West Virginia's public water system.

State Regulatory Requirements

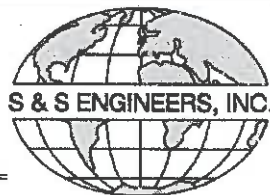
On June 6, 2014, § 1612 and §1619a of the Code of West Virginia, 1931, was reenacted and amended by adding three new sections, designated §1619c, §1619d and §16-1-9e. The changes to the code outlines specific requirements for public water utilities that draw water from a surface water source or a surface water influenced groundwater source.

Under the amended and new codes each existing public water utility using surface water or ground water influenced by surface water as a source must have completed or updated a source water protection plan by July 1, 2016, and must continue to update their plan every three years. Existing source water protection plans have been developed for many public water utilities in the past. If available, these plans were reviewed and considered in the development of this updated plan. Any new water system established after July 1, 2016 must submit a source water protection plan before they start to operate. A new plan is also required when there is a significant change in the potential sources of significant contamination (PSSC) within the zone of critical concern (ZCC).

The code also requires that public water utilities include details regarding PSSCs, protection measures, system capacities, contingency plans, and communication plans. Before a plan can be approved, the local health department and public will be invited to contribute information for consideration. In some instances, public water utilities may be asked to conduct independent studies of the source water protection area and specific threats to gain additional information.

We understand that the project area will focus on CPWS utilities and cover all utilities in the Central and Northern Ohio River areas of West Virginia.

S & S has prepared a Source Water Protection Plan for the City of Sistersville in 2014. In addition, we have carried out numerous water supply projects for City of St. Marys, Ellenboro – Lamberton PSD, Town of Fort Gay, City of Paden City etc. Our staff resumes and water project experiences are attached.



S & S will continuously communicate by telephone, e-mail or text messages with the BPH-EHS Program Manager and CPWS utilities throughout the project period.

Mr. Jessie Parker, Jr., P.E., will be the firm's SWP project Manager and will supervise all activities throughout Project Initiation Meeting for each CPWS utilities at the beginning of the project and explain SWP Program. During the meeting, we will gather information about the area, establish points of contact, establish a project time line, discuss anticipated outcomes, and answer questions. We will review the Potential Source of Significant Contamination listings with the representatives of each CPWS utility and other stakeholders for additions or removals of both regulated and unregulated Potential Sources of Significant Contamination. The first meeting will also serve to introduce the management, single source feasibility study, communications and contingency plans. This meeting will involve only CPWS utility staff. Forty-eight hours' (48) notice will be given to allow Agency officials to attend.

Two Protection Team Meetings – The purpose of these meetings is for the S & S to present a draft source water protection plan to the protection team, providing an opportunity for members of the team to review the plan and provide input. We will present draft Potential Source of Significant Contamination map; management, single source feasibility study, communication and contingency plans that will be discussed and reviewed with meeting attendees. The CPWS utilities will identify members of their protection team. If needed, we will contact the required members of the protection team and document if they are unable to participate. The CPWS utility may invite other local stakeholders to the meeting if desired.

Public Meeting – The purpose of this meeting is to present the final draft source water protection plan and explain the results, conclusions, and recommendations. This meeting will serve as a public forum or open house for the public to view and discuss the portions of the plan that are not considered confidential. Forty-eight hours' notice will be given to allow Agency officials to attend.

Oral Presentations – During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information provided with the submitted bid response, to be presented is provided below:

Material and Information Required at Oral Presentation.

Demonstrate understanding of project, including but not limited to requirement by Agency to use existing documents (which will be available for review prior to interview process).

PROFILE OF THE FIRM

S & S was founded in 1980 in Charleston, West Virginia by Mr. B.S. Saluja, P.E. and Mr. Ashok M. Sanghavi, P.E., DEE, QEP. Since the inception of the firm, S & S has successfully provided an integrated approach to utility projects for our clients. S & S provides professional services to facility owners and operators, architects, and contractors throughout West Virginia, Kentucky, Ohio, and Virginia. S & S services range through all facets of civil engineering design as well as construction administration and project management.

S & S remains committed to the ideal of providing high quality, client focused, design solutions that meet budget and schedule requirements. This commitment to quality has been recognized through the long-term client relationships that we have developed.

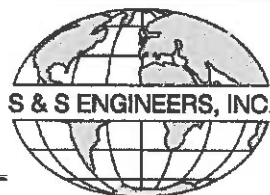
S & S has the qualified professionals available to provide services throughout the duration of a project from the initial planning phases through construction completion and beyond.

S & S utilizes the abilities of designers with many years of experience in their area of expertise, teamed with younger designers on a "best resource for the project approach". We also provide project management services at levels ranging from general oversight to complete project delivery through all phases of design and construction. Our personnel have worked in both the private and public sector and are familiar with many methods of project delivery.

S & S has developed the following philosophy to guide the performance of its services:

- Provide superlative design services to our clients in new construction, improvements, and daily operations.
- Perform work in a timely, accurate and professional manner.
- Present multiple alternatives and solutions whenever possible.
- Work with our clients to control project costs.
- Be a technical sounding board for our clients in all situations.
- Strive to maintain professional competency through continuing education and training.

S & S utilizes a practical application approach to all projects throughout the design process to provide a well-rounded result. This methodology emphasizes the best overall solution, meeting all the client's needs, instead of just the best technical solution. We believe our small size provides a distinct advantage to our clients and affords us the freedom to easily team with the clients to achieve the overall best possible result.



QUALIFICATIONS OF FIRM

SERVICES

S & S was formed in 1980 to provide consulting engineering and surveying services to government, industry, municipalities, commercial, and individuals.

S & S provides a wide variety of technical services in the following areas:

Engineering:

- Water Supply, Treatment, Storage, and Distribution Systems
- Wastewater Collection and Treatment Systems
- Industrial and Hazardous Waste Treatment Systems
- Environmental Site Assessments
- Storm Water NPDES Permit Services
- EPA and WVDEP Compliance Discharge Permits
- WVDEP 401 and USACE 404 Permit Services
- Solid Wastes Management and Landfill Designs
- Subdivision Design and Permit Applications
- Site Development Plans
- Earth Work Quantity Estimates
- Street Paving Design and Drainage Control
- Construction Management
- Technical Expert Testimony

Surveying:

- Aerial Mapping Control Surveys
- Topographic Mapping
- Rights-of-Way and Land Acquisition Maps
- GPS/GIS Services
- ALTA/ACSM Land Title Surveys
- Property Surveys
- Construction Stakeout
- Computer Mapping

S & S office is conveniently located at the Yeager Airport Complex in Charleston, West Virginia. S & S uses the latest CAD software on computers, electronic distance measurement instruments and GPS/GNSS receivers to complete the work in a professional, timely and cost-effective manner.

The highly qualified staff consisting of engineers and land surveyors is supported by technicians, draftspersons, construction inspectors, and office clerical staff.

Cost effective design and survey projects are processed using AutoCAD, Bentley and Carlson software. Other software packages utilized are Haestad Flow Master, SCS TR55 Urban Hydrology, WaterCAD, StormCAD, Sewer CAD, FlowMaster, Carlson Survey 2010, Word Perfect, Microsoft Office and CAD scanning conversion.

The survey crew is equipped with GeoMax Robotics Total Station set, Nikon Total Station EDM with TDS/SMI Data Collectors, Ashtech RTK GPS/GNSS receivers and Topcon GRS-1 L1/L2 GPS/GNSS receivers linked to WVDOT Virtual Reference Station Network. S & S has provided GPS/RTK/GIS services since 1991 using Trimble, Ashtech and Topcon GPS/GNSS equipment as an alternate to high cost long distance traverse with accurate results.

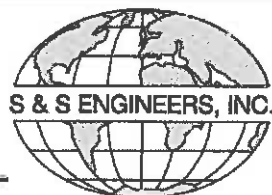
S & S has provided services on projects funded by the U.S. Environmental Protection Agency, HUD-Small Cities Block Grant, WV Infrastructure Jobs Development Council, WV Water Development Authority, Economic Development Administration, U.S. Corps of Engineers, USDA-Rural Development, Soil Conservation Service, Office of Surface Mining, U.S. Forest Service, America Recovery & Reinvestment Act, state and local government agencies as well as industry and private businesses.

S & S is a registered vendor with the State of West Virginia and maintains a cost accounting system which is capable of segregating and identifying accumulation costs for each job under cost type projects. All work is performed under the direct supervision of a licensed engineer or surveyor and no subcontracting is anticipated.

STATES OF REGISTRATION

S & S holds a valid Certificate of Authorization to practice as Engineers and Surveyors in the following states:

- West Virginia
- Ohio
- Kentucky
- Virginia

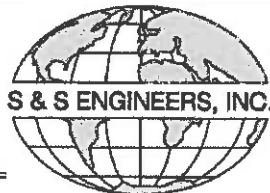


PROJECT MANAGEMENT

With over 100 years of combined professional experience, the project team will be made up of the following personnel, including the principal of the firm:

Jessie O. Parker, Jr., P.E. Email: j.parker@s-s-eng.com	President / Principal Engineer
Randy B. Crace, P.S. Email: r.crace@s-s-eng.com	Vice President / Professional Surveyor
Ashok M. Sanghavi, P.E., DEE, QEP Email: a.sanghavi@s-s-eng.com	Senior Staff Engineer
D. Matt Shelton Email: m.shelton@s-s-eng.com	Project Designer / Engineering Technician
Michael Hubbard Email: m.hubbard@s-s-eng.com	Survey Crew Chief / Construction Inspector
Andrew Buckner Email: a.buckner@s-s-eng.com	Survey Crew Chief / Technician

The above team will also be supported by the other staff.



RESUMES OF KEY PERSONNEL

JESSIE O. PARKER, JR., P.E.

PRESIDENT

SUMMARY

Mr. Parker began his career at S & S in 2003 working on a variety of environmental projects throughout West Virginia, Kentucky, Ohio and Virginia. Mr. Parker has served in the capacity of Engineer, Project Manager, and Principal in Charge for a variety of projects at S & S. This experience includes environmental, water supply, wastewater, storm water and drainage projects. Mr. Parker's responsibilities include planning, design and construction administration. Mr. Parker also has experience in grading plans, construction management, payment request approvals, quantity & cost estimates, and has worked with City, Town & PSD personnel, regulatory and funding agencies, as well as contractors.

Mr. Parker has proven to move projects forward in a professional, cost-effective and timely manner. Has extensive knowledge of the state and federal water supply, and wastewater laws and regulations and is very familiar with federal and state grant and loan programs.

ACADEMIC BACKGROUND

WVU Institute of Technology, Montgomery, WV
B.S. Civil Engineering – December 2002

Marshall University, South Charleston, WV
M.S. Engineering – May 2006

PROFESSIONAL REGISTRATION

Registered Professional Engineer, West Virginia
Registered Professional Engineer, Ohio
Registered Professional Engineer, Kentucky
Registered Professional Engineer, Virginia

PROFESSIONAL HISTORY

S & S Engineers, Inc., April 2003 to Present

PROFESSIONAL AFFILIATIONS

Member, Water Environment Federation
Member, American Water Works Association
Member, American Society of Civil Engineers
Member, West Virginia Rural Water Association

SUMMARY

Over forty-six years of professional experience in civil engineering fields such as environmental, water supply, wastewater, solid wastes management, drainage, and mining. Has provided planning, design, construction management and technical expert testimony for environmental and general civil engineering projects. Has prepared Phase I environmental site assessments and carried out subsequent Phase II and Phase III remediation work. Has prepared environmental impact statements for state and federal highway projects.

Having worked for the private industry as well as state government, he thoroughly understands both sides. Has extensive knowledge of the state and federal water supply, and wastewater laws and regulations and is also very familiar with federal and state grant and loan programs.

**ACADEMIC
BACKGROUND**

West Virginia University, Morgantown, WV
M.S. Civil Engineering (Environmental Engineering) – 1970
Partial course work for Ph.D.

**PROFESSIONAL
REGISTRATION**

Registered Professional Engineer, West Virginia
Registered Professional Engineer, Ohio
Registered Professional Engineer, Kentucky
Registered Professional Engineer, Virginia
Diplomate, American Academy of Environmental Engineers
Qualified Environmental Professional, IPEP

**PROFESSIONAL
HISTORY**

S & S Engineers, Inc., April 1980 to Present

West Virginia State Health Department
**1) Acting Chief, Wastewater Division; 2) District Engineer; 3)
Water Supply Engineer**

Flaherty-Giavara Associates; New Haven, Connecticut

**PROFESSIONAL
AFFILIATIONS**

Member, West Virginia Rural Water Association
Member, Water Environment Federation (President, WV Section, 1987-88) (National Director 1989-92)
Member, American Water Works Association

AWARD

Arthur Sidney Bedell Award, Water Environment Federation, (1993)

D. MATT SHELTON

**PROJECT DESIGNER /
ENGINEERING TECHNICIAN**

SUMMARY

Over fourteen years of professional experience in civil engineering fields such as water supply, wastewater, storm water and drainage. Also has experience in surveying, construction management, record keeping, quantity and payment reviews, inspection and site grading. Having worked with general contractors, subcontractors, community representatives and residents, he has developed solid techniques to move the projects in a professional, cost-effective and timely manner.

**ACADEMIC
BACKGROUND**

WVU Institute of Technology, Montgomery, WV
A.S. Civil Engineering Technology – December 2004
B.S. Civil Engineering Technology – May 2005

**PROFESSIONAL
HISTORY**

S & S Engineers, Inc., July 2004 to Present
Experienced in site grading, surveying, quantity surveys, building layout, water & sewer system design and construction inspection on civil engineering projects.

Experience as Engineering Technician includes design of water line extensions, water booster stations, water storage tanks, wastewater pump stations, sewer line extensions, manholes, drainage calculations, and preparation of quantity and cost estimates.

Experience as Survey Technician / Instrument man includes topographic surveys, construction stakeout for water & sewer systems and highways, building layout, cut sheets for sewer systems, GPS surveying for field control work, etc.

PROJECT EXPERIENCE

1. **City of St. Marys, Pleasants County, WV** - Planning, design, and construction management of Phase II Water & Sewerline Replacements in several city blocks, one (1) water storage tank, street paving and related work. Total project cost \$ 7,740,000. Approximately \$550,000 leftover in budget to be used for purchase of equipment. Project completed of September 2014.
2. **City of St. Marys - Waterlines Replacement Project:** Phase I involved replacement of waterlines in 12 streets area, replacement of an underground reservoir with a 500,000 gallon above ground tank and addition of another 270,000 gallons' water storage tank. Project completed in 2010 at a total cost of \$5,000,000. The remaining \$ 320,000 funds are being used to replace all existing meters with radio frequency meters, purchase several equipment's, truck, etc.
3. **City of Sistersville** – New water source study involved alternates to purchase water from other entities; groundwater test wells drilling; and surface water treatment plant. Study recommended Ohio River as the source for a 700 gpm water treatment plant. Study completed March 2013. Awaiting funding recommendations from WVIJDC.
4. **City of Sistersville - Waterline Replacement and Water Storage Tank Project** Replacement of waterlines in Virginia Terrace for fire protection to school and replacement of North Tank with a 500,000-gallon tank. Project completed September 2011. Leftover funds of \$ 200,000 used to purchase several equipment for the City. Total Project cost \$ 2,010,000.
5. **Ellenboro-Lamberton PSD - Ritchie County, WV:** Water & sewerlines extensions and a 150,000 gallons' water storage tank to proposed industrial park. Project completed in 2009 at a cost of \$ 1,260,000. Remaining \$ 46,000 used to buy equipment.
6. **Northern Jackson County PSD** - Preliminary engineering report, design, and construction management of watermain extensions, booster station, and 130,000 gallons and 100,000 gallons' water storage tanks to serve seven areas. Intermunicipal agreement negotiations with City of Ravenswood. Project completed in 2006. Total project cost \$5,200,000.
7. **City of St. Marys and Pleasants County Commission - Water System Improvements:** Planning, design, and construction of 1,000 gpm water treatment plant, watermain extensions, and storage tanks to serve Middle Island Creek and Mt. Carmel Ridge. Project completed in 1997.

8. **City of St. Marys - Water System Improvements:** Watermain replacements, booster station, 48,000 gallons' storage tank, chlorine contact tank, well improvements, chemical feeders, new well development, watermain extensions to St. Marys Correction Center. Project completed in 2000 at a total cost of \$1,000,000.00.
9. **City of Kenova - Water System Repairs:** Preparation of plans and specifications for painting of six (6) water storage tanks and repairs to water treatment plant.
10. **City of Belmont - Painting of Water Storage Tank:** Preparation of contract documents, bid advertisement, bid tabulation and award recommendation for a 300,000 gallons' water storage tank.
11. **Water Treatment Plant Improvements, Anthony Correctional Center:** Preliminary engineering report, design of improvements to the facilities such as groundwater well, iron and manganese removal unit, water level controls for storage tank, chlorinator and chlorine contact tank.
12. **City of Pennsboro - Watermain extensions to Ellenboro-Lamberton PSD.**
13. **Ellenboro-Lamberton PSD - Planning, design, and construction management of water and sewer extensions to the Simonton Windows Plant.**
14. **Chelyan Public Service District and Kanawha County Commission, West Virginia:** Planning, design and construction management of fourteen (14) miles of water distribution system, 200,000-gallon storage tank, fire hydrants and related appurtenances. This project was funded by HUD, Kanawha County Commission and has been operational since 1984. This project was under the budget amount. An additional 100 families were served and monies returned to Kanawha County Commission upon completion of the project.
15. **City of Ripley - Water System Improvements:** S & S provided full-time resident construction inspection and management services for the water plant modification, booster station, 2 storage tanks and distribution system. Project completed in December 1987.
16. **Town of Fort Gay - Water System Improvements:** Preliminary engineering report, design, and construction management of improvements to the facilities to include 150,000-gallon storage tank and new 250 gpm surface water treatment plant. Project completed in 1998.
17. **City of Paden City, Tyler/Wetzel Counties, West Virginia:** Planning, design, and construction management of 500 gpm water treatment plant, distribution system replacement, 4 groundwater wells rehabilitation and relining and drilling of a new well. This project was completed in 2002. Total completion cost \$1.8 million.

