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Purchasing Division

**EXPRESSION OF INTEREST -- AGR180000001**  
**TO PROVIDE PROFESSIONAL ENGINEERING SERVICES**  
**FOR**  
**CEDAR LAKES DAM RESTORATION AND FOOD**  
**WAREHOUSE SLOPE STABILIZATION**

SUBMITTED TO:

WV DEPARTMENT OF AGRICULTURE  
C/O DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREE, EAST  
CHARLESTON, WEST VIRGINIA 25305

SUBMITTED BY:

CIVIL TECH ENGINEERING, INC.  
300A PRESTIGE DRIVE  
HURRICANE, WEST VIRGINIA 25526  
PHONE: 304-757-8094, FAX: 304-757-8095  
civiltech1@frontier.com

DATE-TIME SUBMITTED:

FEBRUARY 1, 2018 -- 1:30 PM

**CIVIL TECH ENGINEERING, INC.**

300A Prestige Drive  
Hurricane, West Virginia 25526  
Phone: 304-757-8094 Fax: 304-757-8095  
civiltech1@frontier.com

February 1, 2018

WV Department of Agriculture  
C/O Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, West Virginia 25305

Subject: **Expression of Interest – AGR180000001**  
A/E Services for Cedar Lakes Dam Restoration and  
Food Warehouse Slope Stabilization Project  
Civil Tech Proposal P17505

To Whom It May Concern:

**CIVIL TECH ENGINEERING INC. (CTE)** is pleased to present this expression of interest and response to the subject EOI. Please consider this letter as our formal request to be considered for the project.

As demonstrated by the enclosed "Expression of Interest", we are confident no other West Virginia engineering firm can match our qualifications and experience with dam rehabilitation, design, and construction. Also, as discussed herein, we have pertinent and recent experience with Cedar Lakes Dams. In addition, our principals have evaluated and designed repairs for hundreds of landslide projects. Our experience with slope stability analysis and design of repairs will be discussed in detail herein.

Our qualifications and experience is summarized below:

Cedar Lakes and Other Dam Rehabilitation Experience:

- **Civil Tech performed periodic inspections of Cedar Lakes Dams 1 and 2 in 1996 and 2007.**
- **Our firm performed a Dam Break and Risk Assessment in 1996 in order to determine the hazard rating of Dams 1 and 2. The results of the analysis suggested the hazard rating of both dams was Class 2. During a meeting with our engineers on October 27, 2015, Delbert Shriver with WVDEP confirmed that he had reviewed the report and approved Dams 1 and 2 as Class 2 structures.**
- **Emergency repairs for erosion of the emergency spillway of Dam 2 were designed by CTE and constructed in 2001. These repairs were necessary after the spillway operated during a storm event and channel erosion occurred. Based on recent site visits in 2015, these repairs are functioning as designed.**
- **An "Inspection and Proposed Emergency Repairs" report dated November 3, 2015 was prepared by our firm. This report detailed the problems associated with the principal spillway pipe and riser at Dam 2 and provided an emergency channel design. Our firm also performed and prepared an "Emergency Channel Inspection" report dated June 13, 2016. This report included an inspection of the constructed emergency channel and recommended maintenance repairs. In addition, the hydraulic limitations of the channel and associated risks were discussed.**
- **Successful completion of 52 dam rehabilitation and design projects throughout West Virginia. Refer to the State Map attached to this cover letter showing the locations of our projects.**
- **Construction Contract Administration provided on 46 Dam Modification Projects.**
- **More than 100 years combined personnel experience with dam safety, design, and rehabilitation.**
- **2010 Recipient of the WVDEP Environmental Excellence Award – Safe Dams Category.**
- **2013 Berwind Dam Modification Project Designed by Civil Tech received the WVDEP Environmental Excellence Award – Safe Dams Category.**

## CIVIL TECH ENGINEERING, INC.

300A Prestige Drive  
Hurricane, West Virginia 25526  
Phone: 304-757-8094 Fax: 304-757-8095  
civiltech1@frontier.com

- Responsible for Periodic Inspections of 72 dams in West Virginia including all WVDNR Parks & Recreation and Wildlife Section Dams.
- Experience with innovative dam modification techniques including the use of Roller Compacted Concrete (RCC).
- Experience with dam break and risk assessment.
- Experience with design and permitting of dam declassification (height reduction below jurisdiction).
- Complete understanding of dam rehabilitation requirements and WVDEP Regulations.
- Strong working relationship with the WVDEP Dam Safety Section.
- Practical and extensive construction and contract administration experience.

### Landslide Experience:

- 70 years combined personnel experience inspecting, drilling, analyzing and designing repairs for landslide projects.
- Complete understanding of slope instability causes including but not limited to cohesive soils, improper drainage, and instability caused by removal of supporting soils and/or side hill fill placement.
- Experience examining soil and rock samples for evidence of sliding surfaces.
- Use of computer programs including PCSTABLE5 for analyzing slope stability and repair options.
- Experience with design of landslide repair including gabion walls, H-Pile retaining walls, concrete cantilever walls, excavation and replacement of material to a stable arrangement, drainage measures, underpinning of foundations, etc.
- Extensive geotechnical engineering experience performing foundation investigations for a variety of projects including large scale power plant structures, tanks, tunnels, towers, etc. providing a complete understanding of shallow foundations, deep foundations, bearing capacity and settlement.
- Practical construction experience monitoring and administrating landslide repair projects. This is an important aspect of landslide repair since often repair construction needs to be implemented in a careful sequenced manner to prevent further sliding adjacent, above, or below the affected site.

Based on our experience with the subject dams and 52 other dams successfully rehabilitated/repared in West Virginia, we believe Civil Tech is uniquely qualified to provide engineering design and contract administration services for this project. In addition, as summarized above and further herein, our experience with landslide investigation, analysis, and repair provides a unique understanding of the soil conditions and drainage issues that often lead to slope instability. This understanding ensures our remediation option(s) will fit the site and provide a long term solution preventing further slope movement and damage to adjacent structures.

We trust this EOI is acceptable and look forward to working with you on this project if our firm is deemed most qualified.

Very truly yours,

CIVIL TECH ENGINEERING, INC.



Mark E. Pennington MS, PE  
Principal Engineer



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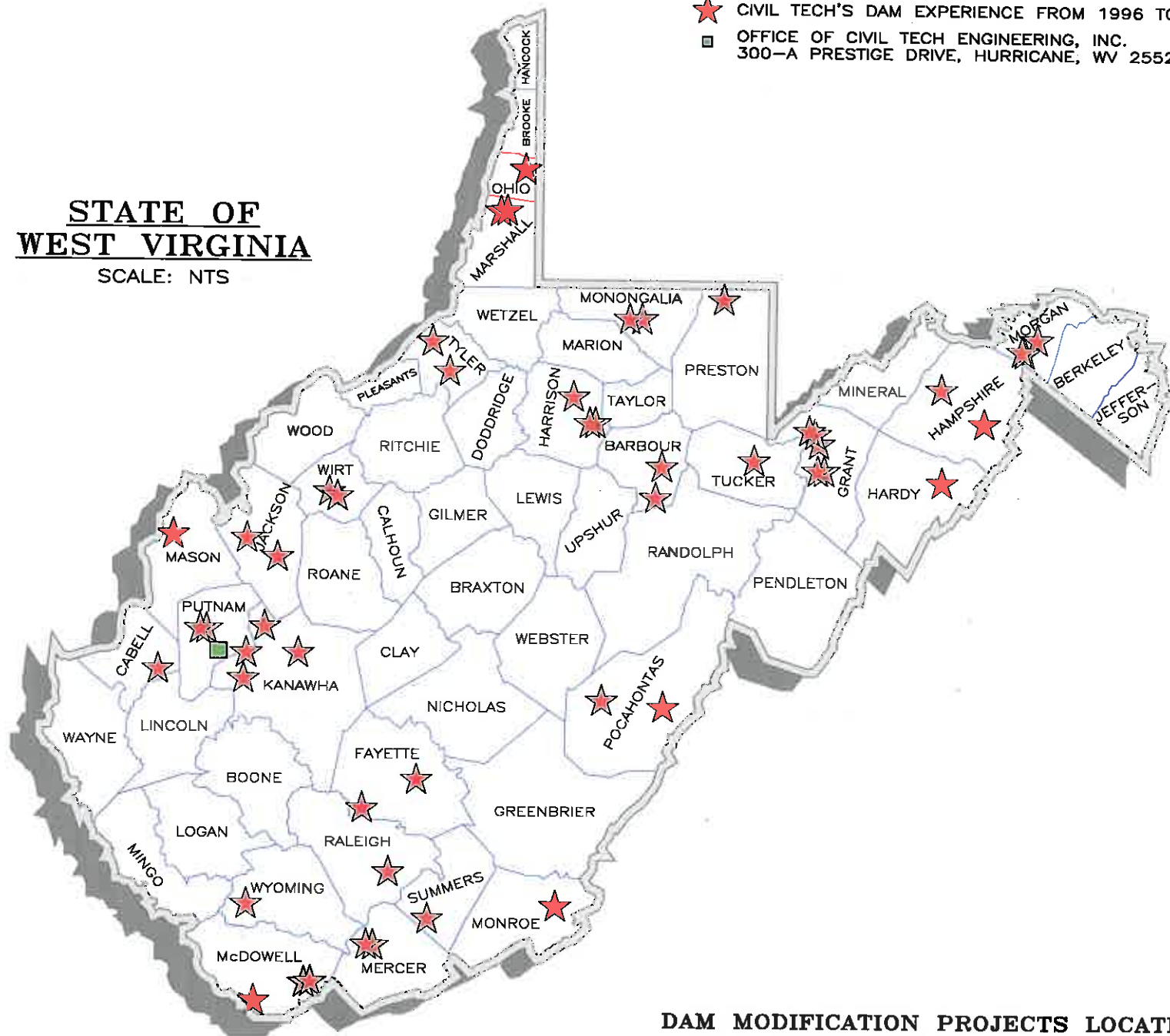
DATE-TIME SUBMITTED:

FEBRUARY 1, 2018 -- 1:30 PM

# STATE OF WEST VIRGINIA

SCALE: NTS

- ★ CIVIL TECH'S DAM EXPERIENCE FROM 1996 TO 12/01/17.
- OFFICE OF CIVIL TECH ENGINEERING, INC.  
300-A PRESTIGE DRIVE, HURRICANE, WV 25526



DAM MODIFICATION PROJECTS LOCATION MAP  
CIVIL TECH ENGINEERING, INC.

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<b><u>AGR1800000001 - EOI</u></b>	
<b><u>ADDENDUM NO. 1</u></b>	

**1. LOCATION:** The Owner's location is 217 Gus R Douglas Lane, Building 1, Room 100, Charleston WV 25312. The enclosed EOI includes the following project locations:

- 1.1 **Project A** – Cedar Lakes Dams Restoration - Dam # 1 ID 03501 and Dam # 2 ID 03502. Cedar Lakes Camp and Conference Center, 82 FFA Drive, Ripley, WV 25271.
- 1.2 **Project B** – Food Distribution Warehouse Slope Stabilization, 4496 Cedar Lakes Drive, Ripley WV 25271.

## **2. BACKGROUND**

Based on information provided in the EOI, we understand complete design and permitting, as well as construction contract administration, is required for the subject dams (Project A). These services are required to address and correct deficiencies at the dams and bring them into compliance with current Dam Safety Regulations (or remove from jurisdiction) in order to obtain a certificate of approval (COA). In addition, we understand a landslide has developed adjacent to the Dept. of Agriculture Food Distribution Warehouse located near Ripley in Jackson County (Project B). The project includes engineering services to evaluate the cause of the landslide and design options for mitigation and repair of the same to prevent damage to the adjacent building. The project also includes design, permitting and construction contract administration for the landslide repair.

## **3. QUALIFICATIONS AND EXPERIENCE**

### **A. Design and Contract Administration Team**

**Key Personnel:** Mark E. Pennington MS, PE, PLS  
Jennifer E. Pennington PE, PLS

**Staff:** Mark E. Pennington PE - Principal in Charge  
Jennifer E. Pennington PE - Principal in Charge  
Tom Brown PE – Senior Engineer  
Tom DiBacco Jr. - Project Engineer - Environmental  
Robert Kessler - Senior Geologist  
Charles Arthur Jr. – Senior Designer -- CADD/Survey/Inspection  
H. Neal Craig – Designer -- CADD/Survey/Inspection  
Scott Brown – Construction Manager and Inspector



**This is the same design team responsible for all 52 of our past dam rehabilitation and construction contract administration projects as well as our landslide projects. Our team knows how to put together a successful dam rehabilitation project and stay on schedule and within budget throughout the design and construction process. This experience applies to other projects as well including slope stabilization design and construction projects.**

Resumes for key personnel and staff are presented in the “Illustrations” Section of this EOI.

## **B. Description of Firms’ Dam Safety Experience**

1. **General:** Fifty Two (52) Dam Modification and Repair Projects ranging in cost from \$ 50,000 to \$ 1,700,000 have been completed by our firm and principals.

The locations of our dam projects in West Virginia are shown on the State map included in the Illustrations Section of this EOI. Civil Tech’s dam experience is also summarized on Table 1 – Dam Project Experience Matrix included in the Illustrations Section of this EOI. This table includes Owner name, type of project, and if a COA was required and obtained. Owner Contact information is provided further herein.

2. **Awards and Recognition by the WVDEP Dam Safety Section:** As recognition for our dedication to the dam safety field and our excellent work, Civil Tech received the 2010 WVDEP Environmental Excellence Award – Safe Dam Category. 2010 was the first year this award had been offered and Civil Tech was the first recipient after being nominated by members of the Dam Safety Section.

Also, the Berwind Dam Modification project was performed by our company for Parks and Recreation and successfully completed in 2012. This project received the 2014 WVDEP Environmental Excellence Award – Safe Dam Category. See Photograph on next page.



**BERWIND DAM MODIFICATION (RCC), MCDOWELL COUNTY, WV**

3. **Construction Contract Administration:** Our principal, Mark Pennington, has 40 years' experience with construction and contract administration for dam modification projects. Mr. Pennington has been responsible for the contract administration for 46 dam modification projects.
  
4. **Dam Break and Risk Assessment:** As discussed herein, a dam break and risk assessment was performed by our firm for Cedar Lakes Dams in 1996. Based on recent conversations with WVDEP, the report was reviewed by Dam Safety and as recommended in the same, the dams have been classified as Class 2 (Significant Hazard) dams. This classification requires the dams be capable of storing/passing 50% of the PMP design storm. Based on the results of the 1996 Dam Break analysis, Dam 1 is in compliance with this hydraulic requirement. The hydraulic capacity of Dam 2 will need to be verified based on the final design.

We used dam break and risk assessment at Seneca Dam in 1999 and were able to bring the dam into compliance and obtain a certificate of approval for a low construction cost of about \$ 120,000. Also, more recently, Dam Break and Risk Assessment Analysis was used to reduce the required design storm at Conaway

Run Dam in Tyler County and FMC Dams in Putnam County allowing design of more economically practical modifications for these dams. Proper understanding of the WVDEP requirements for dam break and risk assessment are essential in evaluating the design class and associated storm for a dam. The reader will note that the hazard rating and design storm are key drivers in the cost of modifications and compliance with the WVDEP Dam Safety Regulations.



SENECA DAM MODIFICATION, POCAHONTAS CO., WV

- 5. Innovative Rehabilitation Techniques:** Civil Tech specializes in the use of innovative techniques including the use of Roller Compacted Concrete (RCC) in dam rehabilitation. RCC used as dam overtopping protection provides an economical alternative to spillway improvement/enlargement using excavation techniques in steep terrain and, the use of RCC is readily accepted by Dam Safety. Our most recently completed design and construction project performed for the WVDNR at Cacapon State Park included RCC overtopping protection at Cacapon Park Dam and spillway armoring at Cacapon Reservoir Dam. We believe we are the only West Virginia firm with multiple project experience designing and inspecting RCC in dam rehabilitation. Based on our understanding of Cedar

Lakes Dams design and deficiencies, we anticipate the dams can be brought into hydraulic compliance with minimal modifications. Therefore, extensive armoring techniques are not anticipated for modification of the dams; however, we are always researching and exploring innovative techniques for possible design rehabilitation such as the use of Articulated Concrete Block or Fabric Formed Concrete Systems for spillway armoring and/or dam overtopping protection.



**PARK DAM MODIFICATION (RCC), CACAPON STATE PARK (BEFORE)**



**PARK DAM MODIFICATION (RCC), CACAPON STATE PARK (AFTER)**

**6. Access and Facility Improvements:** Our dam rehabilitation projects have resulted in facility improvements at State Park and Wildlife Management Areas including:

- Access for Fishermen.
- Boat Launching Ramps.
- Access Roads.
- Parking Facilities.
- Walkways
- Handicap Access.
- Toilet facilities.



**BAILEY DAM MODIFICATION, MONONGALIA CO., WV (BEFORE)**



**BAILEY DAM MODIFICATION, MONONGALIA CO., WV (AFTER)**

7. **Maintenance of Facility:** Our personnel are sensitive to the park setting and make every effort to complete our projects with minimal disruption of the facility. Our designs are practical and “planned to fit the site.” Park use is always an important consideration when designing modifications for a project.

**C. Experience Obtaining Certificates of Approval**

- As mentioned, Civil Tech has successfully completed 52 dam modification projects and we have a 100% success rate obtaining certificates of approval from the WVDEP Dam Safety Section when this is a project requirement.
- Certificates of Approval have been obtained by Civil Tech on 32 Dam Modification/Repair projects since 1996. In addition, our principals were

responsible for obtaining certificates of approval for 11 other dams while working for our former employer bringing the total number to 43. Our goals and objectives for dam modification projects always include design of the most economically practical repairs balanced with designs held to the highest standard of care that can be implemented efficiently and within budget. These goals have been met on all our past projects because of the combined experience of our staff and dedication to Dam Safety in the state of West Virginia. If selected, our firm will continue this dedicated and successful approach during the course of the subject project.

- Our Dam Safety experience with certificates of approval includes; new dam construction, rehabilitation projects necessary to bring existing dams into compliance with current Dam Safety regulations, deregulation of dams, flood damage repairs, reservoir enlargement (water supply), emergency repairs, and maintenance.

Please refer to Table 1 – Dam Project Experience Matrix for a complete listing of dams and projects which have required a certificate of approval. Table 1 is presented in the Illustrations Section of this EOI.

#### **D. Slope Stability Analysis and Repair Experience**

1. **General:** As discussed herein, fifty Two (52) Dam Modification and Repair Projects have been performed by our firm. Nearly all of these projects include drilling and sampling, and analysis of the dam embankment stability. This is a requirement of Dam Safety and is implemented for most dam design projects. In addition to this experience, our firm has extensive experience investigating, analyzing, and designing repairs for landslide projects throughout the state. A brief list of projects performed by our firm that involved the remediation of slope instability is as follows:
  - Palestine Reservoir Dam – This project was performed for the WVDNR and involved evaluation of slope instability of the upstream slope of the Palestine Hatchery Reservoir. This project involved drilling and sampling, slope stability analysis, preparation of contract documents and contract administration. This project is currently being constructed and our firm is performing construction inspection and administration.



- **Greenbrier River Trail Slide Repair** – This project was performed for the WVDNR and involved evaluation of a landslide that developed at the Greenbrier River Trail. The landslide was determined to be caused by drainage from the hillside above during a storm event. The landslide blocked the trail and was ongoing throughout our investigation. Repair options were provided and construction documents were prepared. The landslide has since been remediated in accordance with our design and is functioning well.
- **North Bend Rail Trail Emergency Repairs** – This project was performed for the WVDNR and involved design of emergency measures to repair a landslide that occurred at the North Bend Rail Trail in Ritchie County, West Virginia. Slope stability analysis was performed and remedial measures were designed that included removal of unstable material, construction of drainage measures, construction of a rock toe, and reconstruction of the slope with proper drainage. The project also included preparation of construction documents and specifications, and obtaining COE and Erosion and Sediment Control permits. The repairs have since been completed and are functioning as designed.



**Overview of NBRT Landslide**



### **Construction of Rock Toe at NBRT Landslide**

**2. Slope Stability Remediation Expertise:** Our firm has extensive experience with the following:

- Evaluation of landslides and associated drainage defects,
- Surveying and mapping important features of the slide including the scarp, toe of the slide, and limits of the same,
- Use of topographic mapping to identify active slides and geographically unstable areas,
- Planning and implementing drilling and sampling to obtain subsurface information and soil/rock samples for use in laboratory testing and analysis of the slide,
- Evaluating slope instability and proposed remedial measures using PCSTABLE5,
- Design of repairs including cantilever walls, steel H-pile walls, gabion walls, and removal of unstable material and replacement with buttress and drainage measures,

- And design of underpinning solutions for structures to prevent settlement or damage due to unstable soil conditions.



**FLEMING STREET PROJECT – MONONGAH, WV**

- TOPOGRAPHIC MAPPING
- SUBSURFACE INVESTIGATION
- EROSION AND SLIDE STABILIZATION
- PLANS AND SPECIFICATIONS
- BIDDING
- CONSTRUCTION CONTRACT ADMINISTRATION



**SARVER LANDSLIDE PROJECT – HURRICANE, WV**

- TOPOGRAPHIC MAPPING
- SUBSURFACE INVESTIGATION
- GEOTECHNICAL ANALYSIS
- DRILLED PILE WALL DESIGN AND GRADING OPTION
- PLANS AND SPECIFICATIONS
- BIDDING

3. **Construction Contract Administration:** As discussed herein, our principal, Mark Pennington, has 40 years' experience with construction and contract administration for dam modification projects and as represented in this section, we also have contract administration experience with many landslide remediation projects.

**E. Client and Reference List**

**West Virginia Division of Natural Resources**  
Parks and Recreation Section  
Building 3, Room 719  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305-0662

Contact: Mr. Bradley S. Leslie PE  
Phone: 304-558-2764

**West Virginia Division of Natural Resources**  
Wildlife Resources Section  
Capitol Complex  
Building 3, Room 816  
Charleston, West Virginia 25305

Contact: Mr. Zack Brown  
Phone: 304-558-2771

**Duke Energy**  
McGuire Nuclear Station  
13225 Hagers Ferry Road  
Mail Code: MG0273  
Huntersville, NC 28078

Contact: Evan Katzke, PE  
(980) 875-6022

**City of Thomas**  
P.O. Box 248  
Thomas, West Virginia 26292

Contact: Mayor Matt Quattro  
Phone: 304-463-4360

**New Winterplace LLC**  
c/o Bright Enterprises  
P.O. Box 460  
Summersville, West Virginia 26651

Contact: Terry Pfeiffer  
Phone: 304-787-3221 ext 104

**Dominion Generation**  
Innsbrook Technical Center  
5000 Dominion Boulevard  
Glen Allen, Virginia 23060

Contact: Mr. Michael J. Winters, PE  
Phone: 804-273-2376

**City of Belington**  
Post Office Box 926  
Belington, West Virginia 26250

Contact: Mr. Don Harris  
Phone: 304-823-1611

**Mt. Top PSD**  
Mt. Top PSD  
P.O. Box 236  
Mt. Storm, WV 26739

Contact: Ms. Diane Junkins  
Phone: 304-693-7667

### **3.1.a. Procedure for Communication**

The principals of our firm have a strong working relationship with the WVDEP Dam Safety section that we have developed over the last 40 years. We have worked closely with all members of the Dam Safety Section on projects throughout the state. A state map showing the location of our projects is presented in the Illustrations Section of this EOI.

This vast experience allows our company to work with the agency as part of the project team, and develop plans and specifications which are practical and require very little, if any changes after Dam Safety completes its review.

During the construction contract administration process, our firm will continue to maintain close communication with the Owner and Dam Safety to ensure continued project quality.

Our approach to communicating with the Owner and the WVDEP - Dam Safety Section is summarized below:

- **Initial Meeting/Discussion:** The project will be discussed with Dam Safety, Park Management, and the Owner prior to beginning work in order to develop an understanding of the history of the project, agency and owner concerns, and details of the park use in order to develop a scope of work necessary to gain approval of the project with minimal disruption of park use. This initial meeting will also include discussion of the landslide project including recommended boring locations, access, and any concerns that could impact the use of the Food Distribution Warehouse.
- **File Review:** A complete review of records maintained by the Owner and Dam Safety will be conducted by our engineer. Because our firm has performed work on the Cedar Lakes dams since 1996, we are very familiar with the dams and have complete access to project files and associated design information for the same. Based on our history and experience with Cedar Lakes Dams this part of the project can be performed in a streamlined and efficient manner.
- **Ongoing Review and Consultation:** Results of investigation and engineering analysis will be submitted to Dam Safety and the Owner in pdf format by email as they are developed in order to expedite the review process. This piece meal

submittal procedure minimizes costly changes and delays once the project plans are complete and ready for formal submission to the agency and owner for review.

- **Reports:** Progress reports will be prepared monthly and submitted by email correspondence to keep the WVDEP and owner informed of any issues which have arisen and the progress achieved during the month.
- **Regular Meetings with the Owner and Dam Safety:** Regular meetings will be conducted throughout the design and construction process to discuss findings, consult with Dam Safety's Engineers, and obtain direction. In addition, our engineers are always available by phone or email to discuss any aspect of the project or concerns the Owner may have as the project progresses. Prompt reply to questions is a priority of our engineers to ensure the owner's concerns and requirements are incorporated in the design process. Due to our close proximity to the Owner's office, Dam Safety, and the project site, we are also available for impromptu meetings as required to resolve any issues or concerns that could affect the project design, schedule, and/or budget.

This approach has served us well. The projects submitted to Dam Safety have been reviewed and approved without significant changes to the plans and specifications. These projects have all been successfully completed and included surveying and mapping, engineering analysis, permit preparation, plans, specifications, narrative, contract administration, construction monitoring, certification, and as-built drawings.

### **3.1.b. and 3.1.c. Owner's Budget and Schedule**

1. **General:** Civil Tech has a history of completing dam safety and rehabilitation projects on time and within budget. All of our projects have been completed at or below the contract fee. A partial listing of recent dam modification projects is provided on Table 2 – Dam Modifications Experience Summary. Table 2 is presented in the Illustrations Section of this EOI. This table demonstrates our ability to complete projects within budget, and lists construction cost estimates, bid price, and actual construction costs for 10 representative projects to illustrate our ability to work within the owner's budget and manage contractors to reduce the need for change orders and cost over-runs.



Engineering and Construction Cost Estimates are reviewed and compared to budget at each milestone (Phase) as follows:

- Schematic Design Phase
- Design Development Phase
- Construction Document Phase
- Bidding/Negotiation
- Construction\*

\*Contractor applications for payment are also reviewed and approved monthly and tabulated for comparison with the budget so that construction cost and cost over-runs are controlled. As-built drawings will be required for submission with monthly pay applications submitted by the contractor to verify costs and that the project is being constructed in accordance with the approved plans and specifications as the work is completed.

Because of our experience and knowledge of the Dam Safety regulations and dam design, we can typically complete the design of dam rehabilitation projects within 6 to 9 months or less.

A discussion of our plan to complete the project within budget and on time is provided below.

2. **Proposed Schedule:** Based on information provided in the EOI, we understand the Owner requires the design and preparation of construction documents for the projects to be completed by August 2018.

Project A – A project schedule will be prepared once notice to proceed has been provided. Considering the required August 2018 completion date, we believe, a start date no later than March 1 would be required to complete the design and construction document phase of Project A in the required time period. In general, considering a start date of March 1, we recommend surveying and mapping be performed initially at the dam sites. Drilling and sampling can be performed concurrently with the surveying and mapping portion of the project. Once this is complete, hydraulic analysis, stability analysis, and seepage analysis will be performed. The results of this analysis will dictate the design of remedial measures. As required by Dam Safety, a Project Narrative including all calculations and construction documents as well as permitting will be prepared and submitted prior to the August deadline considering a start date of March 1. This schedule does not include construction administration services because the

construction schedule will be dependent on review time required by Dam Safety. Based on our knowledge of the dams gained during our past services performed by our firm since 1997, engineering services will be required to design/permit modifications for the dams. In general we anticipate the design of modifications will include:

1. Topographic mapping and minimal flood routing will be required for both dams to determine the final flood levels and configuration for Dam 2. As stated herein, the dams have been classified as Class 2 by Dam Safety based on our previous analysis, and a 50% PMP design storm has been accepted. However, since emergency repairs have been performed at Dam 2 since the dam break was performed; additional hydraulic analysis will need to be performed to verify the current capacity of the same and its impact on the pool level at Dam 1 during the design storm. Additional analysis may be needed depending on the Owner's wishes concerning the use of Dam 2 and final configuration of the same. As shown on the schedule, these are the first steps that dictate the hydraulic requirements for the dams.
2. Subsurface investigation, stability and seepage analysis will be performed at both dams.
3. Evaluation of options to abandon the principal spillway outlet pipe at Dam 2. Based on our knowledge of this dam, we believe the pipe and riser are beyond repair.
4. Preliminary design can be performed concurrently with the flood routing (if necessary) and/or while awaiting review of the same.
5. Based on the results of the flood routing analysis, design of modifications will be performed. The Owner and Dam Safety will be informed of all critical aspects of the design as we proceed to allow the final design documents to be prepared based on approval and input from the same. This approach will result in a more efficient review process and minimal revisions.
6. Open and frequent communication with the Owner and Dam Safety during the design process will allow the project to be completed on time and within budget.
7. We approach our projects as if the Owner and Dam Safety are members of the project team. This approach serves to assure:
  - The project meets the Owners requirements.
  - Minimal disruption of park use.
  - Compliance with the regulations.
  - Timely approval of modifications.

- Cost effective solutions.

Project B – Project B (landslide remediation) will require surveying and mapping, drilling and sampling, and laboratory analysis prior to design of remedial measures. These items should be complete within 1 month of authorization. Based on the results of the site investigation, slope stability analysis will be performed and remedial repairs will be designed. Communication will be a priority to ensure the repair option(s) designed are in accordance with the Owner's wishes. Once a repair option has been agreed upon, design documents will be prepared and submitted to the Owner for review. We anticipate a total project duration for Project B (not including construction) of 3 months. This does not include time associated with obtaining right of way or property permits if required.

3. **Contract Administration:** Based on our experience, construction of dam modifications can usually be completed within a 6 to 9 month period. However, based on our understanding of the dams and past work, we do not believe extensive modifications to bring the structures into compliance will be necessary and therefore, we believe the construction schedule should be shorter than most projects we have administered. Our experience with Dam Safety procedures and requirements will aid in streamlining the bid process by allowing the pre-bid meeting and all other communication with the contractor awarded the project to be clear and concise. All questions and concerns will be addressed efficiently based on our intimate understanding of the design thereby minimizing delays and cost overruns. To facilitate contract administration of the subject dams and landslide repair, we propose the following:
  - a) The project manager (Mark Pennington) will make routine site visits during construction and will provide ongoing consultation to address issues as they arise in order to enforce the project plans and specifications and avoid cost over-runs.
  - b) Monthly construction summaries including submittals, inspection reports, and laboratory test results will be prepared by our engineer as required by Dam Safety.
  - c) We will provide an experienced resident technician to provide full time construction monitoring to document construction and serve as our site representative.
  - d) As-built drawings will be required for submission with monthly pay applications submitted by the contractor to verify costs and that the project is being constructed in accordance with the approved plans and specifications as the work is completed.

- e) Priority attention to this project will reduce the risk of cost over-runs and improper construction so that the project can be certified at the completion of construction.

**In order to comply with the required schedule, our firm will dedicate key personnel to engineering and design throughout the duration of the project.**

#### **4. Experience Meeting Deadlines:**

##### **Thomas Dam Modification Project:**

In 1999, the City of Thomas was faced with a deficient, unsafe dam located in the environmentally sensitive North Fork of the Blackwater River. Funding constraints imposed by HUD through the WV Development Office required the design and construction of this project be completed before December 31, 2000 or funding would be lost.

We were selected for the Thomas Project in the summer of 1999 and a contract was signed with the city on September 1 of that year. Civil Tech completed the design by the end of 1999 (4 months), and filed the permit application with Dam Safety by February 1 of 2000. Because we had worked closely with Dam Safety, the permit application was reviewed and a certificate of approval to proceed with construction was issued for the project before March 1, 2000 (6 months after startup).

The project was advertised and bid in accordance with HUD procedures and a contract was awarded.

Construction began in 2000 and was completed by October 30, 2000 in accordance with the funding deadline. The project was also completed under budget.



**THOMAS DAM MODIFICATION, THOMAS, WV**

**Winterplace Dam Modification Project:**

In August of 2002, our company was selected by Winterplace Ski Resort to expand their water supply dam by raising the dam and spillway system. Since adequate water supply for snow making is critical to their resort, Winterplace had to have this modification complete and the dam filled and in service before ski season of 2003.

To accomplish this, the design had to be completed and submitted to dam safety so that construction could begin by March 1, 2003. We were awarded this project on August 23, 2002 and agreed to complete the design and submit the design to Dam Safety by December 15, 2002.

The dam safety permit application along with plans and specifications were completed on time and within budget. The project was approved by Dam Safety and bid in February of 2003 in time for the construction season.

The project was not constructed due to cost and we later designed a reservoir enlargement project which increased the reservoir volume within the Winterplace budget.

### **WVDNR Dam Modification Projects:**

We have performed numerous dam modification projects for Parks & Recreation and Wildlife Resources Sections of the WVDNR. The reader should refer Table 1. All of these projects have been completed within budget and time constraints. The Cacapon Reservoir and Park Dam Modification Project was most recently completed in 2017 within budget and on time.

References who can speak about our ability to meet project deadlines are listed below:

1. Bradley S. Leslie, PE 304-558-2764  
WVDNR Parks & Recreation Section
2. Mayor Matt Quattro, 304-463-4360  
City of Thomas, WV
3. Terry Pfeiffer, 304-787-3221 ext 104  
Winterplace Ski Resort
4. Brian Tucker (304) 543-0619  
West Virginia American Water Company

### **3.1.d. Experience in Professional Disciplines**

Our policy is to perform all engineering services under the direct supervision of a registered professional engineer who is a principal of the firm. All engineering work on this project will be performed with in-house personnel and equipment. This approach will allow us to closely control schedule, cost, and quality. This philosophy has served us well since the company was founded over 21 years ago and has allowed us to successfully complete more than 2000 projects involving surveying and mapping, civil site design, environmental permitting, geotechnical, structural damage assessment, construction monitoring and testing, and construction contract administration.

We will not sacrifice quality for any reason. All work performed by Civil Tech goes through the following 3 step quality control procedure before it is accepted for submission to the Owner and Dam Safety:

1. **Technical and Scope Review by the Project Manager (principal of firm and registered professional engineer):** This review assures technical accuracy and that the design complies with standard practice, regulations, and meets the needs of the Owner. Our principal engineers are experienced and competent in all design disciplines expected to be required for the proposed projects including:
  - Surveying and Mapping.
  - Geotechnical Engineering including soil and rock classification, groundwater monitoring, and interpretation of laboratory test results including permeability and triaxial testing.
  - Seepage and Stability Analysis.
  - Hydrology and Hydraulic Analysis using Hec HMS, Dams2, Hec-1 and Hec-2, Hydrocad, and Hec-Ras.
  - Innovative Design Techniques including the use of RCC or other armoring techniques.
  - Reinforced Concrete Design.
  - Wall design including; Cantilever, H-Pile, Gabion, MSE, and Reinforced Soil Slopes.
  - Slope Reconstruction including grade and drain options.
  - Foundation Engineering including evaluation of bearing capacity, settlement, shallow foundations, deep foundations, and underpinning of foundations and slabs.
  - Pavement Design.
  - Civil Design including site drainage and stormwater detention.
  - Erosion and Sediment Control Plan Design and Permitting.
  - Construction Cost Estimating.
  - Construction Administration and Inspection
2. **Practicality Review by the Construction Manager:** This review assures the design is practical and buildable.
3. **Owners Review:** The Owner will be given the opportunity to review design and construction documents before submission to Dam Safety.

All work will be performed in-house with the exception of drilling and soils laboratory testing services. We will use Triad Engineering of St. Albans, West Virginia for drilling and laboratory testing services. Should underwater video or investigation be required, we

will utilize Underwater Services of Poca, West Virginia. The total cost of subcontracts should range between 5 and 10% of the engineering budget. No other subcontracts are anticipated.

### **3.1.e. Required Items in EOI**

As required, four (4) printed copies of the EOI have been submitted. Included herein is a description of our personnel and experience, proposed project plans and schedule, discussion of subcontractors, quality and cost control, and our surveying and mapping capabilities.



## **4 – PROJECT GOALS AND OBJECTIVES**

**4.1 Goal/Objective 1 (Projects A & B): Preparation of Construction Contract Drawings, Specifications, and Permitting.** As outlined herein, our firm has extensive experience preparing construction documents and specifications, as well as preparing applications and obtaining approval for; Construction Stormwater permits, Nationwide permits from the US Army Corps of Engineers, DOH encroachment permits, as well as SHPO, RTE, and Instream work permits. Construction documents will be prepared using surveying and mapping performed as part of the project and will be submitted in pdf format.

**4.2 Goal/Objective 2 (Project A): Evaluate the dams for compliance with WV Dam Control and Safety Act, Dam Safety Rule, and WVDEP Compliance Order to develop a plan.** As discussed herein, our firm has extensive dam rehabilitation experience. Our principals have a complete understanding of current Dam Safety regulations gained by years of experience in combination with a close working relationship with Dam Safety personnel. In addition, our knowledge of the dams gained by past services detailed herein will streamline this objective because we have a complete understanding of the Cedar Lakes Dams history and deficiencies that will need to be addressed to comply with the WVDEP Order and obtain a certificate of approval from Dam Safety.

**4.3 Goal/Objective 3 (Project A): Perform evaluation of current dam site(s) in order to identify and recommend solutions.** The goal for this project is to perform engineering necessary to design, permit and construct modifications to the dams in accordance with current Dam Safety regulations. These services are required in order to obtain a certificate of approval and bring the dams into compliance with the current Dam Safety regulations. As discussed herein, this goal will be achieved by performing the following:

- Information Review (minimal since our firm has extensive knowledge of the dams based on past work experience).
- Surveying and Mapping using our 2 man crew. Develop mapping in AutoCad format.
- Hydraulic Analysis to verify the spillway capacity of both dams based on the existing or desired configuration of Dam 2. This will include the current capacity of Dam 2 considering the emergency principal spillway and abandonment of the existing riser and drain pipe. The final configuration and pool level for Dam 2 can be designed to best fit the owner's needs for this facility. Based on our knowledge of the dam, we do not believe the riser and pipe can be repaired economically but

this will be verified as part of our analysis.

- Drilling and Sampling and Piezometer Installation at both dams to facilitate seepage and stability analysis. This is required by Dam Safety and will provide information concerning possible seepage noted at Dam 1 during past inspections. Based on the results of this analysis, a buttress and drainage collection measures may be required at Dam 1. No seepage or stability concerns have been noted at Dam 2 during our past inspections.
- Evaluation of flow characteristics within the dam's spillways to verify the capacity of the same, velocity of flow, and the need for armoring to prevent erosion of the channels.

Our design will improve the safety and long term functioning of the dams. The needs of the Owner concerning the recreation uses at the dams will also be prioritized and incorporated in the design.

Our extensive experience and understanding of the design and permitting process for dam modification projects will allow us to design and execute the project within budget and on schedule. Our experience outlined herein with dam rehabilitation projects illustrates our firms' ability to approach projects both logically and creatively resulting in Owner satisfaction and ultimately compliance with current Dam Safety Regulations. Based on the knowledge gained during our ongoing work on the dams since 1996, we will be able to begin the design process upon notice to proceed with minimal review time required.

#### **4.4 Goal/Objective 4 (Project A): Develop Alternative Strategies for Dam Repair.**

Based on our knowledge of the dams, we anticipate minimal modifications will be required at Dam 1. As discussed, a buttress to address seepage concerns may be necessary and the emergency and principal spillways will need to be evaluated for compliance with Current Dam Safety Regulations. However, the hydraulic capacity of Dam 2 will need to be verified based on recent emergency measures implemented. Depending on this analysis, one alternative for modification of Dam 2 may involve abandonment of the existing riser and pipe and use of the emergency channel as a permanent principal spillway. Also, the Owner's wishes concerning final pool level, dam crest elevation, use of the dam crest as a trail, etc. will need to be incorporated in the remediation options. De-regulation of Dam 2 below Dam Safety jurisdiction is also an option and will be evaluated as part of this Objective. Our firm recently finalized a project that involved de-regulating a dam in Culloden WV for the WVAWC and is familiar with the Dam Safety regulations concerning this option.

**4.5 Goal/Objective 5 (Project A):** Prepare cost estimates and construction contract documents for the approved alternates for the dams in accordance with Dam Safety Regulations. As discussed herein, our firm has extensive experience preparing engineer's cost estimates and associated construction documents for dam rehabilitation projects. We have a complete understanding of the Dam Safety requirements for these items including the associated Project Narrative detailing our design process and calculations, permitting, and design drawings. This objective will be met within the time frame required and, based on our experience and close working relationship with Dam Safety, should require minimal design revisions based on Dam Safety Review.

**4.6 Goal/Objective 6 (Project B):** Evaluate the slope instability at the Food Warehouse to determine the cause of the slip and associated remedial measures needed to stabilize the slope and/or protect the structure from damage due to ongoing and progressive slide movement. Our firm visited the site of Project B on January 12, 2018. Based on our cursory examination of the site, the slope instability has occurred in what appears to be a fill slope located adjacent to the left side of the warehouse (facing the front). What we believe to be a masonry refrigeration cooling unit is located at the top of the fill slope adjacent to a poorly defined scarp. Several hairline cracks were noted in the foundation of the structure near the corners. In addition, the building appears to have been braced or tied back in the past as evidenced by a steel plate bolted to the wall at about the floor level on the outside edge of the building adjacent to the slide. A drain pipe exits at the bottom of the slope in the slide area that was dry on the date of our inspection. The purpose of this pipe is unknown at this time. A downspout drains onto the ground behind the building. Based on our site visit, we believe the slope instability may be due to a combination of improper side hill fill placement, drainage defects, and possible removal of supporting material at the base of the slope during site grading associated with the adjacent development. The owner will note that the slide toe appears to be located on the slope beyond the fence line and therefore, the slide may extend off of the owner's property. This may be an important consideration when designing remedial measures. Considering this, we recommend the following investigation to determine remedial measures for the slide and to prevent damage to the adjacent structures;

- Topographic mapping of the slide and surrounding areas will be developed by our crew to facilitate slope stability analysis and design.
- Drilling and sampling to determine the soil comprising the slide, the depth to rock (if feasible), groundwater conditions within the slide area, and the approximate foundation bearing conditions of the adjacent buildings. We will need to review foundation plans for the adjacent structures as part of this work item.

- Laboratory testing to allow soil strength parameters needed for slope stability analysis to be estimated.
- Slope stability analysis to approximate the existing failure conditions at the slide and evaluate possible remedial measures that result in an acceptable factor of safety against sliding.
- Evaluation of existing building bearing conditions to determine the risk of damage to the structure due to continued slope movement and possible measures to prevent building damage such as underpinning to stable soil or rock material.



**Overall View of Landslide Area**

**4.7 Goal/Objective 7 (Project B):** Develop alternatives, design a solution, and assist with implementation at Project B. Based on the proposed scope of work discussed in Objective 6, remedial options for slope stabilization to prevent future instability and damage to the warehouse will be provided to the Owner for review. These options may include, underpinning the cooling unit structure to bear on stable soil or rock, construction of a wall at the base of the slope, and/or installation of proper drainage and construction of a soil/rock buttress at the toe of the slope to stabilize the same. Property constraints may impact the measures selected. Once a design is approved, construction documents suitable for bidding will be prepared and submitted.

**4.8 Goal/Objective 8 (Projects A & B):** Develop construction plans and specifications for the design alternates chosen by the Owner. Provide construction contract administration. As outlined in the “Experience and Qualifications” section of the EOI, this goal will be met by utilizing our highly qualified and experienced staff to prepare the construction documents and administer the construction contracts. Our firm will provide the following services:

- a) Bidding assistance.
- b) Construction Phase Services.
- c) As-built drawing preparation.
- d) Certification.

Our firm most recently completed construction of modifications to Park and Reservoir Dams at Cacapon State Park. The project was managed by Mark Pennington with inspection services provided by Scott Barnes our resident technician. The project utilized about 2600 CY of RCC to armor the downstream slope and crest of Park Dam and the emergency spillway berm at Reservoir Dam. Modifications corrected stability and seepage concerns and improved access at both dams for fishermen while maintaining the aesthetic and original configuration and appearance at both dams. The project was completed on time and within budget and has been accepted by the WVDEP Dam Safety Section.



**PARK DAM MODIFICATION (RCC PLACEMENT), CACAPON STATE PARK**



**PARK DAM MODIFICATION (RCC PLACEMENT), CACAPON STATE PARK**



**RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (BEFORE)**



**RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (AFTER)**



**RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (AFTER)**

**4.9 Goal/Objective 9:** Provide all necessary services to design the project in a manner that is consistent with the Owner's needs, objectives, budget, and other requirements. This goal will be achieved as outlined herein based on our experience with the dams and slope stability analysis, communication with the Owner, Park personnel, and Dam Safety.

**4.10 Goal/Objective 10:** Prepare bidding packages in accordance with the procedures of the West Virginia Purchasing Division. Based on the experience outlined herein preparing construction contract documents for the WVDNR, our firm will achieve this goal in an efficient and accurate manner. All past construction contract administration performed for the WVDNR as outlined herein has been performed in accordance with West Virginia Purchasing Division requirements and procedures.

**4.11 Goal/Objective 11:** Prepare Construction Contract Administration Services that ensure each task is constructed and functions as designed. As outlined herein, our principal Mark Pennington, has 40 years' experience with construction and contract administration for dam modification projects and we also have contract administration experience with landslide remediation projects. In addition, our construction inspection personnel have extensive experience with dam modification projects. Our proximity to the project site will allow close monitoring of construction activities ensuring the personnel responsible for the design of the project are also closely involved with the construction of the same. This provides assurance that the project is being constructed and functions as designed.

**4.12 Goal/Objective 12:** Project to be completed by August 2018. This goal will be met as outlined in "Section 3.1.b and 3.1.c Project Budget and Schedule" providing a start date of March 1 is authorized. As discussed herein, considering our pre-existing knowledge of the dams, we can begin preliminary analysis upon notice to proceed and continue efficiently through the design process to finalize the construction documents within the time allotted, in accordance with the Owner's schedule and the Consent Order from Dam Safety.





**TABLE 2 -- DAM MODIFICATIONS EXPERIENCE SUMMARY - PARTIAL LISTING**

BY: CIVIL TECH ENGINEERING INC.

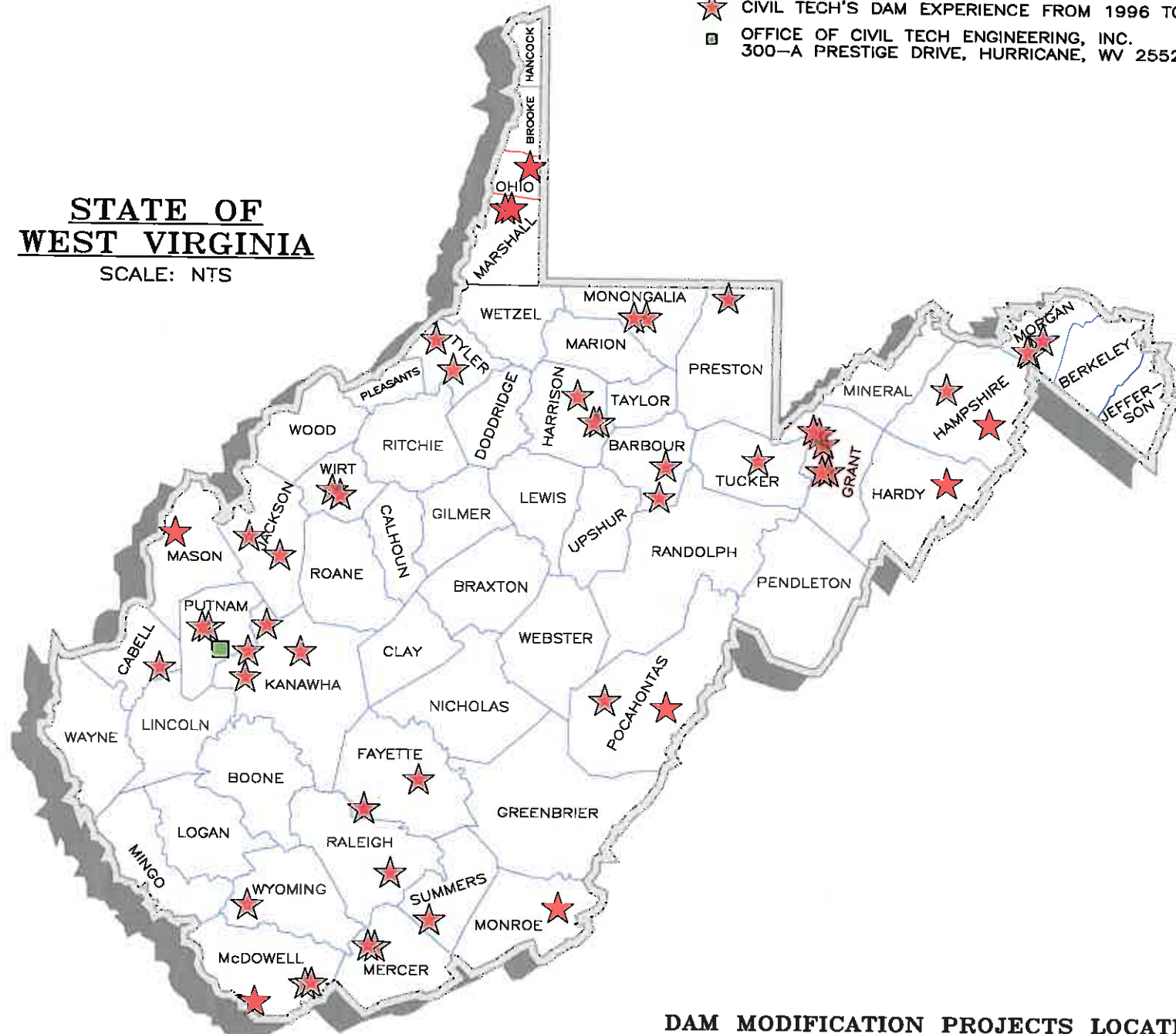
November 13, 2017

DAM /HAZARD RATING	OWNER	DAM SAFETY APPROVAL	ENGINEER'S CONSTRUCTION COST ESTIMATE (\$)	BID PRICE (\$)	ACTUAL CONSTRUCTION COST (\$)
DEEGAN (ID#03322) CLASS 1 HAZARD RATING	CITY OF BRIDGEPORT	COA	\$ 703,420.00	\$ 502,350.00	\$ 470,133.00
HINKLE DAM (ID#03328) CLASS 1 HAZARD RATING	CITY OF BRIDGEPORT	COA	\$ 703,420.00	\$ 502,350.00	\$ 470,133.00
MILL RUN WS RESERVOIR (ID#02329) CLASS 2 HAZARD	MT. TOP PSD	COA	\$ 191,925.00	\$ 163,315.00	\$ 167,988.00
JIMMY LEWIS DAM (ID#05521) CLASS 1 HAZARD RATING	WVDNR	COA	\$ 252,540.00	\$ 282,480.00	\$ 282,480.00
LONGBRANCH DAM (ID#08903) CLASS 1 HAZARD RATING	WVDNR	COA	\$ 222,370.00	\$ 200,548.00	\$ 200,548.00
BERWIND DAM (ID#04702) CLASS 1 HAZARD RATING	WVDNR	COA	\$ 1,137,150.00	\$ 1,013,000.00	\$ 1,013,000.00
CULLODEN PSD DAM (ID#01101) REDUCTION BELOW JURISDICTION	WVDNR	COA	\$ 643,328.00	\$ 500,000.00	\$ 500,000.00
CACAPON PARK DAM (ID#06503) CLASS 1 HAZARD RATING	WVDNR	COA	\$ 561,150.00	\$ 850,000.00	\$ 850,000.00
CACAPON RESERVOIR (ID#06503) CLASS 1 HAZARD RATING	WVDNR	COA	\$ 561,150.00	\$ 850,000.00	\$ 850,000.00
FLIP BUCKET STABILIZATION (ID#02301) CLASS 1 HAZARD	MT. STORM POWER STATION	LETTER	\$ 532,450.00	\$ 376,360.00	\$ 411,992.00

# STATE OF WEST VIRGINIA

SCALE: NTS

- ★ CIVIL TECH'S DAM EXPERIENCE FROM 1996 TO 12/01/17.
- OFFICE OF CIVIL TECH ENGINEERING, INC.  
300-A PRESTIGE DRIVE, HURRICANE, WV 25526



DAM MODIFICATION PROJECTS LOCATION MAP  
CIVIL TECH ENGINEERING, INC.

**RESUME OF MARK E. PENNINGTON**  
**PRESIDENT – CIVIL TECH ENGINEERING INC.**  
**11 - 20 - 17**

**EDUCATION:**

B.S.C.E. - Civil Engineering - 1977 - West Virginia University  
M.S.C.E. - Civil Engineering - 1985 - West Virginia College of Graduate Studies

**PROFESSIONAL REGISTRATION:**

Registered Professional Engineer - West Virginia, Virginia, Ohio, and North Carolina  
Professional Surveyor - West Virginia

**EMPLOYMENT HISTORY:**

Principal Engineer President	<b>-CIVIL TECH ENGINEERING, INC.</b> February 1996 to Present
Chief Engineer Vice President	<b>-Heeter Construction, Inc., Spencer, WV</b> February 1996 to April 1997
Principal Engineer Vice President	<b>-Triad Engineering, Inc., St. Albans, WV</b> September 1980 to February 1996
Staff Engineer	<b>-American Electric Power Service Corporation</b> Civil Engineering Laboratory - May 1977 thru July 1978 Ash Utilization & Research - August 1978 to Sept. 1980

**PERTINENT EXPERIENCE:**

**General:** Mr. Pennington is one of the founders and president of Civil Tech Engineering Inc. In this capacity, he is responsible for overall management of the company, business development, proposal preparation, and the direction/technical review of all engineering work produced by the company.

After graduation from college, Mr. Pennington worked as a staff engineer for American Electric Power. He initially performed various engineering tasks for the Civil Engineering Lab in New Haven, West Virginia. He later joined the ash utilization and research section where was involved with landfill design and testing. Mr. Pennington authored the "Fly Ash Structural Fill Inspection and Training Manual" dated February 15, 1979 which is still in use today in the AEP system. Recently, Mr. Pennington managed compaction testing at the John Amos Plant Quarrier Landfill under contract with AEP.

Prior to establishing Civil Tech Engineering, Mr. Pennington served as Branch Manager of the St. Albans Office of Triad Engineering, Inc. In this capacity, he supervised and coordinated all projects performed by the St. Albans Office and managed over 60 employees including; engineers, geologists, technicians, designers, draftsmen, environmental technicians, surveyors, drillers, marketing, and clerical personnel. Mr. Pennington's areas of expertise include: general civil design, dam design/rehabilitation/safety, abandoned mine lands reclamation, geotechnical engineering, hazardous and municipal waste design/permitting, hydraulics, hydrology, groundwater studies, laboratory testing, surveying and mapping, drilling, construction inspection/testing, and construction project/contract administration. Mr. Pennington also reviewed and approved mine permits for the Logan Office of Triad Engineering.

## RESUME OF MARK E. PENNINGTON CONTINUED

Mr. Pennington has provided and directed engineering services on nearly 2000 projects since forming Civil Tech Engineering, Inc. These projects have been performed for clients including: WVDEP-AML, BRIM, Steel of West Virginia, FMC, WVDNR, WVDEP, Dominion Generation, Duke Energy, Huntington Area Development Authority, City of Belington, Culloden PSD, City of South Charleston, City of Thomas, City of Pennsboro, Cedar Lakes Conference Center, Middleport Terminals, Contractors, Architects, Private Home Owners, and insurance companies. Mr. Pennington has been responsible for a wide range of engineering projects and services including:

- Non Nuclear Power Plant Civil Design Services
- Dam Inspection, Design, and Rehabilitation
- Surveying and Mapping
- Abandoned Mine Land Reclamation Projects
- Foundation Investigations for Industrial, Commercial, and Residential Structures
- Civil Design for Residential/Commercial Projects.
- Damage Investigation/Evaluation of Commercial/Residential Structures.
- Mine Subsidence Claims
- Municipal Landfill Design/Permitting
- Municipal Sewage Design and Permitting
- Water Line Extension
- Hazardous Waste Landfill Design/Permitting
- Groundwater Contamination Studies
- Stormwater Design and Control
- Erosion and Sediment Control Design and Permitting
- Construction Quality Control
- Construction Contract Administration

**Non-Nuclear Power Plant Engineering Services:** Mr. Pennington started his career as an employee of AEP working as a staff engineer in the civil engineering lab and ash utilization sections where he gained experience with civil design, materials testing, and geotechnical engineering associated with dam and power plant construction. Since forming Civil Tech he has been the engineer of record on power plant projects for clients including AEP, Dominion Generation, and Duke Energy. Typical services have included civil design, geotechnical engineering, surveying, permitting, and construction phase services. Projects have included: dams, railroad spurs, pavements, walls, dams, ammonia unloading, coal handling, ponds, cooling towers, and ash landfills. Mr. Pennington has also managed projects for Dominion at Mt. Storm Power Station since 2000.

**Civil Design, Municipal Sewage and Water Service:** Mr. Pennington was the design engineer for a \$ 3,000,000 sanitary sewer/storm water segregation project for the City of Thomas, West Virginia. He routinely assists the City of Thomas with the evaluation of storm water problems and has been responsible for the design and construction of a \$ 750,000 storm water improvement project which was completed in 2006. Phase I of the sanitary sewer/stormwater segregation project for the City of Thomas was completed in 2009. Past experience with general civil engineering including utility and roadway infrastructure, site grading, storm water, and permitting has included large commercial and private projects such as Southridge Centre (100 acres), First Church of God (10 acres), Ridgeline Developments (100 acres), Dudley Farms (50 acres), and recent 2 acre developments for hotel sites in Mineral Wells, and Weirton, West Virginia. He was recently responsible for the design of a 1 ½ mile water service extension for the town of Douglas, West Virginia.

## RESUME OF MARK E. PENNINGTON CONTINUED

**Dam Safety:** Mr. Pennington is qualified in the field of dam safety, rehabilitation, and design. He is responsible for performing over 70 annual safety inspections for various dams and clients throughout West Virginia and surrounding states. Mr. Pennington has been responsible for the design of over 48 dam rehabilitation projects. His areas of expertise include the use of Roller Compacted Concrete (RCC) in the rehabilitation of dams. Mr. Pennington made a presentation at the ASCE fall technical conference in 1994 discussing the use of Roller Compacted Concrete as overtopping protection at the Anawalt Lake Dam. A partial list of typical dam design and rehabilitation projects for which Mr. Pennington has been responsible is provided below:

- Cacapon Park and Reservoir Dams, Cacapon State Park
- No. 2 Impoundment Dam Modification - Union Carbide, Sistersville, WV
- Anawalt Lake Dam (new construction) - WVDNR - McDowell Co, WV
- Warden Lake Dam Modification - WVDNR - Hardy Co., WV
- Seneca Lake Dam Modification - WVDNR - Pocahontas Co., WV
- Teter Creek Lake Dam Modifications - WVDNR - Barbour Co., WV
- Belington Water Supply Dam Modifications - City of Belington - Barbour Co., WV
- FMC Tailings Pond Dam Modifications - FMC Corp.- Bessemer City, NC
- Water Supply Dam Modifications - Culloden PSD - Culloden, WV
- Joyce Lake Dam Modifications - Joyce Properties - Clarksburg, WV
- Handley Dam - WVDNR - Pocahontas Co., WV
- Thomas Dam Rehabilitation - City of Thomas, WV
- Old Pond 11 - McClintic Wildlife Management Area
- Wells Lock and Dam Emergency Repairs, Elizabeth, WV
- Rollins Dam Emergency Repairs, Ripley, WV
- Handley Dam Modifications, Pocahontas County, WV
- Winterplace Dam, Raleigh County, WV
- Anawalt Flood Damage Repairs, McDowell County, WV
- Bailey and Lemley Dams, Monongalia County, WV
- Wilson Big Hollow Dam, Hampshire County, WV
- Burches Run Dam Height Reduction, Marshall County, WV
- Mt. Storm Power Station Dam, Grant County, WV
- Deegan and Hinkle Dam Modifications, Bridgeport, WV
- Mill Run Water Supply Dam, Mt. Top PSD, Mt. Storm, WV
- Canaan Valley Resort Water Supply Reservoir, Davis, WV
- Dawson Dam Modification, Dawson, WV
- Plum Orchard Dam Seepage Collection and Maintenance Bench, Fayette Co. WV
- Palestine Hatchery Reservoir Dam Repair, Elizabeth, WV

**Construction:** Mr. Pennington provided engineering and construction management services to Heeter Construction of Spencer, West Virginia in 1996 and 1997. He assisted Heeter with bidding, project management, and any technical problems requiring engineering expertise. During 1996 and early 1997 while with Heeter Construction, he served as the assistant project manager for the construction of a 10 million dollar flood control levee designed by the US Army Corps of Engineers for the City of Moorefield, West Virginia. Mr. Pennington has recently provided bidding and construction consultation as well as value engineering proposals, waste site design, and other engineering services for Heeter Construction.

## RESUME OF MARK E. PENNINGTON CONTINUED

**US Army Corps of Engineers:** While with Triad Engineering, Mr. Pennington managed the Huntington District Corps of Engineers indefinite delivery geotechnical contract for a period of 3 years. During this time, he was responsible for the design of Charleston Haddad Riverfront Park, certification of Pond 16 (a small dam designed by the COE at McClintic WMA), landslide investigations, seepage/stability analysis for flood levees, and numerous re-analysis investigations for dams including Dillon and Beech City Dams in the State of Ohio.

**Mine Permitting/Surveying:** While employed by Triad Engineering, Mr. Pennington was responsible for review and approval of mine permitting and surveying operations conducted in the Logan, West Virginia Office of Triad.

**WVDEP-AML Experience:** Mr. Pennington has been responsible for the completion of more than 25 AML projects for the WVDEP since 2008. These projects have ranged in size from under \$ 250,000 to over \$ 1,000,000. He was also responsible for all AML work produced by the St. Albans office of Triad Engineering prior to resigning from the company in early 1996. His work included proposal preparation, planning, direction, management, and performance of all engineering activity associated with Triad's AML contract. Mr. Pennington was responsible for the successful completion of approximately 137 projects during the period from 1990 to 1996. His expertise includes the abatement of mine related problems associated with subsidence, blasting, landslides, mine drainage, refuse fires, mine fires, mine shafts, drainage, impoundments, and groundwater/surface water pollution. Since leaving Triad and forming Civil Tech, he has also been responsible for the investigation of mine subsidence claims throughout West Virginia for the State Board of Risk and Insurance Management (BRIM) and various insurance companies including State Farm and Nationwide. Prior to working with the WVDEP - AML, he worked with the Federal Office of Surface Mining on similar projects.

**Insurance and BRIM Investigation:** During Mr. Pennington's career, he has provided professional engineering services to insurance companies including State Farm, Nationwide, St. Paul, Westfield, Travelers, Allstate, Prudential, Hartford, and others. From 2002 to 2005, Mr. Pennington also investigated numerous mine subsidence claims for BRIM. Services provided to insurance companies have included examination/evaluation of damage to various structures including:

- Light Commercial Buildings
- Residential Houses
- Manufactured Houses
- Small Bridges
- Retaining/Basement Walls
- Pavements/parking lot surfaces
- Chimneys/fireplaces
- Municipal Concerns

Mr. Pennington is experienced in the assessment of damage caused by wind, flood, snow, erosion, fire, leaking utility lines, earth movement (problem clay soils, settlement, landslides, etc.), vehicle impact, structural defects/failure, and manufacturing defects (related to housing), blasting and subsidence related to mining.

**RESUME OF JENNIFER E. PENNINGTON**  
**PRINCIPAL ENGINEER**  
11.20.17

**EDUCATION**

BSCE - Civil Engineering - 1988 - University of Kentucky

**CERTIFICATION/REGISTRATION**

Registered Professional Engineer - West Virginia  
Licensed Land Surveyor - West Virginia

**EMPLOYMENT HISTORY**

<b>Principal Engineer</b>	Civil Tech Engineering, Inc., St. Albans, WV March 1996 to Present
<b>Senior Engineer</b>	Triad Engineering, Inc., St. Albans, WV, 1988 to 1996

**PERTINENT EXPERIENCE**

Ms. Pennington has served as a team member and project manager on AML, civil design, and geotechnical projects involving abandoned mine land reclamation, subsurface investigation, geotechnical analysis, and dam design. She has been responsible for technical analysis and review of all AML projects completed by Civil Tech since 2008. She was responsible for all dam design and rehabilitation projects, and projects performed for the Huntington District Corps of Engineers (HDCOE) while employed by Triad Engineering during 1988- 1996. Work performed on those projects and current projects for which she is responsible at Civil Tech Engineering include:

- Geotechnical Investigation and Analysis
- Civil Design
- Hydrologic/hydraulic analysis using HEC-1, HEC-2, and Dams2 Computer Programs
- Stability Analysis using UTEXAS2, PCStable5, and HDCOE Hand Check Methods
- Seepage Analysis using graphical flow net and HDCOE mathematical methods
- Preparation of Project Narratives, Design Drawings, Specifications, Construction Schedules, Erosion and Sediment Control Plans, and Construction Cost Estimates.

Since the company was formed, Civil Tech Engineering has performed numerous dam safety inspections, dam breach analysis and risk assessments, geotechnical studies, and dam rehabilitation design projects. Civil Tech has also completed 20 AML projects since 2008. Ms. Pennington has been responsible for project management on these and many other large scale projects including geotechnical and foundation investigations. She is proficient in organizing and maintaining scheduling during the course of long term projects. She has complete familiarity with all of the above mentioned in house computer programs as well as Word, Excel, AutoCad, Eagle Point, Flowmaster, HEC-HMS, Dams2, HEC1 and II, HECRAS, and Hydrocad.

Ms. Pennington is responsible for technical review of all work produced by Civil Tech. In this capacity, she reviews and approves all work produced by the company including AML, civil design, and dam safety projects.



# H. Thomas Brown

## Objective

Engineering Management

## Work experience

2004-2017 (Retired) City of Bridgeport Bridgeport, WV

### **Director of Community and Public Works**

- Managed City Departments: Engineering & GIS, Public Works, Public Utilities, Community Development and Parks & Recreation.
- Employee Evaluations: GIS Manager, Office Manager, Department Directors
- Prepared Annual Budget for Engineering/GIS Department
- Reviewed and Recommended Department Directors Budgets
- Managed Engineering Consultants and Contracts
- Prepared, Reviewed, Managed and Inspected all Construction Contracts

1991-2003 Harman Construction, Inc/West Virginia Paving, Inc  
Grafton/Charleston, WV

### **Senior Estimator (2001-2004)**

- Prepare and sign construction cost estimates: Paving, Roadway Repair & New Construction, Excavation, Utility (water, sewer & storm drainage) construction & repair and Retaining wall.
- Review and sign Contracts, Change orders, and Sub-Contracts
- Purchase Materials

### **Grafton Office Manager (1998-2001)**

- Prepare, review, and sign: Cost proposals, Contracts, Change Orders, and Sub-Contracts
- Purchase Materials
- Schedule: Crews and Sub-Contractors
- Close Branch Office

### **Senior/Chief Estimator (1991-1998)**

- Prepare, review and recommend for signature: Cost proposals, Contracts, Change Orders, and Sub-Contracts
- Manage: Company Safety Program, Equipment Maintenance and repair, and
- Schedule: Crews and Equipment

1987-1991                      Advanced Surveys, Inc                      Prince Fredrick, MD  
**Project Engineer**

- Prepare, review and recommend for signature: Engineering Proposals and Contracts
- Manage: Engineer, Technicians, inspectors and CAD system
- Schedule: Project designs, Project Inspections, and Sub-Consultants
- Prepare plans, specifications and contract documents: Commercial and Residential developments, Roadway and Intersection modifications and improvements, utility improvements and drainage improvements; including all studies and calculations required for excavation, grading, water, sewer, storm drain, storm water management, paving, side walk, curb and sediment control plans

1986-1987                      Tribble Construction, Inc..                      Manassas, VA  
**Estimator**

- Prepare, review and recommend for signature: Cost proposals, Contracts, Change Orders, and Sub-Contracts : Utility, Grading and Site Construction
- Purchase Materials
- Market Company

1986-1986                      The Driggs Corporation.                      Capitol Heights, MD  
**Estimator**

- Prepare, review and recommend for signature: Cost proposals for excavation and utility projects

1985-1986                      Marvaco, Inc..                      Capitol Heights, MD  
**Senior/Chief Estimator**

- Prepare, review and recommend for signature: Cost proposals for excavation and utility projects

1984-1985                      CMX Industrial Ceramics..                      Bridgeport, WV  
**Manager**

- Manage: Coal preparation plant rebuild shop

1983-1984                      Hopke Company, Inc...                      Alexandria, VA  
**Estimator**

- Prepare, review and recommend for signature: Cost proposals for utility projects

1981-1983                      Soil Conservation Service                      Morgantown, WV  
**Technician**

- Economic and hydraulic study preparation

1972-1981

Various

- Construction, Retail and Church Service

**Education**

December 1982

West Virginia University

Morgantown, WV

**Civil Engineering**

- BSCE

**Accreditations**

West Virginia Professional Engineer License

West Virginia Professional Surveyor License

**Professional memberships**

American Society of Civil Engineers

North Central West Virginia Highway Engineers

**RESUME OF ROBERT R. KESSLER**  
**GEOLOGIST**  
**11 - 11 - 17**

**EDUCATION:**

B.S. - Geology - 1965 - Ohio University  
Post Graduate Work - 1965 to 1966 - Geology - Ohio University  
B.S. - Mathematics - 1980 - University of Charleston

**CERTIFICATIONS:**

Certified Aggregate Inspector - WVDOH  
Certified Concrete Inspector - WVDOH  
Certificate of Completion - Wetland Training - WVDOH  
Certificate of Completion - Techniques for Pavement Rehabilitation - WVDOH  
Certificate of Completion - Aerial Photo Interpretation - WVDOH  
Certificate of Completion - Alkali Silica Reactivity in Concrete - FHWA

**EMPLOYMENT HISTORY:**

Geologist - Civil Tech Engineering, Inc. 1996 -- present  
Responsible for all geologic studies/investigations.  
Typical projects include mining subsidence investigations,  
Teter Creek Dam, Thomas Dam, Old Pond 11 Dam, and  
Seneca Dam, Cacapon State Park Dam Modifications.

Geologist - Aggregate Group, West Virginia Division of Highways  
Group Leader August 1998 to Present, Materials Control Division  
  
Division Reorganization

Geologist - All Materials Testing Sections & Roadway Analysis  
Testing Group Leader West Virginia Division of Highways  
April 1992 to August 1998, Materials Control Division  
  
Division Reorganization

Geologist - West Virginia Department of Transportation  
Technical Advisor January 1986 to April 1992, Materials Control Division  
  
Division Reorganization

Geologist - Aggregate Section, West Virginia Department of Highways  
Assistant Director May 1984 to January 1986, Materials Control Division

## **RESUME OF ROBERT KESSLER CONTINUED**

- Geologist - Aggregate Section, West Virginia State Road Commission  
Section Leader May 1969 to May 1984, Materials Control Division
- Geologist - Aggregate Section, West Virginia State Road Commission  
July 1966 to May 1969, Materials Control Division

### **PERTINENT EXPERIENCE**

Mr. Kessler has performed geologic study on eleven mine subsidence claims investigated by Civil Tech for BRIM since 1996. Geologic investigation has included review of available mining maps and the county geologic reports providing important information concerning mining history and geologic formations and mine subsidence potential.

In addition to his duties reviewing mine subsidence claims, Mr. Kessler has also been responsible for the geologic study and investigation for over 40 dam rehabilitation projects in West Virginia.

Mr. Kessler has an intimate knowledge of geologic formations in the state of West Virginia and has recently authored and published a book on the geology of the Kanawha Valley.

**RESUME OF CHARLES D. ARTHUR, Jr.**  
**SENIOR DESIGNER**  
**10 - 01 - 14**

**EDUCATION:**

- June 2000     **Benjamin Franklin Career and Technical Education Center**     Dunbar, WV  
*Computer-aided Drafting/1080 hours*  
Honor roll in computer drafting, experience with MicroStation 95/SE, AutoCAD 2000, Windows 98 SE, 3D drawings, mechanical/architecture drawings, isometric/oblique drawings and orthographic projections
- June 1997     **Benjamin Franklin Career and Technical Education Center**     Dunbar, WV  
*Welding/1,320 hours*  
Honors included a second place finish in the State Welding Competition, Elkins, WV, April 1997 sponsored by the Vocational Industrial Clubs of America, Certificate of Recognition and experience with SMAW, GMAW, GTAW and TB
- Dec 1993     **Richmond Technical Center**     Richmond, VA  
*Welding/72 hours*  
Honor roll in welding, experience with SMAW, GMAW, GTAW and TB
- June 1990     **Dunbar High School**     Dunbar, WV  
*Diploma*

**EMPLOYMENT HISTORY**

- June 2000 to Present     **Civil Tech Engineering, Inc.**     Hurricane, WV  
*Senior Designer*  
Responsible for preparation of design drawings using Autocad Civil3D software, survey party chief, and evaluation of mine maps and subsidence.
- July 1999 to June 2000     **Custom Upholstery**     St. Albans, WV  
*Helper/Deliverer Part Time*  
Experience keeping track of shop inventory and related sales, tearing down furniture to be upholstered and transporting furniture
- Aug 1997 to June 1999     **American Commercial Barge Line**     Jeffersonville, IN  
*Deck Hand*  
Experience rigging barges together, making locks, chipping, grinding, painting, working in close quarters and maintaining tug boats/chemical barges
- Jan 1995 to Aug 1997 and     **Pizza Hut Inc.**     South Charleston, WV  
*Shift Manager*

## RESUME OF CHARLES D. ARTHUR, Jr. Continued

- July 1989 to June 1993 Experience updating customer data, completing close of daily receipts, insuring that paperwork balances, operating computerized cash register and possessing exemplary customer and employee relations
- June 1993 to Dec 1994 **First Choice Equipment** Ashland, VA  
*Mechanic*  
Experience maintaining tractor-trailers, various welding jobs, paint preparation and painting

### PERTINENT EXPERIENCE:

Since joining Civil Tech in 2000, Mr. Arthur has been responsible for preparation of design drawings using Autocad for a variety of civil engineering, AML, mine subsidence claims, hotel site development, and dam modification projects. A partial list of projects including recent AML experience follows:

- Cacapon Dam Modifications
- Palestine Hatchery Reservoir Dam Repairs
- Dawson Dam Modifications
- Plum Orchard Seepage Collection and Maintenance Bench
- Greenbrier River Trail Landslide Repair
- North Bend Rail Trail Erosion Repairs
- Old Pond 11 Dam Rehabilitation
- Anawalt Flood Damage Repair
- Teter Creek Dam Modification
- Wells Lock and Dam Repair
- Wilson Big Hollow Dam
- Winterplace Dam Modification 1 and 2.
- Cedar Lakes Dam No. 2 Flood Damage Repair
- Bailey and Lemley Dam Modifications
- Deegan and Hinkle Dam Modifications
- Thomas (Sunrise Sanitation) Mine Drainage Project (DEP14171).
- Thomas Sunrise Sanitation Mine Blowout (Emergency Project).
- Prospect Valley Highwall #4 (DEP 14433).
- Winifrede (McFann) Portals (DEP 14479).
- Pines County Club (Ponds) Subsidence (DEP14633).
- Douglas Water Line Extension (DEP14951).
- Cambria Portals & Drainage Design (DEP 14845).
- Birds Creek Portals (DEP 15065).
- Nellis (Smith) Drainage (DEP15002).
- Zebb's Creek Highwall #2 (DEP14991).
- Hawkinberry Hollow Portals and Drainage (DEP 15220).
- Fairfield Inn and Suites, Weirton, WV
- Holiday Inn Express, Mineral Wells, WV
- Thomas Sunrise Sanitation Mine Drain
- Thomas Storm Water Improvements
- Thomas Sewer/Storm Water Segregation Project

- Amish Exchange
- Mine Subsidence and Insurance Investigations
- Landslide corrections
- Geotechnical Investigations

Mr. Arthur also serves as survey crew chief for property and topographic mapping projects for Civil Tech Engineering. During his employment he has also provided construction inspection and testing services for civil and dam modification projects and has inspected subsurface investigation projects for geotechnical projects.

Mr. Arthur is also certified by the State of West Virginia as a pre-blast inspector.



**RESUME OF SCOTT T. BARNES**  
**SENIOR ENGINEERING TECHNICIAN – CONSTRUCTION MANAGER**  
**11.20.17**

**EDUCATION:**

**Great Bridge High School**

Great Bridge, Virginia 1973

**North Carolina Commercial Contractor's License.**

**North Carolina Real Estate License.**

**North Carolina Department of Transportation Concrete Technician.**

**EMPLOYMENT HISTORY**

**Resident Technician**

Civil Tech Engineering Inc.

September 2016 – Present

Resident Technician for Cacapon Dam Modifications. Responsible for daily oversight of a \$ 1.7 Million construction project and reporting. Served as owner and engineer's site representative. Project was completed on time and within budget.

**Superintendent**

Housecraft, LLC, College Park, Maryland.

*June 2014 – May 2015*

76 Kalorama Circle, Washington, D.C.; 3.2 million dollar renovation and addition which included a substantial amount of concrete work. The owners of the home terminated the contract with Housecraft in May of 2015, but requested that I help to complete the renovations. I remained on the job until January of 2016.

**Superintendent**

F.D. Neal Construction, Woodstock, Virginia

*June 2012 – May 2013*

Foundation repairs, soil retention, new construction utilizing A.B. Chance Helical piers

**Superintendent**

Southland Concrete, Dulles, Virginia

*June 2004 – March 2012*

Concrete construction subcontractor, superintendent on the following:

Tysons II, ten floor, steel frame office building.

Steeplechase, four tilt-ups- office/warehouses. Tucon Construction.

Lafayette, two tilt-ups-office/warehouses. Utica Contracting.

Avalon, three tilt-ups – office/warehouses. Tucon Construction.

DEA Data Center, tilt-ups. Hitt Contracting.

US Pharmacopeia, concrete frame multi-story parking garage and office. DPR.

Northwoods, six tilt-ups, office/warehouses.

## RESUME OF SCOTT T. BARNES CONTINUED

Wisconsin Place, concrete frame 15 story apartment and below grade parking. I was one of three Southland Concrete superintendents on this job. Turner Construction.

Woodgrove High school, steel frame and masonry. Davis Construction.

Nap of the Cap, two precast buildings on CIP walls and two story steel frame office. Hitt Contracting.

Vida Fitness, concrete frame three story. Forrester.

United Therapeutics, concrete frame, seven floors. I completed the last four months of this job. DPR.

Inova Fairfax Hospital, concrete frame, 11 floors. I completed the last five months of this job. Turner Construction.

### **Superintendent**

Federal Concrete, Centerville, Virginia

*August 2003 - June 2004*

Residential stamped concrete.

### **Superintendent**

Southland Concrete, Dulles, Virginia

*October 2002 - August 2003*

Five tilt-ups.

### **Superintendent**

Cleveland Cement, Richmond, Virginia

*May 2001 - September 2002*

Richmond Convention Center, steel frame, concrete frame, column up to 76' tall, walls, SOG. Turner Construction.

### **Superintendent**

Southland Concrete, Dulles, Virginia.

*January 2000 - May 2001*

Steel frame and tilt-ups.

### **Self Employed Concrete Subcontractor**

S. T. Barnes, Inc., Jarvisburg, North Carolina.

*1992 - January 2000*

Commercial concrete construction with sales of 2 million per year. Owned a 28-meter concrete pump, thirty employees. Cell tower mat foundations, two museums, schools, foundation for the Cape Hatteras Lighthouse.

### **Manager, Concrete Division**

Outer Banks Contractors, Kitty Hawk, North Carolina.

*1983 - 1992*

Commercial concrete, twenty employees, manager of two small ready mix plants, forming and finishing crew, curb and gutter crew.

## RESUME OF SCOTT T. BARNES CONTINUED

### **Superintendent**

Housecraft, LLC, College Park, Maryland.

*June 2014 – May 2015*

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DEA Data Center, tilt-ups. Hitt Contracting.

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### **Manager, Concrete Division**

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*1983 - 1992*

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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: 405455

Doc Description: Expression of Interest for WV Department of Agriculture

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2018-01-02	2018-02-01 13:30:00	CEOI 1400 AGR1800000001	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:

Civil Tech Engineering, Inc.  
 300A Prestige Drive  
 Hurricane, WV 25526 (304) 757-8094

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 55-0757-403

DATE Feb. 1, 2018

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

**ADDITIONAL INFORMATION:**

Expression of Interest  
(Cedar Lakes Dam Restoration/Food Warehouse Slope Stabilization Project)

The West Virginia Purchasing Division is soliciting Expression(s) of Interest for the Agency, West Virginia Department of Agriculture from qualified firms to provide architectural/engineering services for the "Cedar Lakes Dam Restoration and Food Warehouse Slope Stabilization Project" per the Expression of Interest, and the Terms and Conditions as attached hereto.

INVOICE TO	SHIP TO
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US	AUTHORIZED RECEIVER 304-558-3200 AGRICULTURE DEPARTMENT OF EXECUTIVE DIVISION 217 GUS R DOUGLAS LN, BLDG 1 RM 100 CHARLESTON WV 25312 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Engineering Services		

Comm Code	Manufacturer	Specification	Model #
81000000			

**Extended Description :**  
Engineering Services

<b>AGR1800000001</b>	<b>Document Phase</b> Final	<b>Document Description</b> Expression of Interest for WV Department of Agriculture	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# EXPRESSION OF INTEREST

WV Department of Agriculture

Cedar Lakes Dam Restoration/Warehouse Slope Stabilization Project

## TABLE OF CONTENTS:

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

## SECTION ONE: GENERAL INFORMATION

- 1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for WV Department of Agriculture ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") as defined herein.
- 2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide engineering designs for small dam restoration and slope stabilization for Cedar Lakes Camp and Conference Center Dam No. 2 ("Project A"). Also, a slip has developed on the site at Food Distribution Warehouse on Cedar Lakes Road, near Ripley and has potential of impacting the foundation of the warehouse ("Project B").

### 3. SCHEDULE OF EVENTS:

Release of the EOI.....	01/03/2018
Firm's Written Questions Submission Deadline. ....	01/18/2018 at 9:00 AM. EST.
Addendum Issued .....	TBD
Expressions of Interest Opening Date.....	02/01/2018 at 1:30 PM. EST.
Estimated Date for Interviews .....	N/A



**EXPRESSION OF INTEREST**

**WV Department of Agriculture  
Cedar Lakes Dam Restoration/Warehouse Slope Stabilization Project**

**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: January 18th, 2018 at 9:00 AM. EST.

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

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

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

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

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

SEALED BID: Cedar Lakes Dam Restoration/ Warehouse Stabilization Project  
 BUYER: Guy Nisbet  
 SOLICITATION NO.:  
 BID OPENING DATE:  
 BID OPENING TIME:  
 FAX NUMBER:

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

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ 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: February 1st, 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.

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### **WV Department of Agriculture Cedar Lakes Dam Restoration/Warehouse Slope Stabilization Project**

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

1. **Location:** Agency is located at Charleston, WV and the Projects will be completed at Cedar Lakes Camp and Conference Center (Project A), 82 FFA Drive, Ripley, WV 25271, and Food Distribution Warehouse (Project B), 4496 Cedar Lakes Drive, Ripley WV 25271.
2. **Background:**
  - 2.1 (Project A): No. 1 Dam (WVDEP ID No. 03501) and No. 2 Dam (WVDEP ID No. 03502) located on Cedar Lakes Camp and Conference Center, near Ripley, in Jackson County. The dams are in a series with No. 1 (lower) is approximately 32 feet with a maximum storage volume of approximately 40 acre-feet. Dam No. 2 (upper) is approximately 32 feet with maximum storage of 31 acre-feet. As a result of the dam height and maximum storage volume, both dams are under the jurisdiction of the WV Dam Control and Safety Act (WV State Code 22-14) and Dam Safety Rule (47CSR34). Engineering services are required to reduce the risk of failure and become compliant with appropriate regulations.
  - 2.2 (Project B): The agency's Food Distribution Program warehouse is located on Cedar Lakes Road, near Ripley, in Jackson County. A slip has developed on the site and has potential of impacting the foundation of the warehouse. Slip is approximately 30 feet long by 60 feet wide. Engineering services are required for slip mitigation and repair.
3. **Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.
  - 3.1 Vendor should provide information regarding the following:
    - a. The successful firm or team should demonstrate a clear procedure for communication with the agency during all phases of the project.
    - b. The successful firm or team should demonstrate a history of projects that met the agency's budget and a clear plan to ensure this project can be constructed



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within the project budget. This plan should be described in detail.

- c. The successful firm or team should demonstrate a history of projects that have been constructed in the time allotted in the contract documents and a clear plan to ensure this project will be constructed within the agreed construction period. This plan should be described in detail.
- d. The successful firm or team should demonstrate competent and acceptable experience in all expected professional disciplines necessary for the design and completion of the project.
- e. The Vendor should Provide the required items with the EOI as indicated below.

Binder presentation consisting, at a minimum, of the following, with four (4) printed copies:

- Corporate/personnel experience as it relates to the project or projects
- Proposed project management plan
- Key personnel available for the proposed work (Project Engineer attend meeting)
- Proposed sub firms (mapping, geotechnical, etc.)
- Product quality control
- Project cost control
- Surveying

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

- 4.1 **Goal/Objective 1 (Projects A & B):** Preparation of construction contract drawings and specifications suitable for letting of construction bids with the RFQ and bidding process. All applicable permit applications, right-of-ways, realty appraisal work- if needed off of permit boundaries, right-of-entries, and approvals shall also be a part of the work to be performed.
- 4.2. **Goal/Objective 2 (Project A):** Evaluate the dams for compliance with WV Dam Control and Safety Act, Dam Safety Rule, and WV DEP Compliance Order to develop a plan for compliance and facilitate the project.

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- 4.3. **Goal/Objective 3 (Project A):** Perform evaluation of current dam site, including inspection history, hydrologic analysis of the potential failure, and geotechnical analysis in order to identify and recommend solutions for channel restoration, principle spillways design and replacement, riser repairs, auxiliary spillway repair, outlet repair, and other dam maintenance and repair needs.
- 4.4. **Goal/Objective 4 (Project A):** Develop alternative strategies for dam repair, modification, or decommissioning, including assessment on the impact of alternatives on adjacent dam structure (Dam No. 1).
- 4.5. **Goal/Objective 5 (Project A):** Based on needs and alternatives described in Objective 4.1, prepare appropriate cost estimates, plans, site drawings, and related specifications for all alternatives including repair, modification, or decommissioning, in order for dam site to attain and continue compliance with WVDEP regulations.
- 4.6. **Goal/Objective 6 (Project B):** Evaluate the Food Distributions Warehouse site and perform appropriate soil analysis to determine cause of slip so a permeant solution can be designed which may involve the excavation of area, stabilization, overhead water diversion.
- 4.7. **Goal/Objective 7 (Project B):** Secure engineering assistance to evaluate site, develop alternatives, design a solution and assist with implementation. Identify the problem with the slip and install a permeant repair to reduce potential hazards to warehouse facility.
- 4.8. **Goal/Objective 8 (Projects A & B):** Develop comprehensive construction plans and bid specifications for alternative chosen by agency. Design a solution for contracting, and assist in applications and permits.
- 4.9. **Goal/Objective 9** Provide all necessary services to design the Project in a manner that is consistent with the Division of Natural Resources needs, objectives, current code, and budget and that complements the design and layout of the associated areas.
- 4.10. **Goal/Objective 10:** Prepare bidding packages in accordance with the procedures of the West Virginia Purchasing Division of the Administration Section.

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- 4.11 Goal/Objective 11: Provide Construction Contract Administration Services that ensure that each task is constructed and functions as designed.**
- 4.12 Projects to be completed by August 2018.**
- 5. Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the EOI process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this EOI. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:
  - 5.1. Materials and Information Required at Oral Presentation: (Not Applicable)**

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

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

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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	50 Points Possible
• Approach and methodology for meeting Goals and Objectives	50 Points Possible
• [Oral interview, NOT applicable]	N/A Points Possible
	-----
	<b>Total            100</b>

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**SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.

### **GENERAL TERMS AND CONDITIONS:**

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

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ award \_\_\_\_\_ and extends for a period of \_\_\_\_\_ one (1) \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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 \_\_\_\_\_ three (3) \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 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 \_\_\_\_\_ 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.



**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 per occurrence, \$ 2,000,000.00 aggregate

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 combined single limit

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

**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.

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

**Workers Compensation: West Virginia Statutory requirements including West Virginia Code 23-4-2 (Mandolidis)**

**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:

\_\_\_\_\_ 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](mailto: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

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

**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.

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.

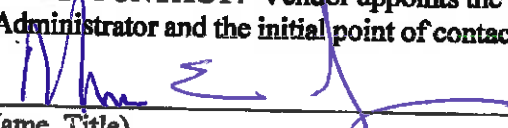
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for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

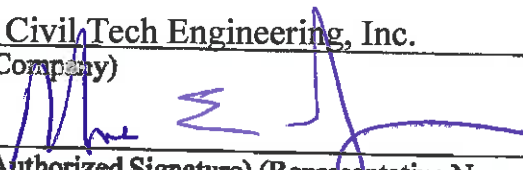
**ADDITIONAL TERMS AND CONDITIONS**  
**(Architectural and Engineering Contracts Only)**

- 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.

  
 \_\_\_\_\_  
 (Name, Title)  
 Mark E. Pennington, President  
 \_\_\_\_\_  
 (Printed Name and Title)  
 Civil Tech Engineering, Inc., 300A Prestige Dr., Hurr. WV 25526  
 \_\_\_\_\_  
 (Address)  
 (304-757-8094)/(304-757-8095)  
 \_\_\_\_\_  
 (Phone Number) / (Fax Number)  
 civiltech1@frontier.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.

Civil Tech Engineering, Inc.  
 \_\_\_\_\_  
 (Company)  
  
 \_\_\_\_\_  
 (Authorized Signature) (Representative Name, Title)

Mark E. Pennington, President  
 \_\_\_\_\_  
 (Printed Name and Title of Authorized Representative)

February, 1, 2018  
 \_\_\_\_\_  
 (Date)

(304-757-8094)/(304-757-8095)  
 \_\_\_\_\_  
 (Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

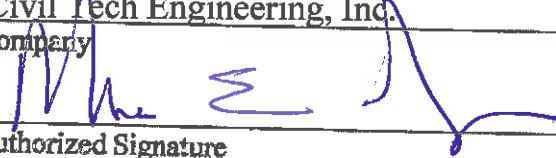
Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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

Addendum Numbers Received:  
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Civil Tech Engineering, Inc.  
Company  
  
Authorized Signature

February, 1, 2018  
Date

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

## 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](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**  
(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Civil Tech Engineering, Inc. Address: 300A Prestige Drive  
Hurricane, WV 25526

Authorized Agent: Mark E. Pennington Address: Same

Contract Number: AGR1800000001 Contract Description: Cedar Lakes Dam Restoration  
and Food Warehouse Slope  
Governmental agency awarding contract: Dept. of Agriculture Stabilization Project

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.

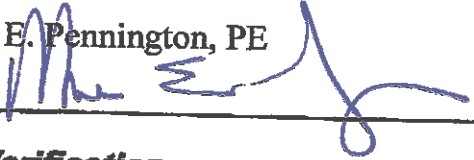
- Triad Engineering, Inc.
- Underwater Services, Inc.

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.

Mark E. Pennington, PE  
Signature: 

Date Signed: February 1, 2018

**Notary Verification**

State of WV, County of Putnam:

I, MARK E. PENNINGTON, 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 1st day of Feb, 2018  
  
Notary Public's Signature

To be completed by State Agency:  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



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 OTHER 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: Civil Tech Engineering, Inc.

Authorized Signature: [Signature] Date: 2/1/18

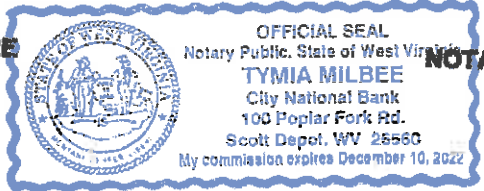
State of WV

County of Putnam to-wit:

Taken, subscribed, and sworn to before me this 1 day of Feb, 2018.

My Commission expires 12/10/22, 20    .

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

[Signature]



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: 405455

Doc Description: Addendum 01, WV Department of Agriculture

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2018-01-22	2018-02-01 13:30:00	CEOI 1400 AGR1800000001	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:

Civil Tech Engineering, Inc.  
 300A Prestige Drive  
 Hurricane, WV 25526 (304) 757-8094

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 55-0757-403

DATE February 1, 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.

\*\*\*\*\*

Expression of Interest  
(Cedar Lakes Dam Restoration/Food Warehouse Slope Stabilization Project)

The West Virginia Purchasing Division is soliciting Expression(s) of Interest for the Agency, West Virginia Department of Agriculture from qualified firms to provide architectural/engineering services for the "Cedar Lakes Dam Restoration and Food Warehouse Slope Stabilization Project" per the Expression of Interest, and the Terms and Conditions as attached hereto.

INVOICE TO	SHIP TO
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US	AUTHORIZED RECEIVER 304-558-3200 AGRICULTURE DEPARTMENT OF EXECUTIVE DIVISION 217 GUS R DOUGLAS LN, BLDG 1 RM 100 CHARLESTON WV 25312 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Engineering Services		

Comm Code	Manufacturer	Specification	Model #
81000000			

**Extended Description :**  
Engineering Services

<b>AGR1800000001</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 01, WV Department of Agriculture	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER:** CEOI 1400 AGR1800000001

**Addendum Number:** No.01

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

1. Vendor submitted question and Agency response.

No other Changes.

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

**Terms and Conditions:**

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

# ATTACHMENT A

**Addendum # 1 for AGR18\*1 CEOI**

**Question 1 :** Are the inspection reports available for Dams No. 1 and No. 2?

**Answer:** Past copies of inspection and previous engineering assessments will be provided to successful vendor. However, successful vendor will be required to complete immediate initial assessment to determine current state and shortcomings of dam structure.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CEOI 1400 AGR1800000001**

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

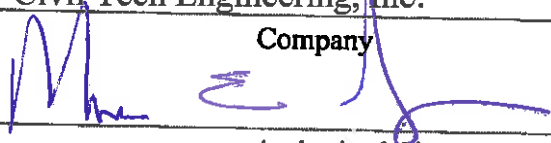
**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Civil Tech Engineering, Inc.  
\_\_\_\_\_  
Company  
  
\_\_\_\_\_  
Authorized Signature  
  
February 1, 2018  
\_\_\_\_\_  
Date

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

Revised 6/8/2012